

**SPECIAL REGULATIONS FOR THE GOVERNANCE, MANAGEMENT AND  
OPERATION  
OF CLUB NAUTIC L'ESCALA MARINA**

**TITLE ONE**

**GENERAL PROVISIONS**

**Chapter One  
Object and scope**

**Article 1. Object of the regulations.**

These regulations set out general rules for the management, use and operation of Club Nàutic l'Escala marina, located in the town of L'Escala. They also include rules for the service and regulation of all components of the same, without prejudice to other applicable rules, in particular Act 5/1998 of 17 April, on Ports in Catalonia, and its regulations approved by Decree 258/2003 of 21 October, the Port Ordinances approved by Decree 206/2001, and conditions for the concession held by Club Nàutic l'Escala, issued on 14 February 1979, whose first extension was on 27 December 1994 and whose second extension was on 29 December 1999.

They also regulate relations between the marina concessionaire and holders of preferred rights of use for port facilities within the scope of the government concession granted to Club Nàutic L'Escala.

**Article 2. Scope.**

These regulations are applicable and binding within the marina's service area and other facilities and areas in the government concession which affect:

- a) People, vehicles and machinery located in the marina service area on either a permanent or temporary basis that use the seawalls, roads, quays, docks, car parks, storage areas, buildings and other marina facilities.
- b) Persons and vessels using port waters, the outer harbour, entry channels, berths and other water or shore-based services.
- c) Holders of rights of use, and all users of any of the facilities in the marina's service area.

## Chapter Two

### Use and zoning of the marina

#### Article 3. Zoning

3.1. Club Nàutic L'Escala's service area is delimited in the port's final act of recognition and comprises the zones and areas included in these regulations, in which the use of each is specified.

3.2. The zoning plan includes the enumerated zones and areas shown below:

3.2.1. Entry areas and promenade (I)

3.2.2. Seawalls and port entry area. (II)

3.2.3. Quays and roads. (III)

3.2.4. Moorings (IV)

3.2.5. Service station (V)

3.2.6. Car parks (VI)

3.2.7. Offices (VII)

3.2.8. Multipurpose facility (VIII)

3.2.9. Bar-restaurant (IX)

3.2.10. Sailing school (X)

3.2.11. Sanitary block (XI)

3.2.12. Launching area (XII)

#### Article 4. Use

The service area of the Club Nàutic L'Escala marina is intended for use by recreational and leisure craft. In general, all complementary uses consistent with the characteristics of the marina and that have been duly authorised by its management are acceptable.

As a general rule, the marina may only admit vessels categorised in List 7. For vessels in list 6 to be authorised, they must comply with maritime transport regulations. Hence, in order to carry out their designated activity they must provide prior notification to the Marine Authority and demonstrate justification, payment of the appropriate fee and compliance with maritime transport regulations.

In the event of emergency, force majeure or exceptional circumstances, vessels of other characteristics may occasionally use the marina for the time required by the situation, with the express authorisation of the marina management and, when appropriate, the port management.

Such an emergency, force majeure or exceptional situation will not exempt vessels and their crews from compliance with the rules of these regulations and other applicable provisions, as well as the obligation to obey the directions and instructions of the Port Director; nor shall it preclude the payment of applicable fees.

#### **Article 5. Regulation and use of individual areas**

The use of individual areas is regulated by the rules of these regulations, and in particular the following:

Areas I-II and III. Entrances, promenades, seawalls, port entry areas and roads. There are three entrances for vehicles. The rest of the port facility is open to pedestrians. The Port Director may limit such access for security reasons.

Entry and driving on roads is open to the public and free for pedestrians and vehicles, with authorised vehicles being subject to payment as provided in articles 50 to 52 of these regulations and under the sole responsibility of users.

The concessionaire, through the Port Director, shall set the schedules and entry restrictions it deems necessary and appropriate for improved control and optimisation of the operation of the marina and the safety of its users, facilities and property.

Access to quays and roads is open to the public and free for pedestrians, although management may set limits pursuant to the provisions of these regulations.

Area IV. The mooring area consists of two distinct areas:

- public pay-for-use mooring areas are for vessels in transit, and their use is governed by Articles 47 and 49 of these regulations.

- areas for other types of mooring whose rights of use may be transferred by the concessionaire or operated directly by the concessionaire as provided in these regulations.

Access to docks is reserved for the users of vessels moored therein.

Area V. Access to the Service Station, both by water and by land, is reserved for vehicles and vessels under the conditions stated in these regulations.

Area VI. The use of the vehicle storage areas is reserved for vehicles belonging to port users pursuant to the provisions of Articles 50 and 52 of these regulations.

Area VII. Port offices are open to the public for the processing of matters related to the marina.

Area IX. Bar Restaurant. The Bar is open to any user or visitor to the port.

Area X. The Sailing Club is open to all paying members and students.

Area XI. Access to sanitary blocks is reserved for Club members, rights of use holders, transient mooring users and marina staff.

Access to dressing rooms is reserved for Club members, rights of use holders, transient mooring users and marina staff.

Area XII. Dinghy launching area for the Sailing School.

## **Article 6. Limitations of use**

### **6.1. Permanent limitations**

Limitations arising from these regulations and in particular those set by the concessionaire regarding access to restricted areas, schedules, and access to docks and the technical area.

### **6.2. Temporary limitations**

The Port Director may set temporary limits on the use of certain port facilities for security or operational reasons.

These limitations may not exceed thirty days.

## **Chapter Three**

### **Management**

## **Article 7. Management**

The concessionaire's management of the marina falls under the administrative concession granted to Club Nàutic L'Escala and through the following bodies:

- 7.1. General Meeting of the Club
- 7.2. Board of Directors
- 7.3. Port Director (Marina Director)
- 7.4. Director of Operations (Boatswain)

## **Article 8. Authority of each management body**

**8.1. The General Meeting of the Club shall be charged with** the functions assigned to it in the club's bylaws.

**8.2. The Board of Directors** shall assume the following functions assigned to it in the club's bylaws:

- 8.2.1. Assume legal representation of the concessionaire through its president.
- 8.2.2. Approve the income and expenses budget and distribution proposal as prepared each year by the Port Director.
- 8.2.3. Grant and cancel rights of use contracts for port facilities.
- 8.2.4. Appoint and dismiss individuals who hold office or perform specific duties at the marina.
- 8.2.5. Reclaim the sums credited to the concessionaire for service delivery, temporary or permanent rights of use transfers or any other item.
- 8.2.6. The executive management and administration of the marina.

**8.3. The Port Director**, irrespective of other functions assigned as Director of the Club, is charged with:

- 8.3.1. Management of the marina, its general organisation and management of all services.
- 8.3.2. Preparation of the expense budget and proposing the distribution of expenses amongst the rights of use holders to the Board in accordance with the allocation criteria set

out in these regulations; issue relevant bills and see that they are duly collected; set rates charged for the provision of port services.

8.3.3. Supervision of the entire concessionaire staff.

8.3.4. Ordinary management and administration of the marina.

8.3.5. Regulation and control of the general operation of vessels, their entrances, departures, anchoring, mooring, docking and undocking manoeuvres and the allocation of berths.

8.3.6. Prevent, avoid and report legal offenses to the competent authority.

8.3.7. Order the removal of vehicles, goods and objects that impede the normal operation of the marina due to failure to use the assigned areas.

8.3.8. Monitor compliance with environmental control measures as required by law and these regulations.

8.3.9. The exercise of all powers delegated by the Board shall appear in the power of attorney they have been granted.

8.3.10. The Board may assign port management duties to a single person or to an executive committee.

#### **8.4. The following shall be the responsibility of the operations manager (boatswain)**

8.4.1. Assume the duties of Port Director in the absence of the same.

8.4.2. Regulation and control of the general operation of vessels, their entrances, departures, anchoring, mooring, docking and undocking manoeuvres and the allocation of berths.

8.4.3. Control the entry of vehicles and people on the marina's premises.

8.4.4. Require all dock users, regardless of their status, to comply with the provisions of these regulations and applicable laws, refuse to offer services or cancel them when required by these regulations and inform the Port Director of breaches that occur.

8.4.5. Verify the normal operation of the marina, inspect all facilities, services and property located within the service area of the marina.

8.4.6. Order the removal of vehicles, goods and objects that impede the normal operation of the marina due to failure to use the assigned areas.

8.4.7. Exercise all powers assigned by the Port Director.

## **Chapter Four Inspection and Disciplinary System**

### **Article 9. Inspection and surveillance of the marina.**

The inspection and monitoring of public domain aspects of the marina as well as works, services and operations carried out within the same shall be performed by Ports de la Generalitat.

### **Article 10. Disciplinary system**

Matters related to offenses and sanctions shall fall under the rules of the Ports Act of Catalonia and the Government of Catalonia's Port Ordinances and other applicable regulations.

## **Chapter Five Internal Security**

### **Article 11. Internal security**

Club Nàutic l'Escala offers a general surveillance and monitoring service that does not include individualised surveillance not provided by the concessionaire, as it is an optional service under the provisions of Article 88 of the Catalan Ports Act. Therefore, neither the marina or any of its staff shall be liable for damage or theft of boats, their accessories, property or vehicles parked at the port. Holders shall assume full responsibility for taking the necessary precautions to avoid such situations and take out insurance to cover such risks.

Accepting the provision of a service or rights of use, providing services to other users of the marina or mere entry into the port implies acceptance of this liability waiver.

### **Article 12. Security staff**

The concessionaire may have a private security service performed by security guards who provide general surveillance of the dock in accordance with orders of the Port Director and whose work is governed by private security legislation.

Such staff shall be charged with preventing, avoiding and reporting offenses committed in violation of current regulations to the competent authority.

### **Article 13. Emergency plan.**

The concessionaire has prepared an emergency plan in coordination with the port's self-protection plan which has been duly approved by the Directorate General of Civil Emergency and Safety.

This plan is mandatory for all users of the marina.

### **Article 14. Rights of admission**

14.1. The concessionaire may deny rights of admission to its service area to people whose behaviour is inappropriate or conflictive with regards to the normal operation of the marina.

For security reasons, the port management may deny entry to visitors who impede or hinder the provision of port services.

## **Chapter Six**

### **General responsibilities.**

### **Article 15. Concessionaire.**

15.1. The concessionaire shall only be liable to marina users and rights of use holders for those acts which, pursuant to regulations in force, are directly attributable to them or to staff under their charge.

15.2. Dock users and visitors are admitted to the facility under their own liability with regard to any accidents they may suffer with the exception of the abovementioned cases.

15.3. Liability to the government and Port Authority shall be as provided in the Ports Act of Catalonia and Port Ordinances.

#### **Article 16. Liability for damage to public property.**

Pursuant to Article 112 of the Ports Act of Catalonia and article 17 of the Port Ordinances, anyone who causes damage by act or omission to a public port shall be required to restore and replace items to their previous state, provide compensation for damages and, when appropriate, pay the corresponding fines.

#### **Article 17. Liability for damage to the concessionaire's property and rights and to other private property.**

17.1. Holders of rights of use, other users of the marina and third parties are bound to the rules of private law in regards to damages they cause through fault or negligence to marina property, the concessionaire's rights and the property of third parties.

17.2. Negligence is presumed when conduct infringes on legal rules, regulations, orders and/or instructions of the port management and/or port boatswain.

17.3. The concessionaire may receive payments from liable parties in compensation for damages.

#### **Article 18. Liability for damage to public services.**

Without prejudice to the penalties and liabilities stated in the previous articles of these regulations, third parties or users of this service and/or port facilities who hinder the provision of a port service by action, omission, fault or negligence must provide damage compensation to the concessionaire or beneficiaries of the service affected by said actions.

#### **Article 19. Liability of people external to the marina.**

19.1. People authorised to enter the port to perform any function, task or work and all other providers of services within the same must meet the requirements for the prevention of occupational risks. They must also take out the appropriate work accident, public liability and fire insurance covering the repair of damage and harm caused by service stoppages, failures, accidental damage or improper handling of components intended for service provision.

19.2. The port Management may require such individuals to present proof of the validity of the insurance at any time. The Port Director shall propose the insured sum it considers necessary to the club's Board of Directors.

19.3. In the event that this requirement is not met the port management is authorised to suspend their activity.

#### **Article 20. Liability**

The owners of boats, vehicles and other property located in the marina, as well as the holders of rights of use, moorings, premises, storage areas, and other facilities, shall be liable to the concessionaire for debts with the same as well as for damages caused by their property or by any third parties (users, skippers, crews, drivers, employees, tenants, etc.) who use vessels, moorings, vehicles, premises, storage areas or any other facilities owned by the same.

#### **Article 21. Duty of the management to provide information and process complaints.**

The management is obliged to inform the Port Management of incidents related to the protection and conservation of property and the provision of services. To such effect they must file complaints they consider to be appropriate and also process those submitted by third parties.

#### **Article 22. Procedure for filing claims against the concessionaire and determining their degree of liability**

Third parties and users who suffer losses to their property or interests as a result of the operation of public services offered by the port that are directly attributable to the concessionaire must submit their claims to the concessionaire. If claims are not processed within thirty calendar days, the injured party may take the legal action it deems appropriate.

#### **Article 23. Notifications.**

23.1. All types of notifications and requirements shall be delivered to the address previously named by the applicant when hiring a service or purchasing rights of use. Changes of address can only be processed if submitted in writing to the marina management with notification of receipt.

23.2. Return of written notifications by the Spanish postal service of shall indicate that the interested party has disappeared or cannot be located. Notifications shall take full effect after having been posted for a period of fifteen days on the notice boards of the marina offices.

### **TITLE TWO**

#### **Transfer of usage rights**

##### **Chapter One**

#### **Transfer of usage rights**

#### **Article 24. Transfer of port components.**



24.1. The concessionaire may transfer the use of port facilities not reserved for public pay-for-use purposes to individuals or legal entities under the conditions laid out in the bylaws of the Club and in its internal rules and regulations.

Transfer of the right to use moorings shall be made through shares that entitle holders to moor their boats in an area determined by the club management, in accordance with the length and breadth set in the share.

24.2. Shares have the following categories:

Share Series	Length	Breadth
A	6.5	2.5
B	8.5	3
C	8.5	3.5
D	10.5	4
E	14	5
F	10.5	3.5
G	12	4
H	15	5
I	18	5.5
J	20	6
K	12	4.5
L	7	2.75

24.3. Users with a mooring permit enjoy preferential mooring rights in compliance with the measurements set out in their permit. They must pay the corresponding fees. Mooring a boat larger than the specifications of a permit shall require the payment of current temporary use rates without any kind of compensation.

24.4. The port management shall set the preferred berthing for each rights of use holder.

24.5. Rights of use holders who leave their mooring vacant for more than 24 hours should notify the port management, which may occupy the mooring during the time that the holder does not and transfer it to transient third parties or temporary occupants without the involvement of the holder in the price charged pursuant to the provisions of Article 25 of these regulations

## **Article 25. Type of transfers**

Transfers of rights of use by the concessionaire may be permanent or temporary.

25.1. Permanent transfers cover the entire concessionary period.

25.2. Temporary rights of use transfers are for a period longer than one week and less than the length of the concession.

25.3. The transient use of moorings entails making a temporary transfer for a maximum period of one week. Only the concessionaire may make this transfer, which is regulated by the terms and conditions set out in Articles 47, 48 and 49 of these regulations.

25.4. Rights of use transfers shall be governed, in regards to the relationship between the parties, by private law and must be granted in accordance with the provisions of the Ports Act of Catalonia, the requirements of these regulations and the conditions set out in the certificate documenting the rights of use transfer. The conditions and requirements of the

concession deed and the contents of the Government of Catalonia's Port Ordinances and Ordinances of Ports de la Generalitat must be respected.

25.5. Contracts which transfer rights of use and enjoyment of berths and drydock lots confer the assignee preferential rights of use of these facilities. However, in their absence the Club is authorised to use the mooring or drydock space for transient occupants, in compliance with the provisions of article 24 and following articles of these regulations.

#### **Article 26. Requirements for contracts between the concessionaire and rights of use holders.**

26.1. Transfer of use contracts shall be granted under the requirements stipulated in Article 60 of the Catalonia Ports Act, and the type of mooring and rights of use period granted shall be stated; the rights and obligations of use holders and the express mention that the purchaser is subject to the provisions of these regulations shall be included.

26.2. Contracts awarded prior to 1 August 2001 shall be subject to the full implementation of the provisions of Decree 206/2001 of 24 July and the rules of these regulations as drafted and approved in compliance with the additional rules of this provision.

#### **Article 27. Transfers between individuals**

27.1. The holder of preferential rights of use any port component including those in the service area who is current with payment obligations to the concessionaire may transfer them to third parties on a permanent basis throughout the remaining administrative concession term under the conditions laid out in these regulations and charter. The concessionaire shall be subrogated in all rights and obligations originating from the original transfer contract.

Advance notification of such transfers between individuals must be given to the concessionaire, which shall inform new users of the rules governing the management and operation of both the port and its services and manage the transfer.

This notification should state the name of the user and the price agreed by the parties for the transfer.

In the case of contracts for rights of use transfers, the concessionaire's right of first refusal is acknowledged and may be exercised within 30 days from the date on which the transferor and the transferee provide notification of the transfer and the agreed price.

If the club does not exercise the right of first refusal, the transfer between individuals shall result in payment to the club of the annual "mooring preparation" fee approved by Club Nàutic L'Escala's General Meeting.

After the new user has accepted the conditions of use, the transfer of rights of use can be made. The transfer must be documented with a private or public certificate stating the concessionaire's agreement.

27.2. In the event that a rights of use holder vacates their assigned location, they must notify the Port Management, which shall be entitled to transfer it to third parties, transient parties or through temporary transfers without the involvement of the holder in determining the price pursuant to Article 25 of these regulations.

## **Article 28. Transfers between individuals for commercial purposes**

### **28.1. Transfers through donation.**

Rights of use donations shall only be valid and accepted by the concessionaire if they are in favour of the holder's ascendants, descendants or spouse under the conditions laid out in the marina's bylaws, internal rules and port regulations in force.

The fee for the transfer of rights between the aforementioned individuals shall not accrue in favour of the concessionaire.

### **28.2. Transfers on death.**

The heirs of a deceased rights of use holder must provide the details of the new holder within six months from the date of death.

Holders not interested in maintaining rights of use shall transfer the same in accordance with regulations on transfers on death.

## **Article 29 Conditions required for validation of transfers by the concessionaire.**

For all transfers, whether permanent or temporary, the following conditions must be met:

- a) The transferor is the current on payment of financial obligations owed to the concessionaire.
- b) The transferee is subrogated in the rights and obligations of the transfer permit.
- c) The concessionaire has been notified about the proposed transfer pursuant to Article 27 of these regulations.
- d) In the case of permanent transfers, the concessionaire has not exercised its right of first refusal within the period stated in Article 27 of these regulations.
- e) In permanent rights of use transfers, the transferor must have activated the rights of transfer referred to in Article 27 of these regulations.

## **Article 30. Registry of rights of use transfers**

The concessionaire shall keep a registry of rights of use holders.

Prior inclusion in the registry shall be required to obtain the rights of a holder. If this requirement is not met, the respective holders may not acquire rights of use, transfer rights or use the property.

Inclusion in the registry shall entail meeting all the requirements and standards laid out in these regulations.

## **Chapter Two Cancellation of rights of use transfers**

### **Article 31. Reasons for cancellation.**

In addition to the general reasons covered in the Ports Act of Catalonia, the Port Ordinances, bylaws and internal regulations, the concessionaire may also cancel rights of use for any of the following reasons:

31.1. Non-payment of periodic fees or others that are required.

31.2. Repeated failure to meet obligations stipulated by the Board of Directors based on these regulations and other applicable rules.

31.3. Repeated failure to comply with orders from the executive management or boatswain.

31.4. Loss of status as a rights of use holder pursuant to the organisation's bylaws.

31.5. Transferring rights of use without complying with the requirements of these regulations.

### **Article 32. Effects**

32.1. In the aforementioned cases, the concessionaire shall require written proof that a mooring holder has fulfilled their obligations by paying sums owed or by correcting the violations or lack of use for which they have been cited within twenty days following notification of the same.

If this requirement is not met, the concessionaire may terminate legally and/or for administrative purposes, where applicable, their obligations or cancel the rights of use transfer.

32.2. After this requirement has been met and the concession period has ended as provided in paragraph one of this Article, the concessionaire may decide whether to cancel the agreed service in accordance with and as provided in Article 36 of these regulations.

32.3 Cancellation of rights of use implies the obligation to vacate the berth or port facilities and relinquish rights of use, leaving them completely free, unoccupied and available to the concessionaire, and having no rights to sums paid by holder.

32.4 Automatic cancellation of the right of the berth in compliance with the provisions of the Articles of Association also entails the obligation to remove any vessels. Failure to remove vessels shall entitle management, through verifiable notification, to remove and leave them in drydock. Owners shall thus be liable for payment of fees required to recover their vessels.

## **TITLE THREE**

### **Use of port facilities.**

#### **Chapter One**

##### **General rules**

### **Article 33. Entrances, roads, promenades and other public and free facilities**

These facilities shall be used pursuant to the provisions of Chapter Two Title One of these regulations and under the limitations on use mentioned therein.

#### **Article 34. Reserved access or use facilities.**

34.1. Visitors are prohibited from entering areas that the concessionaire has allotted on an exclusive or reserved basis and that are reserved for holders of preferential rights of use and for the concessionaire.

34.2. Professionals and people working in port facilities must verify in advance that they are authorised to exercise their activity, that their workers are properly registered in compliance with labour and taxation legislation, and that they have taken out insurance for liability, damage to third parties and fire valued in accordance with the damage that they could cause to the marina.

Otherwise, the port management may order the immediate cessation of their activity until certification of compliance with tax, labour and insurance regulations has been provided.

#### **Article 35. The port facilities in general.**

The use of port facilities by either holders of rights of use or by visitors shall always be in compliance with the requirements of the Catalonia Port Act, its Port Ordinances, the rules of these regulations and the instructions provided by port management and payment, if applicable, the prices, fees and/or charges that have been set.

All users must obey the instructions and directions of the Port Management, the concessionaire, the Port Director, their officers and other marina staff.

Holders of rights of use to port facilities are required to pay participation fees, prorated property tax, repair and maintenance fees, and other sums payable pursuant to the provisions of Articles 71 and subsequent of these regulations.

The provision of services makes payment of accrued fees set yearly by the concessionaire mandatory.

#### **Article 36. Cancellation of services.**

36.1. The Port Director may cancel the provision of a service following a prior written requirement for the user to make corrections within a set period. This notification shall warn that an immediate cancellation of the service will result from any of the following situations:

- a) When fees for services have not been paid in accordance with set rates and within set time limits.
- b) Non-payment of damage settlements.
- c) Whenever moorings, business premises, storage areas, car parks or any other facilities are used for purposes other than those stated in the regulations or transfer certificates, following a warning from the Port Director.
- d) When users do not allow entry to ships, premises, storage areas or any other port facilities during working hours or for a normal relationship with exterior staff authorised by the port management to inspect the facilities.

e) Negligence by users in regards to the general conservation of vessels, premises or facilities.

f) When fees, prices, rates and charges for general expenses that are required pursuant to these regulations have not been punctually paid.

g) For breach of the rules of use of port facilities stated in the previous article.

h) For breach of the obligations specifically stated in Article 21 of the Government of Catalonia's Port Ordinances.

36.2. In such cases the management shall proceed in compliance with the provisions of Article 25 of the Port Ordinances.

36.3. The service cancellation shall entitle the port manager to implement the measures provided for in Article 25 of the Government of Catalonia's Port Ordinances and initiate the procedure for cancellation of rights of use.

### **Article 37. Prohibitions**

The following are prohibited in all areas of the marina:

37.1. Smoking during delivery or fuelling operations.

37.2. Lighting fires or using flame lights.

37.3. Collecting shells, seafood and fishing inside the harbour and its entrance.

37.4. Water skiing, boat rowing, bathing or swimming in harbour waters, waterways and sea entrances. However, the entry of engine-powered vessels at the speed permitted to access docks and petrol stations may be authorised.

37.5. Performing work or modifications to any port facility without the written permission of the port management.

37.6. Throwing way debris, rubbish, liquid waste, paper, coins and shells and materials of any kind, whether contaminated or not, outside the waste disposal areas located on both land and in water. Rubbish must be placed in receptacles provided for this purpose and inside sealed bags.

Violations of this rule, which impact the port's health and safety conditions, shall authorise the management to submit a report to the competent authority. Recurrence of this offense shall entitle the concessionaire to prohibit entry to the marina.

37.7. The use of public address equipment and music players by individuals, when their sound disturbs the port area.

37.8. Meetings, gatherings or events that require special use of the marina's service area without prior authorisation of the Port Director, who shall specify the areas in which they can be held and their conditions for use.

37.9. The driving of fuel supply vehicles except those that supply fuel to marina's petrol station and fuelling vessels outside the petrol station area, unless authorised by management in exceptional cases when such driving and fuelling is justified.

#### **Article 38. Abandoned vessels, cars and objects.**

38.1. In cases of abandoned vessels, vehicles and objects the procedures laid out in Article 28 of the Government of Catalonia's Port Ordinances shall be followed.

38.2. After the application for the declaration of abandonment has been submitted to Ports de la Generalitat, the Port Director shall be entitled to remove the vessel, vehicle or object and transport it to the place they deem appropriate so as not to interfere with normal port activity.

#### **Article 39. Pets**

The entrance, keeping and movement of pets in the marina is allowed provided they are properly constrained, that applicable bylaws are followed and that dogs are muzzled.

## **Chapter Two**

### **Moorings**

#### **Section 1**

#### **Common rules for all moorings**

#### **Article 40. Types of moorings.**

Moorings may be hired on a public pay-for-use basis or for particular time periods. Periodic permits may be assigned based on credits for rights of use or assigned directly by the concessionaire.

#### **Article 41. Vessel conservation and safety**

41.1. Vessels may only be moored in berths assigned to them. Rules for manoeuvres must be followed correctly to prevent damage to the facilities or other vessels, and necessary fenders must always be placed. Holders shall always be required to correctly supervise the proper mooring of boats. Mooring cables and their handling are the responsibility of skippers.

Vessels may only be tied to moorings that correspond to their length and breadth. The maximum length of a vessel is that of the berth, while its breadth must be 5% less than that of the mooring so that fenders may be used. The port management shall decide on the suitability of each mooring based on the preservation and safety of vessels and facilities.

41.2. All moored vessels must be maintained properly in terms of their conservation, appearance, buoyancy and safety.

41.3. If the port management detects that a vessel does not meet these conditions, they will notify the owner or person responsible for it and give them a period of 20 days to repair the stated deficiencies or remove the vessel from the marina.

If the prescribed period ends without this having been done, or if the vessel is in danger of sinking or causing damage to other boats or to port facilities, the Port Director may take at their discretion the necessary measures on behalf of the owner to prevent damage.

In such cases, the Port Director, is authorised to remove the vessel, tow it and place it in dry dock without prior notice.

The cost of removing it from the water, re-launching it, cleaning obstructions or remedying any other situation resulting from the actions taken shall be paid by the owner, and payment may be required in compliance with applicable regulations.

#### **Article 42. Change of vessel moorings**

The port management is authorised to carry out manoeuvres to change the mooring of vessels as necessary for the proper operation of the marina, and it is required to provide proper justification in each case. For this purpose, they must give appropriate instructions to the crew. If crew members are not present, and it is an emergency situation, the port management, through their officers, may carry out the operation directly.

A simple change of mooring creates no right to compensation.

#### **Article 43. Prohibitions**

In addition to the prohibitions set forth in general terms in Article 37 of these regulations, users of moorings are prohibited from the following:

43.1. Having flammable, explosive or dangerous materials onboard vessels with the exception of rockets, regulatory signal flares, fuel reserves cylinders needed for onboard fuelling.

43.2. Carrying out onboard work or activities that are or may be dangerous or disturbing to other users. For these purposes, work or activities must be suspended or their schedules must be changed when required by the management.

43.3. Keeping the engine running with the boat moored to the dock.

43.4. Loosening the halyards in a way that they could hit the mast.

43.5. Using anchors or buoys on the docks or in the port's maritime access channels except in cases of emergency.

43.6. Connecting to the electrical and water systems through means other than those set up by the concessionaire.

43.7. Operating vessels at speeds exceeding three knots within the dock area.

43.8. Operating jet skis outside areas specified by the port management.

43.9. Operating sailing vessels outside the waterways and areas specified by the port management without obstructing the port's entry and departure areas.



43.10. Except in cases of engine failure, operating sailing vessels inside the harbour.

#### **Article 44. Obligations of moorings users.**

All mooring users, whether under a public pay-for-use arrangement or as holders of preferential rights of use, and in addition to complying with the general obligations set out in these regulations, must :

44.1. Comply with any order or indication from the Port Director and their officers.

44.2. Respect the facilities, whether for public or private use.

44.3. Assume joint responsibility for breakdowns, along with rights of use holders and, when applicable, the skipper of the vessel, and cover the cost of needed repairs and compensation to be paid out under the liability system provided by law.

44.4. Observe due diligence in the use of berths and other facilities, keeping them in good condition and in a perfect state of use.

44.5. Meet prices, fees and quotas in compliance with the provisions of Title Five of these regulations.

The vessel, its owner, skipper and if applicable the holder of the rights of use of the mooring shall pay these prices, quotas and fees under the liability regime established by law.

44.6. Take out public liability, personal and boat insurance in compliance with the law for each situation.

44.7. Comply at all times with port regulations and maritime security standards approved by the competent authority in each case, and take actions to adapt to applicable standards within set deadlines.

44.8. Notify the port management about voyages of their vessel longer than three days so that the concessionaire may use the mooring for transient vessels.

#### **Article 45. Cancellation of mooring services.**

45.1. In addition to the reasons laid out in Article 36 of these regulations and in compliance with the provisions of Decree 206/2001 of 24 July which approved the Port Ordinances, the Port Management may cancel mooring services in the event of breach of port and maritime security rules or any of the obligations mentioned in the previous article, whether related to public pay-for-use moorings or those transferred under a rights-of-use arrangement on a permanent or temporary basis.

45.2. The management, following prior written request for conduct to be corrected within 20 calendar days and official notice of cancellation of rights of use, shall be entitled to remove the boat from the berth and place it in dry dock at the location deemed most appropriate or immobilise it in its own mooring.

In this case the associated costs, including towing, lifting, transport, unloading, storage and removal of the same, shall be paid by the holder the rights of use under the liability system set out in Articles 20 and 44.5 of these regulations. The concessionaire has the right to retain the vessel until all debts and expenses incurred have been paid.

## **Section 2**

### **Right of preferential use of moorings**

#### **Article 46. Rights of holders of preferential rights of use for moorings.**

Holders of preferential temporary or permanent rights of use to moorings have the following rights:

46.1. To have a permanent right to moor in their allotted berth, or in the case of a temporary transfer, that to which they have been assigned. This affects all vessels whose width and breadth do not exceed that permitted at the mooring, although the manager must be notified of the presence of a vessel other than the habitual one, and this fact will not result in the accrual of new rates, fees or other sums.

46.2. Boarding and debarking of staff, materials, equipment and items needed for navigation.

46.3. Connect to the water mains and the electricity grid using items approved by the concessionaire and pay the required fees if applicable.

46.4. Use other port facilities pursuant to the requirements of these regulations and pay the applicable tax and fees.

46.5. Enjoy privacy in one's mooring berth.

46.6. Transfer rights of use to third parties pursuant to the provisions of Articles 24 and following of these rules.

46.7. Breach of the provisions of this Article or the exercise of preferred rights of use in a way other than that authorised entitles the director to terminate the mooring service.

## **Section 3**

### **Public pay-for-use moorings**

#### **Article 47. Public pay-for-use areas.**

This is the area for public pay-for-use mooring for vessels in transit. They shall be properly identified pursuant to the provisions the Order of 10 August 2002 which regulates the identity and image of marinas in Catalonia.

#### **Article 48. Requesting services.**

48.1. The entry, mooring and departure of vessels of users in transit must be requested from the boatswain or by any means that the dock has stipulated (fax, Internet, phone, VHF, channel 9, or in person at the waiting dock) and with a statement of the services that they wish to use. The request for services within the marina shall be made as follows:

a) Skippers must provisionally moor in the waiting dock or where they are told to moor.

b) Requests must be submitted as soon as possible to the marina's main office and include the vessel's characteristics, length of stay and other required details. Users shall be informed of regulations, prevailing rates, allowable lengths of stay, and they must sign the corresponding application form which shall constitute a service contract that is binding for both parties.

c) The port management or dock staff may require the payment of a reasonable deposit or security to cover the cost of services requested, which should be made users you occupy the berth assigned to them or use the service they require. If deemed appropriate the port management may charge their credit card as a guarantee in accordance with current banking practice.

d) Users may also, before mooring is authorised, or at any time during their stay in the marina, inspect the condition of the vessel and particularly anything related to environmental protection measures as stated in these regulations. The management may also refuse or terminate service, and require the immediate departure of vessels from the port waters if they do not conform to the marina's provisions and regulations.

e) In the event of night arrivals, the crew on duty may require boat skippers to leave their crew list or another guarantee, which shall be returned the next day at the marina offices. Alternately, advance payment for the service may be made.

f) Before departure, skippers must notify the boatswain or marina office of their departure time, which must always be before noon, and pay for services received.

48.2. In cases where the applicant is not allowed to stay in the marina or does not respect the conditions that have been set out in the granted authorisation, they must leave the waters of the same.

48.3. All vessels in the marina whose entry has not been authorised may not leave without paying the full fees for services used during their stay.

48.4. Failure to pay the full sum of the stipulated fees shall entitle the concessionaire to retain the vessel, terminate its services and take the actions provided for in Article 36 of these regulations. To this end the Port Director may require the assistance of the security services.

#### **Article 49. Refusal to provide service.**

The management of the port and/or its officers may refuse entry and service provision in the following cases:

a) When the person or organisation that requested the service refuses to sign their application.

b) In the event that the vessel does not meet regulatory safety conditions as determined by the port management.

c) When the person or applying for the service does not have proof of liability insurance in force to cover damage to other vessels or port facilities, or the cover required by the concessionaire for the type of vessel in question.

d) When it is found that the service applicant or their vessel have not paid for services that have been provided to them in any other port, including ports outside Catalonia, unless the applicant deposits, in addition to the deposit required for the service requested, the sum owed to the creditor port.

## Chapter Three

### Entry, stay and parking in the marina

#### Article 50. Entry

50.1. The entry, driving and parking of vehicles by marina users must be done in the areas identified for this purpose and is subject to the payment of vehicular entry fees for the marina. Users may only leave after paying the appropriate fee at the departure control area.

Fees for these services shall be posted on the marina's notice board. Vehicles must obey traffic and other related laws at all times and never exceed the speed limits indicated by the concessionaire.

50.2. The Port Director may deny access to vehicles whose condition or other characteristics may pose a risk to the marina.

Except for the fuel supply lorries at the marina's petrol station that has been duly authorised by the Port Director, entry to the dock is prohibited to all vehicles transporting fuel or hazardous or explosive materials.

The parking of caravans and motor homes is expressly prohibited

#### Article 51. Stay

While the area for parking and public access is free for pedestrians, as in any other public area, the concessionaire will not accept vehicles inside the marina as a deposit and only authorises, against payment of the relevant fee, only one space in the designated areas. Therefore, as already stated, management are not liable for damage, theft or robbery of parked vehicles or their accessories or of property stored inside them.

#### Article 52. Removal of vehicles.

52.1. The Port Director is authorised to remove vehicles parked outside the marked areas if they obstruct movement within the premises of the marina and when the situation of a vehicle hinders support activities provided to marine vessels or causes serious harm.

52.2. When a vehicle is removed, it shall be left in an area within the port facility designated for this purpose. The vehicle holder or user must pay any costs incurred before departure.

52.3. If it is deemed necessary for the proper functioning of the dock, the Port Director, in accordance with the provisions of Article 23.4 of Catalonia's Port Ordinances, may request the cooperation of the town council's municipal services.

## Chapter Four

### Section 1 Business premises

#### Article 53. Location of premises.

53.1. The holder of rights of use for a business premises may use it for any lawful business activity permitted by general legal regulations, use plan, these regulations and the terms of the transfer certificate. However, users must report any change of activity to Club Nàutic l'Escala, and the concessionaire may exercise the right of veto and cancel the rights of use contract for the premises if it deems that it is justified for proper operation of the marina.

53.2. The certificate for transfer of rights of use of premises may state the types of activities that can be carried out in the premises which are the object of the rights of use transfer. In this case the rights of use holder may not carry out an activity other than that authorised, unless written authorisation is obtained from the Port Director.

#### **Article 54. Lack of use of premises.**

54.1. Holders of rights of use for premises must start their business activity no more than six months from the time it is made available to them.

54.2. They are also required to carry out the approved activity in the premises that are the subject to the transfer with the continuity agreed in the transfer certificate.

54.3. For health and safety reasons, the port management may require holders of rights of use for premises not used to close them in compliance with the relevant technical specifications. Failure to comply with this requirement shall entitle the concessionaire to close the premises at the holder's expense. Non-payment of related costs shall be cause for termination of the rights of use transfer.

#### **Article 55. Enclosures, signs and awnings.**

55.1. The holder of rights of use on the premises must previously submit their outdoor decoration plans as well as any other future changes to the same to the concessionaire. The concessionaire may not refuse authorisation provided the following conditions are met:

55.1.1. Enclosures: They may only be put up in the space within openings to the outside of premises, in the case of a grouping of several premises with a single holder. The concrete piles of the façade may not be painted, coated or resurfaced without the express consent of management.

55.1.2. Signs: They must be placed under the cantilever and may not exceed the interior boundaries of grouped premises. Under no circumstances may flags be flown.

55.1.3. Awnings: The design of awnings shall be subject to the approval of the port management, who may adopt one or several common models to maintain collective harmony.

#### **Article 56. Opening and closing schedule.**

The business schedules for each premises shall be those established by the local authorities, together with the Port Director. Failure to comply shall result in the filing of a complaint with the competent port authority and the initiation of appropriate disciplinary proceedings.

Moreover, repeated failure to comply with opening and closing hours for premises may result in termination of the rights of use contract for the premises when it affects the proper functioning of the marina.

#### **Article 57. Waste disposal.**

57.1. Waste must be placed exclusively in containers located in the marina.

57.2. It is prohibited to deposit merchandise or any type of package in service areas, terraces, pedestrian crossings, roads, pavements and generally outside of premises.

#### **Article 58. Speakers, music playing devices and PA equipment.**

They are only allowed inside premises and may not emit sounds louder than fifty decibels as measured from outside the premises and from the closest neighbouring premises.

Breach of this article shall oblige the Port Management to file the corresponding complaint with the competent authority to open disciplinary proceedings.

#### **Article 59. Government permits. Insurance and storage of hazardous materials.**

59.1. To begin their business activity, the holders of rights of use for premises must have appropriate government licenses and permits.

59.2. They must also take out public liability and fire insurance that is related to and consistent with the risks of their activity.

59.3. The holders of the premises shall be responsible for any damage or injury that their patrons may cause.

59.4. Explosive, dangerous, unpleasant or unhealthy materials may not be stored in the interior of the premises.

### **Section 2 Storage facilities**

#### **Article 60. Storage facilities.**

Storage areas have been fitted for the storage of equipment and materials for vessels.

It is prohibited to conduct any business activities or carry out repairs to boats or engines that should be performed in premises and workshops in the storage areas.

If this provision is breached, the port management must order the immediate cessation of the business or repair activities and notify Ports de la Generalitat so that they may initiate the corresponding disciplinary proceedings.

### **Section 3 Terraces**

#### **Article 61. Definition of terraces.**

These areas are separated from others by decorative or garden elements and may only be used with prior authorisation from the port management and following payment of the required fees.

Use of terraces is limited to premises owners in the hospitality or similar areas and for the exhibition and sale of new boats or those that because of their state of conservation are thus authorised by the Port Director, with the express exclusion of any other activity.

#### **Article 62. Terms of use.**

62.1. Terraces may only be used with prior authorisation of the port management upon payment of the required fees.

62.2. Request for use.

Rights of use holders or tenants of premises with rights of use to terraces who are current on all payments owed to the concessionaire may submit applications.

62.3. Allocation of areas.

The port management shall assign each applicant the area to be used under the following conditions:

- a) Areas shall be assigned in accordance with applications and the general zoning plan for terraces.
- b) In the event of conflict, priority shall be given to premises which include a building front that is the same width as the façade.
- c) Agreements between contiguous premises are acceptable.
- d) The port management shall resolve any conflicts that may arise.
- e) Grants shall be for the entire authorised period.
- f) Documentation shall be through written contract between both parties.

#### **Article 63. Fees for the use of terraces**

63.1. The concessionaire shall determine the annual sum to be charged to terrace users.

63.2. Non-payment of fees, which are due prior to use, shall be cause for termination of the assignment.

#### **Article 64. Works and installations on the terraces.**

Works or installations in terraces must comply with municipal ordinances and have the proper licenses. The following criteria must be met:

64.1. Carrying out works of a permanent nature is prohibited in terrace areas, as is making holes or chases. Electrical cables must run under chases and comply with safety standards laid out in relevant legislation. Mobile structures are permitted with the authorisation of port management.

64.2. Only seats, tables, tables, chairs, sofas, and low counters that are moveable and not attached to the ground, and when applicable new boats for exhibition, or as laid out in Article 69 of these regulations, may be placed in terraces. Auxiliary service furniture or components that produce bothersome smoke or that because of their height obstruct the view of other premises in the sector, as well as other signs that obstruct such views, will not be permitted.

64.3. Divisions between terrace areas must be glass, translucent or garden elements, and their height may not exceed 1.5 metres from the ground.

64.4. Speakers or public address equipment will not be allowed in terraces unless they are those found throughout the port and comply with the previously mentioned maximum allowed decibel levels. The Port Management shall have the authority to grant or refuse permission for installation and in cases of authorisation, the establishment of relevant conditions.

64.5. Any performance, show, concert or activity on the terraces, except those that are habitual and authorised, shall require prior authorisation of the port management.

64.6. Terrace decoration shall always be made with moveable elements and with the previous approval of the port management. The port management shall require occupants of terraces that do not meet minimum standards of quality and harmony with respect to their surroundings to remedy the detected anomalies. Continued acts against the interests of the marina will result in termination of the contract for use of the terrace.

#### **Article 65. Cleaning and maintenance.**

The cleaning and maintenance of the area shall be provided by the applicant. However, the concessionaire may agree to pay for the cleaning of these areas and charge users for this service depending on the floor area of each one.

#### **Article 66. Removal of items installed in terraces at the end of the authorised period.**

66.1. All elements occupying the terrace must be removed by the applicant at their expense within five days following the expiry of period of the contract for use of the terrace. After this period, the port management may order the removal of existing items and store them in an appropriate location, which may be a general storage facility contracted for and paid by the applicant, with the first month paid. All expenses shall be paid by the applicant under joint and several liability and by the holder of the rights of use of the premises affixed to the terrace, in the event that they are different.

66.2. After this five day period, the Port Management will be authorised to isolate the terrace and components with fences and declare the terrace "closed for use". In such cases, the assistance of the security forces may be requested.

### **Section 4**

#### **Common provisions for premises, storage facilities, terraces and car parks**

**Article.67. Definitive cancellation of rights of use.**



The definitive cancellation of the rights of use for premises, storage facilities and car parks shall be governed by the provisions of Chapter One of the Title pursuant to these regulations.

It is expressly prohibited to permanently transfer rights of use for terrace areas, as only the port management may grant authorisations for use.

#### **Article 68. Temporary transfer of rights of use to third parties:**

68.1. The concessionaire or the holder of a right of permanent use may temporarily transfer the premises, storage or car park to third parties for the period and price it deems appropriate.

68.2. These transfers must comply with the provisions stated in Chapter One of the Title pursuant to these regulations.

### **Chapter Five Service Station**

#### **Article 69. Exclusivity of provision**

69.1. Fuelling operations may only be done in the area referred to in Article 3.2.6 of these regulations and pursuant to the safety conditions laid out in hydrocarbon legislation.

69.2. It is prohibited conduct fuelling operations outside the facility and in particular by petrol tankers directly to boats unless authorised in writing by the port director.

### **TITLE FOUR Environmental incidents**

#### **Article 70. Discharge or spillage**

70.1. The discharge or spillage of industrial waste, oil, grease from bilge water and other contaminants must be done exclusively into containers which have been especially prepared by the concessionaire to receive them.

In addition, the extraction of gray and black water from ships shall be carried out using their suction station, installed at the port service station.

It is prohibited to drain water containing oils, hydrocarbons, suspended matter, plastics or other materials or pollutants, and to expel earth, rubbish, debris, fish remains, rubble, by-products from the cleaning of ship bilges or any other material.

Individuals or legal entities that cause discharges or spillage shall be liable for cleaning and repair costs as well as any penalties that may arise from non-compliance with the provisions of the Ports of Catalonia Act 5/98.

The concessionaire is authorised to commission appropriate cleaning and repair works and charge the responsible party for their cost.

70.2. The concessionaire is responsible for the management of waste produced or stored within the concessionaire area and may in such cases may charge the related expenses to waste producers, in compliance with the annual expense budget approved pursuant to Article 73 of these regulations.

70.3. Environmental incidents resulting from negligence, lack of preventive measures or violations of regulations shall entitle the port management to cancel a the activities of a company, boat or person responsible within the marina. In cases of serious or repeated actions, they may also terminate the preferential transfer of rights of use.

70.4. Users should dispose of their plant waste and other rubbish in the containers provided by the marina.

70.5. An attempt shall be made to carry out a selective collection of rubbish.

70.6. Vessels must comply with the prohibitions laid out in Article 43 of these regulations.

## **TITLE FIVE**

### **FINANCIAL SYSTEM**

#### **Chapter One**

#### **Financial compensation for services.**

##### **Article 71. Accreditation fees.**

Users of a port service or users holding a right of use to any port facility, even when they do not use that right, must pay the concessionaire the fee for the service or right. The latter may also charge them for any expenses it incurs.

All users shall be notified of current fees, prices and set rates, as well as the criteria for changes in the same, which shall always be displayed on the marina's notice board.

##### **Article 72. Fees for individual services.**

Fees for individual services such as public pay-for-use mooring areas, stranded boats, towing, bus services, the entry and parking of vehicles, use of terraces and other port areas, and other similar services shall be charged at appropriate fees in addition to those associated with rights of use, when applicable.

Fee amounts shall be proposed by the Port Director, approved and duly notified to the port authority, and exhibited permanently on the notice board at the marina's offices.

They shall be immediately applicable from the time notification is made to the Port Authority.

##### **Article 73. Cost sharing.**

For each financial year, the Port Director shall propose the budget for general expenses to be charged to each holder of rights to preferential use at the marina (moorings, shops,

storages or storage rooms) to the Board. This shall include canons, property tax (the portion not affected or transferred directly to specific port components) office expenses, staff and management expenses, crew, cleaning and general surveillance, cost of supplies, maintenance and repair of facilities, rubbish collection and all costs directly attributable to the operation of the marina.

## **FINAL PROVISIONS**

### **ONE. Dissemination of Regulations**

These regulations, which shall be obligatory for all users, shall be available at the marina offices.

### **TWO. Amendments to the Regulations**

The concessionaire reserves the right to amend these regulations for operations and port regulations, following approval by the Ports de la Generalitat. Such amendments shall take into account the operational conditions and needs and be duly publicised.

### **THREE. Compliance of rights of use transfers to prevailing port regulations.**

Rights of use transfers granted to the present time must comply with prevailing port legislation provided they do not breach any previous agreement through which rights had been previously acquired.

However, this provision does not affect the general provisions.