



# PORT GINESTA

## INTERNAL OPERATING AND POLICING REGULATIONS

### OF THE PORT GINESTA MARINA

*Regulations approved by the Ports Department of the Directorate General for Ports and Transportation of the Autonomous Government of Catalonia (Generalitat) on February the 17th, 2003*

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- Article 61, section 1, approved on December 20, 2004
- Articles 22, 42, section 1 of Article 47, section 1 of Article 67, 96 and 97, approved on August 23, 2005
- Articles 1, 26, 56, 61 and 94 on occasion of the enlargement of the port, approved on January 18, 2008

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## **BACKGROUND**

These Internal Operating and Policing Regulations of the “Port Esportiu d’Invernada de Vallbona”, hereafter referred to as Port Ginesta, have been drafted pursuant to the terms established in the additional provision of Decree 206/2001, of July 24, of the Generalitat of Catalonia, approved by the Port Administration on February 17, 2003, substituting the prior Internal Operating and Policing Regulations published by Port Ginesta in June, 1986, notarized before the Notary of Barcelona Mr. Teófilo Prieto Castañeda on November 28, 1986 and registered in volume 1.168, book 256, folio 104 of the Land Registry Office in Sitges, and their annexes I (December, 1986), II (July, 1989), IV (March, 2000) and V (June, 2000) which have been published and incorporated in these regulations.

The modifications of Articles 22, 42, 47, 67, 96 and 97 were approved on August 22, 2005 and the modification of Article 61 was approved on December 20, 2004.

The modifications to the background and Articles 1, 26, 56, 61 and 94 resulting from the enlargement of Port Ginesta were approved on January 18, 2008.

## **TITLE ONE**

### **GENERAL PROVISIONS**

#### **Chapter One Objective and applicable scope**

##### **Article 1.- Object of the Regulations.**

The objective of these Regulations is to establish the general rules of use and operation of the various elements making up the entire scope of the administrative concession granted on April 10, 1984 to Societat Port Ginesta, S.A. for the operation of the Port Esportiu d’invernada de Vallbona, known as Port Ginesta, located within the city limits of Sitges, and the administrative concession to carry out the enlargement works, and their later operation, granted on March 7, 2006, without prejudice to all those other rules that may be applicable, especially Law 5/1998 of April 17, on the Ports of Catalonia, and the Port Policing Regulations, approved by Decree 206/2001.

The unitary character of the initial area of the port and the area of the enlargement is hereby established by concessional specification for the duration of their respective concessional periods.

Furthermore, it regulates the relations between the port concessionaire and holders of preferential rights over port elements included within the scope of the aforementioned administrative concession and with the rest of users listed in Article 2 of these Regulations.

## **Article 2.- Applicable scope.**

2.1.- These Regulations are applicable and of mandatory compliance within the Port Service Area, and other elements and areas making up the administrative concession, especially affecting:

a) Any persons, vehicles and machinery found in the Service Area, of either a permanent or temporary nature, or that make use of the dikes, roadways, docks, pontoons, parking lots, store rooms, premises, and any other facility or element therein.

b) Any persons or vessels that use the inner waters, the outer port area and the exterior waters immediately surrounding it; the access channels, moorings and any other services in the water or on land.

c) The rights-holders and users of any title, of usage rights or indivisible shares of a usage right, and any user of any element that makes up the Port Service area.

2.2.- These Regulations will be applicable to any rights assignments granted prior to their entry into force, with any clauses that infringe the Ports of Catalonia Act, the Port Policing Regulations of Catalonia and the specifications of these Regulations being left null and void. The port operating system will be understood as modified to adapt it to the legislation in force.

## **Article 3.- Compliance violations.**

Non-compliance with any of the obligations described in these Regulations will constitute a violation classified as per Article 102.3b) of Law 5/1998, of April 17, on the ports of Catalonia.

### **Chapter Two Zoning of the Port. Purpose**

## **Article 4.- Zoning.**

4.1.- The Service Area of Port Ginesta is the area marked out in the final inspection report of the port, and is made up of the areas identified in Plan 1, which forms part of these Regulations, in which each of them is identified.

4.2.- The following areas are identified in the aforementioned zoning plan:

### a) pedestrian areas of free and public use.

- a.1.- Dikes
- a.2.- Pedestrian esplanades
- a.3.- Roadways
- a.4.- Green areas

### b) Pay-per-use public areas.

- b.1.- Public moorings
- b.2.- Vehicle parking spaces
- b.3.- Small craft esplanade
- b.4.- Boatyard

- b.4.1 covered
- b.4.2 open-air
- b.4.3 exhibition
- b.4.4 annex

c) Areas with access restricted to the Concessionaire.

- c.1.- Harbormaster's office building
- c.2.- Meter rooms
- c.3.- Transformers
- c.4.- Waste processing facility
- c.5.- Water tanks
- c.6.- Service boxes

d) Areas of use reserved for rights-holders.

- d.1.- Moorings
- d.2.- Store rooms
- d.3.- Retail building
- d.4.- Terraces
- d.5.- Workshops building
- d.6.- Apartment area
  - d.6.1.- Building
  - d.6.2.- Gardens for private use
  - d.6.3.- Community use gardens
  - d.6.4.- Swimming pool

e) Areas of use reserved for port users

- e.1.- "Punt net" recycling site
- e.2.- Vehicle parking spaces for mooring users
- e.3.- Vehicle parking spaces for apartment users
- e.4.- Pontoons
- e.5.- Toilets, showers and dressing rooms
- e.6.- Filling station and vacuum station

**Article 5.- Purpose.**

The purpose of the port service area is its usage by recreational or sport craft, including rental vessels or tourist cruises, and in general, any additional purpose concordant with the nature of the port, and duly authorized by its Management.

In case of emergency or *force majeure*, vessels of other characteristics may occasionally use the port for the duration of such circumstances.

Under no circumstances will such an emergency or episode of *force majeure* exempt the vessel or its crew and/or users from compliance with these Regulations and all other applicable provisions, as well as the obligation to observe the indications and instructions issued by the Management, nor will it exempt them from the obligation to pay all applicable tariffs.



The Captain or Skipper of the vessel that arrives in the port in such circumstances must conduct the necessary formalities, communicating their distress arrival to the port Harbormaster's Office.

Vessels that depend on various administrations, in the course of their inspection or surveillance duties, may use the port facilities, mooring free of charge at the point indicated by port management, and paying for any supplies or other specific services that they may request.

#### **Article 6.- Regulation of the various areas.**

The use of the areas indicated in Plan 1 will be subject to the following rules:

##### **6.1.- Public usage areas.**

All areas indicated as accesses, pedestrian esplanades, docks, roadways, gardens, dikes, sills and breakwaters, as well as vessel accesses to the reflecting pool and the outer waters adjacent to dikes and sills will be free-for-use public pedestrian areas.

##### **6.2.- Pay-per-use public areas.**

The areas devoted to public services, such as pay-per-use public moorings, the parking lot, small craft area and covered boatyard, open-air boatyard and exhibition area will be for public use, once the relevant tariffs have been paid.

##### **6.3.- Areas with access or usage restricted to the Concessionaire**

The access or usage of areas devoted to the Harbormaster's office building, electrical panels, transformers and utility enclosures and the waste processing facility will be restricted to the concessionaire.

##### **6.4.- Areas with usage restricted to rights-holders.**

Areas indicated as private moorings, the retail area, workshops and nautical exhibition area, and the "apartment" area with the garden and pool included within their premises will be reserved for the holders of the relevant usage rights.

The terrace areas belong to the concessionaire, who may assign their usage to the rights-holders of the commercial premises devoted to hospitality businesses pursuant to the terms of these regulations.

##### **6.5.- Areas restricted to port service users.**

The areas and systems for waste collection, parking spaces reserved for moorings and apartments, access to pontoons, restrooms, showers, dressing rooms and the filling station will be restricted to the port service users, including rights-holders, once payment of the relevant tariffs has been settled.

#### **Article 7.- Limitations of usage.**

Port Management may, due to security or operational reasons, set time and hourly restrictions for the usage of any port elements.

Any such restrictions will be posted on the port bulletin board.

## **Chapter Three**

### **Management, Administration and Inspection of the Port - Disciplinary regulations**

#### **Article 8.- Management.**

8.1.- The management of the Port by the Concessionaire will be conducted under the terms of the administrative concession granted in their favor.

8.2.- The concessionaire will designate a Port Director to whom the daily management and operations of the port will be delegated. The Director may delegate the duties of operations, safety and conservation to a Harbormaster. In any event and pursuant to Article 57 of Law 5/1998 on the Ports of Catalonia, the technical operational and conservation duties must be exercised by personnel with the necessary professional qualifications at all times.

The designation of the Director and, if relevant, the Harbormaster, must be communicated to the competent Directorate General for Ports, which may oppose them for duly justified, objective reasons.

#### **Article 9.- Management bodies.**

9.1.- Board of Directors

9.2.- Port Director

9.3.- Harbormaster

#### **Article 10.- Competencies of each body.**

The Board of Directors will be responsible for the legal representation duties for the concessionaire company, make strategic decisions and designate the Port Director.

The Port Director will be responsible for the port management and operation tasks, with the only limitations being those imposed by the Board of Directors. Specifically, the Director must organize the port's administrative services, making the necessary settlements on behalf of the concessionaire and the general organization of the port and its services, traffic, accesses and the Internal Operating and Policing regulations.

The Port Director may delegate to another person or persons all or part of their duties, with such a person acting as their representative in this case.

The Port Director will delegate to the Harbormaster the regulation of vessel movement operations, arrivals, departures, maneuvers and docking, in addition to movement of cargo, vessels and vehicles on piers, roadways, careening area, and the security of the facilities and persons.

The posts of Port Director and Harbormaster may be held by a single person, at the Board of Directors' discretion.

#### **Article 11.- Port inspection and security service**

The inspection and security service of the port, as regards occupation of the public domain, and with the works, services and operations conducted therein, will be exercised by the Department of Territorial Policy and Public Works of the Autonomous Catalan Government, through the Directorate General competent in Port Affairs.

#### **Article 12.- Disciplinary regulations.**

For any disciplinary violations and penalties, the terms of the Ports of Catalonia Act and the Port Policing Regulations of the Autonomous Catalan Government will be applicable.

### **Chapter Four Internal security**

#### **Article 13.- Internal security.**

The port only has a general, and under no circumstances individualized, security service that, as it is a service of optional provision pursuant to Article 88 of the Ports of Catalonia Act, is not provided by the concessionaire. Therefore, the port will not be responsible for any damages, robberies or thefts that could be suffered by the vessels or their accessories and effects, or those of vehicles parked inside the port facility. Their owners will be responsible for adopting the necessary security measures to prevent such crimes, and especially, securing the insurance policies that would cover such risks.

The concessionaire will be entitled to install video surveillance cameras in the port facility, providing the necessary signposting at the port entrance.

#### **Article 14.- Security personnel.**

Any security personnel performing their duties inside the concession, even if they have been hired by a retail premises rights-holder, must have the authorization of the concessionaire, and conduct their activities within the terms of the legislation on private security and the instructions and guidelines established in this area by Port Management.

#### **Article 15.- Emergency plan.**

The Concessionaire has developed an Emergency Plan that is annexed to these Regulations. This Plan will be the guideline for action by port personnel in case of emergency.

In the event of a storm, fire or other emergency that could affect the port, its facilities, property or persons, the skippers, crews, vehicle owners and port users must take the necessary protection and precaution measures, and will obey the instructions given to them by port personnel in application of the Emergency Plan.

## **Article 16.- Admission rights**

16.1. The concessionaire reserves the right to admission into the port service area, and may bar access by persons who, due to their behavior, could presumably be inappropriate or troublesome for the normal operation of the facility.

## **Chapter Five.- General responsibilities**

### **Article 17.- Of the Concessionaire.**

17.1.- The Concessionaire will only be responsible to users of the port and the holders of any usage right, for those acts that, pursuant to the legislation in force, may be directly attributable to them, or the personnel under their management.

17.2.- In any event, port visitors and users will be admitted into the facility under their own responsibility. Neither the Concessionaire nor the Port Management will be responsible for any accidents that they may suffer except in the aforementioned cases.

17.3.- As for liability before the Administration and Port Authority, the terms of the Ports of Catalonia Act and Port Policing Regulations will be applicable.

### **Article 18.- Liabilities for damages in the public domain.**

Pursuant to Article 112 of the Ports of Catalonia Act, and Article 17 of the Port Policing Regulations, anyone who by action or omission causes damages to the public port domain will be obliged to repair and restore any damaged items to their previous state, and to pay compensation for the damages caused, if relevant, and the pertinent coercive fines.

If, due to emergency causes, and in compliance with the instructions received from the Directorate General competent in Port Affairs, the Concessionaire had to make said reparation on a subsidiary basis, the causer will be obliged to pay for the cost of the reparation in a period not to exceed fifteen (15) working days, counting from the notification.

If the causer is a rights-holder, they will not be entitled to assign this right to any third party until the claimed amount has been settled.

### **Article 19.- Liabilities for damages to the property or rights of the Concessionaire and others of private property.**

19.1.- The usage rights-holders, other users of the port, and third parties, will be responsible pursuant to the terms of private law, for any damages they may cause, for which they are to blame or negligent, to the property and rights of the concessionaire, as well as the private property of third parties.

19.2.- Negligence will be presumed to exist when legal or regulatory precepts or Port Management orders and/or instructions have been contravened.

19.3.- The concessionaire will be entitled to repair any damage caused, and charge the cost of the damage reparations to the causer.

#### **Article 20.- Liabilities for damages caused to public services.**

Without prejudice to the penalties and liabilities referred to in the previous articles of these Regulations, the third parties or users of the port services and/or facilities who, due to their actions or by default, with blame or negligence, damage the provision of any port service, must compensate the concessionaire or holders of the affected services for the damages caused by said actions.

#### **Article 21.- Liability of persons external to the port.**

21.1.- Anyone inside the port premises for the conduct of any duty, task or work, and any other provider of any type of service therein, must comply with the specifications regarding occupational hazard prevention, and be covered by the relevant work accident, civil liability and fire insurance policies that cover the cost of repairing any damage they may cause, as well as any damage caused by service stoppages, faults, accidental breakdowns or incorrect maneuvers of the elements put in use for the provision of the service.

21.2.- Port Management will be entitled to request at any time that the aforementioned persons produce documentary justification of their insurance policy's validity.

21.3.- If the request is not satisfied, Management will be entitled to suspend the activity being carried out.

#### **Article 22.- Liability.**

The owners of vessels, vehicles, and other property that are within the port premises, and the holders of rights to moorings, retail premises, store rooms, and other installations, will respond on a joint basis before the Concessionaire for the debts contracted with it, and the damages caused by their belongings or third parties who in any capacity (users, skippers, crew members, drivers, employees, leasers, etc.), use the vessels, moorings, vehicles, premises, store rooms, the apartments or any other facility that they hold the rights to.

The owners, skippers, crew members, employees, users of vessels and other property inside the port, and the temporary or permanent holders of usage rights to moorings, premises, store rooms, apartments and other installations, must take out the necessary civil liability policies to cover any claims filed, as well as a policy to cover their own damages, with special attention paid to the guarantees established for the cases in which the damages suffered have been caused by extraordinary atmospheric phenomena that, under no circumstances, will be responsibility of the concessionaire.

#### **Article 23.- Management's obligation to supply information and submit complaints.**

Management will be obliged to inform the Directorate General competent in Port Affairs of any significant incidents that occur as concerns the protection and conservation of property and the provision of services. To do so, it will file any relevant complaints and also process those submitted to them by third parties.

## **Article 24.- Procedure for requiring and determining the Concessionaire's liability.**

The third parties and users who, as a consequence of the port public service operations, suffer damages to their property or interests that are directly attributable to the concessionaire, must complete the formalities for a judicial summons to be presented in order for the port to respond for the damages caused.

In case of disagreement, the affected party must notify the Directorate General competent in Port Affairs in order for it to proceed pursuant to the terms of the Ports of Catalonia Act and, following its processing, hand down a decision on whether or not there is liability and if there is, establish the amount of the damages caused or the appropriate compensation.

Once this formality has been completed, the damaged party may take any legal actions it deems opportune.

## **Article 25.- Notices.**

25.1.- Any notices and summons will be served at the domicile designated by the interested party at the necessary time, either on contracting a service or acquiring a usage right. Changes of domicile will only be effective if they are communicated to port management in writing.

25.2.- If the interested party is absent or cannot be located, with this being understood as the return by the Spanish Post (Correus) of the notice sent, the notice will bear all its effects through its posting for a period of fifteen days on the bulletin board of the port offices.

## **TITLE TWO -**

### **ASSIGNMENTS OF USAGE RIGHTS**

#### **Chapter One.-**

#### **Assignments of usage rights**

## **Article 26.- Assignment of port elements.**

26.1.- Pursuant to Article 60 of the Ports of Catalonia Act, usage and enjoyment rights to port elements not reserved for pay-per-use by natural or legal persons may be assigned, for a period not to exceed the validity of the concession, or for shorter periods. The holding of a right to usage and enjoyment of certain port elements does not mean in any case the assignment of the ownership of the concession or of any administration or management powers, which are exclusive to the concessionaire.

Although it is considered a public pay-per-use service, the boatyard may be assigned to third parties pursuant to the terms of Article 51.

26.2.- Assignments of usage rights will be governed in either case and as regards the relations between the parties, by private law, and must be formalized pursuant to the terms of the Ports of Catalonia Act, the specifications of these Regulations, and the conditions established in the Title that documents the assignment of the usage right. In any event, they must also respect the conditions and specifications of the concessional title and those contained in the Port Policing Regulations of the Autonomous Catalan Government.

26.3.- The contracts that assign the use and enjoyment of moorings and on-land storage spaces grant to the assignee a preferential, non-exclusive usage right over these elements. The concessionaire will be able to use these elements over periods of absence.

26.4.- Types of assignments: The assignment of the usage right can be permanent, temporary or occasional.

a) Permanent assignment of usage rights: An assignment is understood as permanent when its validity spans the entire concessional period.

Individuals will be entitled to assign this usage right to third parties through their subrogation in all rights and obligations derived from the relevant title, and following notification of the concessionaire by certified means.

The contracts for permanent assignments of usage rights may contain terms of right of pre-emption and buy-out in the concessionaire's favor if the right is ever assigned or transferred to third parties.

b) Temporary assignment of usage rights: An assignment is understood as temporary when its validity is longer than one week.

c) Occasional or sporadic assignment: An assignment is understood as occasional or sporadic when its validity is shorter than one week. In any event, the usage rights-holder will be responsible before the concessionaire for any incident that may arise.

26.5.- The provision of services by the concessionaire to vessels in transit will not be considered temporary, occasional or sporadic assignments. The terms of Section 3, Pay-Per-Use Public Moorings, Chapter Two, Title Three of these Regulations will be applied.

26.6.- The assignments of usage rights for the new moorings in the port enlargement include in their price, in addition to the right to connect to the port's general electricity and water supply systems, the right to use the facilities that were built by virtue of the 1984 concession.

## **Article 27.- Requirements of the permanent contract for the assignment of the usage rights.**

27.1.-The contract will feature these essential requisites:

- a) The entity to which the usage right is assigned, and in the case of assignment of indivisible parts of a usage right, the specific facility that can be enjoyed by the aforementioned assignment, must be individualized.
- b) Term of duration depending on the concessional period.
- c) Subrogation of the obligations and rights to the right transferees.
- d) Express submission of the parties to these Regulations.

27.2.- The precepts of Decree 206/2001, of July 24, and the terms of these Regulations, drafted and approved in accordance with the terms of the additional provision of that precept, will be fully applicable to the contracts formalized prior to August 1, 2001. For usage rights assignment contracts that were formalized in the past by the companies Marina de Barcelona S.A. or Immobiliària Vallbona S.A., it will be understood for the effects of these Regulations that the assigner is Port Ginesta.



27.3.- As for the registration of any contract, the concessionaire will have no other obligation than to notarize the contract with the expenses being covered by the transferee, unless other terms have been stipulated in the contract.

The terms of Article 60 of the Ports of Catalonia Act will be applied for the contract's registration.

#### **Article 28.- Assignments between individuals.**

The permanent holders of a preferential usage right over any element in the port or that is included in the port service area, except for terraces, may be assigned or transferred to third parties, in the conditions stipulated in these Regulations and in its master deed, with all of the rights and obligations derived from the assignment contract being subrogated.

Assignments between individuals must be communicated, previously and by certified means, to the concessionaire, who will inform the new users of the rules regulating the management, operation and policing of the port and its services.

This notice will indicate the name of the user, duration of the assignment and the agreed assignment price.

A right of pre-emption and buy-out, which can be exercised within the 30 days following the day on which the assigner notifies the concessionaire of their decision to transfer the contract and the agreed price, will be recognized in the concessionaire's favor.

Consequently, no assignment with a third party can be formalized until such term has transpired or an express answer is given by the concessionaire.

The usage rights-holder will be responsible for all costs that may be incurred to vacate the assigned property.

#### **Article 29.- Conditions for the assignment to be considered valid by the concessionaire.**

For any assignment, whether permanent or temporary, it is necessary that:

- a) The assignor be up to date in the payment of the economic obligations they have contracted with the concessionaire. The concessionaire will certify this status to accredit it before the new transferee.
- b) The transferee subrogates themselves in the rights and obligations of the title being assigned.
- c) The concessionaire has been previously notified of the assignment to be carried out in the terms established by Article 28 of these Regulations.
- d) In the case of permanent assignments, that the concessionaire has not exercised their right of pre-emption and buy-out within the period established in Article 28 of these Regulations.

#### **Article 30.- Registry book of usage rights assignments.**

The concessionaire will keep a registry book of usage rights-holders.



Prior registration in the book will be essential to fully achieve the rights inherent to rights-holding. If this requisite is not met, the respective rights-holders may not take possession of the usage right, assign rights-holding or use the rights. All requisites and rules contained in these Regulations must be met in order to carry out the registration.

#### **Article 31.- Association of usage rights-holders.**

Pursuant to the terms of Article 22 of the Generalitat's Port Police Regulations, the holders of usage rights inside the port may organize themselves in Associations that represent their interests. In any case, participation in these Associations will always be totally voluntary for holders of rights inside the port, without involving in any case intervention in government, management and/or administration tasks of the port facility. Said competencies are expressly reserved for the concessionaire.

### **Chapter Two Rescission of usage rights assignment contracts**

#### **Article 32.- Grounds for contract rescission.**

Aside from the general grounds stipulated in the Ports Act, the Port Policing Regulations, those stipulated in the usage rights assignment contract itself, and conclusion of the assignment period, the concessionaire may consider the contract rescinded on any of the following grounds:

32.1.- Non-payment of the amounts that make up the price of the assignment, of the regular dues or any other amounts that may be required.

32.2.- Non-compliance with the obligations stipulated in the assignment contract, in these Regulations, and in any other applicable rules.

#### **Article 33.- Effects.**

33.1.- In the two foregoing scenarios (32.1 and 32.2) the concessionaire will summon in writing, and by certified means, the rights-holder for them to restore their situation within the 20 days following the notification, paying any pending amounts or repairing the breach attributed to them.

If the petition is not met, the concessionaire will be able to choose to demand compliance with the obligation by legal means (if appropriate), or consider rescinded the usage rights assignment contract.

33.2.- In the scenario of rescission due to non-payment of part of the assignment price, the terms of the assignment contract will be enforced.

33.3.- In scenarios 32.1 or 32.2, once the petition has been served and the term has expired, pursuant to the first section of this Article, the concessionaire, whether it chooses to rescind the contract or to judicially demand its fulfillment, will be empowered to suspend service pursuant to and with the effects described in Article 37 of these Regulations and Article 25 of the Port Policing Regulations.

The contract rescission will imply the obligation to leave the space subject to the usage right completely free, vacant and at the concessionaire's disposal.

## **TITLE THREE**

### **USAGE OF PORT FACILITIES**

#### **Chapter One General rules**

##### **Article 34.- Accesses, roadways, pedestrian esplanades and other public and free usage elements.**

Said elements will be used in compliance with the terms established in the Articles of these Regulations, and the legislation in force regarding the usage of public spaces.

The usage of any space in the Port for the conduct of any commercial or promotional activity, the filming of advertising, video, cinema or television footage, or fashion or advertising photography, will require the authorization of the port, which will be subject to the viability and suitability of the project, and payment of the relevant rates, in addition to any direct expenses that could be generated.

##### **Article 35.- Reserved usage or access elements.**

35.1. The entry by visitors into areas that the concessionaire has established as exclusive and reserved for preferential usage rights-holders and the concessionaire itself is prohibited.

35.2. Any person or company conducting a professional or occupational activity inside the port facilities must first accredit that they are licensed to conduct the intended activity, that any laborers stationed there are duly certified in accordance with occupational and tax legislation, and that they have taken out civil liability, fire and other insurance policies for damages they may cause the port and other users.

If this is not the case, Management may order the immediate stoppage of the activity until compliance with labor and tax legislation, and the proper insurance coverage, have been accredited.

35.3. As regards legislation in occupational and environmental hazards, the vessel, or mooring, retail premises, store room or apartment usage rights-holder or owner who has contracted the services will be held responsible.

##### **Article 36.- Of the port facilities in general.**

The usage of the port facilities, either by preferential usage rights-holders or visitors, will always be done pursuant to the instructions of the Catalan Ports Act, its Policing Regulations, the rules of these Regulations and the instructions of Management. Further, it will always be done through the payment, if necessary, of the established prices, dues and/or expenses.

All users are obliged to obey the instructions and indications of the port administration, the concessionaire, port management, their delegate agents and all other port personnel.

The holders of rights to use any port element are obliged to pay, pursuant to Article 93, their proportional share of the Property Tax (IBI), occupational charges, conservation and maintenance fees and other amounts that may be required pursuant to the terms of Title Five of these Regulations.

The rendering of services will imply payment of the tariffs that the concessionaire annually sets and posts on the port bulletin board, once communicated to the Directorate General competent in port affairs.

#### **Article 37.- Suspension of services.**

37.1.- Management will be able to suspend provision of any type of service by express order of the Port Authority, or by its own initiative, after receiving a written summons from the Port Administration itself or Port Management pursuant to the terms of Articles 21 and 25 of the Port Policing Regulations, in order for the user to rectify within a period of 20 days, in the following cases:

- a) If they have not paid the necessary amount for the service according to the tariffs, in a timely manner.
- b) For non-payment of the amounts resulting from the settlement of damages, or if the dues, fees, prices and apportionments for general expenses have not been paid with the necessary timeliness according to these Regulations.
- c) Whenever a user uses moorings, retail premises, store rooms, parking spaces or any other facility, in a manner or for uses other than those established in the regulations or assignment contracts, after a warning from the Management.
- d) Whenever a user does not allow entry into the vessel, retail premises, store room or any other port facility, during business hours or those of normal relations with third parties, to the personnel who, with the Management's authorization, and are duly accredited, attempt to inspect the facilities.
- e) Due to general negligence by the user with regard to conservation of the vessel, premises or facilities.
- f) Due to breach of any obligations specifically indicated in Article 21 of the Port Policing Regulations.

37.2.- In such cases, Management will act pursuant to the terms of Article 25 of the Autonomous Catalan Government's Port Policing Regulations, which stipulate, among other measures, the suspension of services and the opening of proceedings for usage rights revocation.

#### **Article 38.- Prohibitions.**

Throughout the entire port premises, the following will be prohibited:

38.1.- Smoking during any fuel supply or transfer operations.

38.2.- Lighting fires, bonfires, barbecues or use of any open flame lamps.

38.3.- Gathering scallops or any other shellfish, or fish inside the port and/or around its mouth.

38.4.- Water skiing, jet-skiing, bathing or swimming in the basins, canals and the maritime accesses to the Port, unless expressly authorized by Port Management on occasion of a sporting event.

38.5.- Carrying out any works on or modifications to any port facility without written authorization from the port administration.

38.6.- Dumping waste originated by the activity of users, industrial, retail or hospitality premises, from apartments, or rubble from works carried out on premises, that must be deposited or be managed and processed pursuant to the terms of the port's environmental management regulations.

Any breach of this regulation, which especially affects the port's health and hygiene conditions, will justify the Management's filing the necessary complaint with the competent authorities. Recurrence in this breach will empower the Concessionaire to bar the offender from entering the port or suspend service to them.

38.7.- Private citizens' using PA systems or music players when their sound invades part of the port area.

38.8.- Holding meetings, events or celebrations that require a special use of the port service area without prior authorization from Management, indicating the area where such activity may be carried out and the usage conditions.

38.9.- Traffic of vehicles for the supply of fuel, unless they supply fuel to the port filling station, and the direct supply of fuels to vessels outside the filling station area, unless the Administration exceptionally authorizes this traffic and supply for justified causes.

38.10.- Positioning vessels, trailers, boxes and any type of objects outside the premises or working and storage areas established and charged for by the concessionaire.

#### **Article 39.- Abandoned vessels, vehicles and objects.**

39.1.- In the case of abandoned vessels, vehicles and objects, the proceedings stipulated in Article 28 of the Autonomous Catalan Government Port Policing Regulations will be followed.

39.2.- Once the declaration of quitting formalities have been begun, port management will be empowered to remove the vessel, vehicle or object, taking it to a site it deems opportune and that does not interfere in the normal activity of the port.

## **Article 40.- Pets.**

40.1.- The entry, stay and movement of pets within the entire premises will be allowed as long as they are duly leashed and the Sitges Local Council's ordinances on the keeping of pets and the applicable rules for such activity are respected. Dogs must wear muzzles if necessary.

40.2.- In order to prevent the proliferation of animal colonies, it will be prohibited to feed cats, dogs, birds or any other ownerless animals on the entire port premises.

## **Chapter Two Moorings**

### **Section 1 Common rules for all moorings**

## **Article 41.- Classes of mooring.**

Moorings are divided in two classes: public pay-per-use moorings and moorings reserved for holders of preferential usage rights.

## **Article 42.- Vessel conservation and security.**

42.1.- Vessels may only moor at their assigned mooring, and always in the manner that prevents damage to the facilities or other vessels, using an adequate number of properly-sized fenders firmly fastened to the deck.

42.2.- They may only moor at the moorings appropriate for their length and beam. The length of the vessel may be the length of the mooring at the most. The total length, which includes any longitudinal appendices such as pulpits, davits and dinghies if hanging, or outboard rudders, may not exceed the length of the mooring, plus a 10% increase. The beam of the vessel must be 3% less than the total width of the mooring, to be able to use the fenders.

42.3.- Lateral appendages, such as fixed fishing rod holders, are not allowed. Vessels with "rubbing fenders" or lateral protection "webbings" that project from the sides on which fenders are hung must use fenders of greater size, and could be required to occupy a larger mooring if they pose a risk for the vessels to their sides. In any event, the Director will ultimately decide on the most appropriate use of each mooring to ensure the conservation and safety of the boats and facilities.

42.4.- As the port only provides one deadman mooring line, the ship owner will be responsible for equipping their vessel with the elements necessary to tie to the dock, and a second deadman line if it is considered necessary for the safety of their vessel.

42.5.- All vessels docked in the port must be maintained in proper conditions of conservation, presentation, buoyancy and safety.

If Management observes any vessel that does not meet these conditions, the owner or person responsible for the vessel will be notified and given a period of 20 days to repair the indicated deficiencies or remove the vessel from the port.

If the indicated period transpires without the repairs being made, or if the vessel is in danger of sinking or causing damage to other vessels or port facilities, in Management's opinion, they will take the measures necessary to prevent any possible damage.

Management, in this scenario, or in case of sinking, will be authorized to remove the vessel and deposit it on land without prior notification.

The duly accredited cost of the actions taken will be responsibility and covered by the owner, as will be the tariffs incurred by the time spent on the new site, which can be required pursuant to the applicable regulations.

42.6.- The port mouth will be subject to constant depth changes due to the accumulation of sand on stormy days, that are not mapped on the charts.

At the mouth and the approach to it, waves more dangerous than those of the sea are generated due to the reduction in depth. The hazards associated with vessels' access by sea through the mouth of the port will vary depending on the characteristics of the vessel and the skill of its captain. Therefore, only the captain will be able to decide whether to enter the port during bad weather, and will have exclusive responsibility for this maneuver.

High-draft vessels must check the status of the port mouth before beginning any maneuvers to enter or leave the port.

42.7.- A vessel's stay in the port will depend on the presentation, when requested, of the relevant certificates issued by the Maritime Administration that ensure its conditions of buoyancy and seaworthiness.

#### **Article 43.- Changes of vessel mooring**

Management is entitled to perform the maneuvers necessary to change vessels' moorings if they are necessary for the proper operation of the port, the organization of any sporting or cultural event, or to improve the safety of vessels, to place them among other more compatible vessels, and must objectively justify this movement in each specific case. To do so, the necessary instructions will be given to the crew. If the crew is not present, Management, may perform the operation directly by means of its own personnel.

In the case of temporary assignments of moorings, paying the mooring tariffs does not imply the relationship of the vessel with a given mooring.

In this case, a simple change of mooring does not generate any right to compensation.

#### **Article 44.- Prohibitions.**

In addition to the general prohibitions established in Article 38 of these Regulations, mooring users will be prohibited from:

44.1.- Keeping aboard vessels any inflammable, explosive or dangerous materials except for the legally-allowed rockets and flares, reserve fuel and the gas cylinders necessary for on-board supply.

44.2.- Carrying out aboard their vessels any activity that could be bothersome or dangerous for other users. Along these lines, any work or activities must be suspended, or their performance must be adjusted to the necessary schedule, when justifiably required by Management.

44.3.- Keeping their engines running when the vessel is docked at the pier or pontoon.

44.4.- Leaving halyards loose so that they could strike masts.

44.5.- Using anchors or buoys in the basins, canals or maritime accesses to the port, except in case of emergency.

44.6.- Connecting to the electrical and water service connections with means other than those established by the Concessionaire. If the vessel remains connected when no crew is present, it must be equipped with the protection elements necessary to prevent the risk of fire or to protect its own equipment. The Concessionaire will not be responsible for any damages caused by an accidental power surge in case of storm.

Owners of vessels with metal hulls must monitor the power of the electrical service connection earth cable to properly protect them against electrolysis corrosion.

44.7.- Sailing at over three knots inside the port waters, or slower if at that speed, the vessel creates a wake noticeable by other vessels.

44.8.- Jet-skiing outside the areas and access channels indicated by Management.

44.9.- Sailing in small sailing craft outside the channels and areas indicated by Port Management.

44.10.- Sailing in cruisers by sail inside the port, except in cases of engine failure or practice in conditions of favorable weather and low traffic.

44.11.- Cleaning with hoses that do not have a trigger-operated gun or other closure system to prevent water from running when the hose is not in use. Only small quantities of biodegradable soap can be used for cleaning.

44.12.- Dumping any solid or liquid waste into port waters. Bathroom fittings may only be used on vessels equipped with waste water storage tanks. Port Management may inspect and seal the outlet seacocks of vessels that do not have these tanks. The sealing of the seacocks will be charged for at the appropriate tariff.

Waste water must be pumped out at the collection station located on the supply wharf.

Bilge waters must be pumped out at the collection station located on the supply wharf and will not be discharged at sea under any circumstances. Small vessels with automatic pump-out systems must monitor the cleanliness of their bilges, and ensure the bilge water contains no hydrocarbons. They must have a hydrocarbon filter fitted to the discharge pipework.



Non-compliance with this obligation will imply the infringement of Article 102.3.j) of the Catalan Ports Act.

44.13.- Leaving headsails furled without any sail tie at the height of the clew point.

44.14.- Leaving a dinghy floating unless it is being used for any vessel maintenance task.

44.15.- Carrying out commercial or restaurant activities on board a vessel.  
Rental vessels that wish to operate from the port must have support premises for their activity inside the port, and may under no circumstances centralize their commercial and administrative activity on board the vessel.

44.16.- Using the vessel as a housing unit (spending more than ten nights in a period of 30 days) without the express authorization of Management. In such case, Management may charge fees additional to the established tariffs.

To request this authorization, it will be essential that the vessel be equipped with the relevant waste water tanks with enough capacity for the on-board needs.

44.17.- Keeping the engines running without the crew present is expressly prohibited. In order to stay connected to the on-land electrical power supply for the charging of batteries, the vessel must have a safety system that cuts off supply in case of any fault.

44.18.- To reduce the electromagnetic impact, turning on radar equipment inside the port, except in cases of testing for repairs or maneuvers.

44.19.- Leaving on the surface of the dock or pontoon any element, object or item, except for the gangway. This includes bicycles, washing machines, boxes containing tools or paints, satellite dishes, pets , etc. Any such elements may be removed by Port Management.

44.20.- Using water supply connections from deck and pontoon service pedestals for cleaning vehicles.

Aside from the measures taken by port management, vessel owners will be accountable to the Directorate General competent in Ports for all necessary effects.

#### **Article 45.- Mooring user's obligations.**

All mooring users, whether those of public pay-per-use moorings or preferential usage rights-holders, in addition to the general obligations established in Chapter Five, Title I of these Regulations, will be obliged to:

45.1.- Obey any order or indication from Port Management and/or its personnel.

45.2.- Respect the facilities, whether they be for public or private use.

45.3.- Take responsibility, together with the mooring rights-holder, ship owner and if relevant, skipper of the vessel, for any damage caused, covering the cost of any repairs it was necessary to make, and any compensations to pay.



45.4.- Observe due diligence in the use of the mooring and other facilities, keeping them in good conservation and perfect usage conditions.

45.5.- Pay the prices, fees and dues, for the conservation, maintenance and management, including the proportional part of the government fees, insurance policies and other general expenses in the terms stipulated in these Regulations and the relevant contract, and the tariffs for port services rendered or used.

45.6.- The vessel, its owner, captain, rights-holder and if relevant, user of the mooring rights, must take responsibility for payment of the aforementioned prices, fees and tariffs.

45.7.- Take out the civil liability, personal and vessel insurance policies established by the legislation in force in each case.

45.8.- Comply at all times with the port and maritime safety rules approved by the authorities for each specific case, carrying out for such purpose, and in the terms defined by the administration, or if relevant, that are indicated by port Management, any actions necessary to adapt to the relevant rules.

45.9.- Not bar the access of port personnel to the decks of their vessels to perform tasks of assistance to other vessels, maintain or check the anchoring and mooring systems, tighten spring lines or check fenders, awnings or sails.

45.10.- Vessels with broad sterns, moored to the dock with stern lines must use crossed spring lines to reduce the risk of damage to vessels on each side and on-land facilities.

45.11.- Moor at sufficient distance from the dock, and correctly stow gangways or auxiliary vessels hanging from davits so that they not make contact with the dock or the facilities, service pedestals or waste bins, either at low tide or in adverse conditions of wind and swells that could bring the vessel closer to the dock.

45.12.- Protect the moorings and anchoring lines from rubbing and friction in mooring chocks, especially during prolonged mooring periods.

45.13.- Use at least three fenders per side of the proper size and in good working condition for protection, and avoid causing any damage to the vessels moored on either side.

#### **Article 46.- Suspension of mooring services.**

46.1.- Aside from the grounds described in Article 37 of these Regulations, Management may agree to suspend mooring services in the event of breach of port and maritime safety rules, and any of the obligations mentioned in the previous article, whether it is a public pay-per-use mooring or permanently or a temporarily assigned mooring.

46.2.- Management, after requiring the conduct to be rectified, a period of 20 days and the certifiable notification of the rights-holder of the suspension of their usage rights, will be authorized to remove the vessel from the mooring and deposit it on land in the area it deems most opportune, or immobilize it at its own mooring.

In this case the expenses incurred, including those for towing, lifting ashore, transport, removal, storage and removal from storage of the vessel will be charged to the usage rights-holder, who will be responsible for them pursuant to the terms of Articles 22 and 45.3 of these Regulations. The Concessionaire will be entitled to hold the vessel until all outstanding debts and generated expenses have been settled.

46.3.- When the suspension of mooring services is requested by the permanent holder of a preferential mooring usage right regarding a vessel temporarily authorized by them, they must do so by written request and deposit a bond to cover any expenses generated.

## **Section Two**

### **Preferential mooring usage rights**

#### **Article 47.- Rights of preferential mooring usage rights-holders.**

Preferential mooring rights-holders, whether they are temporary or permanent, hold the following rights:

47.1.- To permanently have reserved the right to moor a vessel of their property that meets the requisites established in Article 42.2 of these regulations to the mooring to which they hold the rights, or in the case of temporary assignment, that which has been assigned to them. To exercise this right, the rights-holder must register the vessel that is going to occupy the mooring in the port's Vessels Registry, completing the relevant entry form, and repeat this formality any time they change vessels.

47.2.- To embark and disembark personnel, in addition to materials, tools and the objects necessary for sailing.

47.3.- To connect to the general water supply and electricity grid, using the elements approved by the Concessionaire, and paying the applicable tariffs if relevant.

47.4.- To use all other port facilities, in accordance with the specifications of these Regulations, and following payment of the applicable fees and tariffs.

47.5.- Non-compliance with the terms of this article, or the exercise of the preferential usage right in a manner other than that authorized, entitles Management to suspend the mooring services pursuant to the terms of these Regulations.

## **Section 3**

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

#### **Article 48.- Pay-per-use public areas.**

The area devoted to vessels in transit is marked as b.1 within the public pay-per-use moorings on Plan 1.

#### **Article 49.- Service requests.**

49.1.- Access, mooring and departure from the port of users in transit must be requested from Management, and information must be provided on the services the user wishes to use. Service requests must be made as follows:

a) The skipper will moor provisionally on the waiting dock or where indicated. Alternatively, if they know the mooring they have reserved, they may occupy it.

b) If it is open, they will come to the port office as soon as possible, or as soon as it opens, if it is closed at the time of their arrival. They will identify themselves in the office, and request the provision of the service, registering the characteristics of their vessel, the duration of the stay and the required information. They will be notified as to regulations, the existing tariffs, and the duration of the stay that can be accepted. They will then sign a service request form that will act as a binding service contract between both parties.

c) Management may require them to deposit a bond or reasonable guarantee to cover the cost of the requested services. These funds must be deposited before the mooring indicated to them is occupied, or the requested service used.

d) In the case of night-time arrivals, the officer in charge may require the skipper to hand over the ship's register, which will be returned to them the next day in the port offices, or a cash deposit that will also be returned upon departure.

e) Before departure, the Skipper must notify Management of their time of departure, which must always be before twelve noon of the departure day, and settle the outstanding amount for services received.

49.2.- In cases in which the visiting user is not authorized to remain in the port or does not respect the conditions established in the authorization given to them, they will have to leave port waters.

49.3.- Any vessel that has remained in the port, even if its entry was not authorized, will not be able to leave without settling the amounts incurred for services that they have used during their stay.

49.4.- Refusal to pay in full the amount indicated will entitle Management to retain the vessel and suspend the services with the actions outlined in Article 46.2 of these Regulations. The port may request the assistance of law enforcement agencies for this purpose.

#### **Article 50.- Service provision refusal.**

Management may refuse entry and service provision in any of the following cases:

a) When the person or organization requesting the service refuses to sign the service request mentioned in Article 49 of these Regulations.

b) When the vessel does not meet the regulatory safety conditions, in Management's objective, justified criteria.

c) When the person or organization requesting the service, does not accredit coverage by a valid civil liability insurance policy to cover any damages they may cause other vessels or the port facilities, or the coverage that the Concessionaire has generally established for the vessels of the relevant category, or alternatively, deposited a sufficient amount.

d) When it is found that the visitor requesting service, or their vessel, have left outstanding amounts previously in any other port, even ports outside Catalonia.

### **Chapter Three Launching service**

#### **Article 51.- Operation of the boatyard and launching services.**

51.1.- The organization and operation of the boatyard activities, as well as their administration and management, will be conducted by the Concessionaire or a third party in an operations usage right assignment structure, in accordance with, in this case, the conditions agreed in the service assignment contract with full indemnity for the Concessionaire.

Additionally, in the case of assignment of the operation, Port Management, if needed and duly justified, may require the Assignee to render special, occasional services, of those typical to a boatyard, and in case of urgency, the services must be rendered with a priority nature, within and outside the business hours it has established to attend its users

51.2.- The third party assignment contract for the operation of the boatyard and launching service will include in its Articles, at a minimum: the description of the space devoted to the boatyard and its maintenance, the mandatory equipment the boatyard must have (especially the facilities for the reception and treatment of waste referred to in Article 80 of the Catalan Ports Act), the works allowed, the hiring of workers, the maximum authorized tariffs, insurance, administrative and environmental licenses, dues, government fees and taxes to pay to the port and the grounds of contract rescission.

51.3.- Given the special characteristics of the covered boatyard, referred to in Article 6 of these Regulations, the concessionaire may decide to totally or partially assign the service to a third party for activities that require prolonged occupation.

#### **Article 52.- Launching and handling service request for vessels and equipment with cranes, travelift, ramp, or other systems.**

52.1.- The vessel launching and handling service will be rendered by the Concessionaire to the public on the days and within the hours established by the Port Director, on request, and will incur the charge of the approved tariffs valid at such time.

52.2.- No mobile cranes or other weight-handling equipment will be allowed into the port without the express authorization of the concessionaire.

The launching services will be requested long enough in advance, indicating the characteristics of the vessel, including its weight, the handling requested and the planned time of stay in the boatyard, as well as the name of the person or company in whom management of the vessel has been delegated during the requested service if relevant.

Port Management will arrange the most appropriate time for the operations, indicating the date and approximate time. The person requesting the service must have the vessel ready for the performance of the operation. If port personnel deem it opportune, for the better use of the machinery and crew, to group several operations together, the service requester will not be entitled to make any claims for delay in service provision.

52.3.- Delays in planned boatyard activity due to non-compliance with the duration of the stays reserved, faults in lifting machinery or emergency interventions will not generate any right to compensation.

52.4.- Vessels at risk of sinking will have hoisting priority.

These vessels may only complete repairs that affect the risk of sinking. For other repairs, including bottom cleaning, the vessel must return to the water and await its turn.

52.5.- The skipper or person responsible for the vessels that are to be hoisted will show the boatyard operator the proper lifting points for the vessel.

Furlable sails must be lowered and tied so that they do not accidentally unfurl.

Sailing vessels must prepare the mast and the rigging before arriving at the launching point, ensuring the safety of the mast.

52.6.- Any fault or damage to one's own vessel or third parties caused by weight in excess of that declared, or the inaccurate indication of suspension points, or the unfurling of a sail or awning, will be the sole responsibility of the vessel owner.

52.7.- Vessels that are not based in the port, and arrive by land inside a vehicle or on a trailer to use the launching services and the port's sea accesses for a period of less than ten days are considered land transit vessels. These vessels will be charged the relevant tariffs independently from those that may be generated by the vehicles and trailers transporting them.

### **Article 53.- Rules for access and usage of the launching area.**

53.1.- The launching area is divided into four zones: the open boatyard, the covered boatyard shed, the nautical exhibition area and the annex or winter storage area.

53.2.- As it is a work area with constant movement of machinery, vehicle access will be limited to loading and unloading operations under the control and authorization of the boatyard operator.

Pedestrian access will be limited to persons performing the repairs on board the vessels, vessel owners and crew members.

Access by minors is strictly prohibited unless accompanied by an adult who keeps them under strict control, at their side.

Access by pets is prohibited.

Access to the launching area will be limited to the opening hours set by the boatyard operator.

53.3.- It is not allowed to spend the night in the boatyard without the express authorization of Port Management.

53.4.- Vessel owners or builders will be responsible for the cleanliness of the working area they occupy. Boatyard staff will place receptacles near the vessels for non-hazardous waste.

53.5.- Inflammable or toxic products may only be stored in the minimum quantity necessary to conduct the activity. They must be kept in sealed metal containers to prevent propagation in case of spill or fire.

53.6.- Contaminant waste must be deposited in the “Punt Net” recycling site on the boatyard premises, in the proper receptacle. Non-compliance with this rule may constitute an environmental offense.

53.7.- Application of paint by spray gun is not allowed in the open boatyard area for environmental reasons. This activity may only be performed in the space prepared for such purpose in the covered boatyard area.

53.8.- Sand or shot-blasting for surface cleaning is not allowed without the prior authorization of the boatyard operator. To do so, an environmental impact report, enclosure project and certification of the collection and processing of the waste from this activity must be presented.

53.9.- The construction of protective spray enclosures must be requested when filing the launching service request with the presentation of the technical project that guarantees its structural fitness. The increase in the space necessary for these constructions will increase the calculation base of the fees for length and beam of the vessel, and will be considered the total measurements of the enclosure.

53.10.- The use of pressurized water to clean surfaces will be conditioned by tasks performed on neighboring vessels and the direction and intensity of the wind, so that they in no way hinder the tasks being performed on other vessels.

53.11.- Any machinery used for scraping, polishing or cutting in the boatyard areas (open and covered) must be equipped with a vacuum system that prevents dust emissions from entering the atmosphere.

53.12.- As a complement to the boatyard area, other areas can be designated for the exhibition and sale of new vessels, or those that may be authorized by Management on account of their conservation state, with the express exclusion of any other activity.

#### **Article 54.- Initial payment, settlement and surcharges.**

Those requesting entrance into the boatyard must pay the amount of the operation for the handling of the vessel, and 50% of the requested boatyard stay. This amount will be calculated in accordance with the approved tariffs and fees depending on the length, beam and weight of the vessel. When requesting departure from the boatyard, the requesting user must pay the amount for the departure handling and those of other services performed, in addition to the outstanding 50% of the reserved stay. If the stay is longer than that reserved, a surcharge will be applied for unplanned occupation, which will be published with the tariffs.

The tariff of the covered boatyard will be paid periodically as a function of the square meters of occupation and other supplementary services arranged for the conduct of the activity.

#### **Article 55.- Liens on vessels.**

Pursuant to Article 25 of the Port Police Regulations, the concessionaire, on request from the boatyard owner, is entitled to retain any vessel until the amount outstanding for services rendered to it has been settled.

#### **Article 56.- Usage of small craft facilities**

56.1.- Small craft base. The port service area has been designated as the small craft base. This includes light sail and rowing craft.

A dry storage area for pneumatic craft under 4 m length and jet-skis has been designated in the port boatyard.

56.2.- Launch equipment. Boatyard ramps will be for the exclusive use of these vessels. The ramps will be distributed by areas in accordance with the operational planning of the port.

56.3.- Safety at accesses. A 3-knot speed limit will be respected both when leaving the port for open water and on return.

Sailing vessels will not hinder with their maneuver tacks any other vessels with maneuvering capacity restricted to the port canals and accesses.

For safety concerns or congestion at the mouth of the port, if Port Management deems it opportune, it may limit this service to a certain number of vessels per type, giving priority to vessels with a permanent base in the port.

56.4.- Safety in teaching. The vessels, equipment and personnel devoted to teaching water sports must comply with the instruction specifications established by their respective federations and the maritime administration, taking special care when supervising the maneuvers of novices in the mouth of the port or its area of influence.

56.5.- Safety at sea. Users are obliged to comply with all rules established by the Directorate General of the Merchant Marine and especially, as regards the use of jet-skis, Royal Decree 259/2002, of March 8. Persons requesting service and vessel owners will be responsible for compliance with these conditions before the Concessionaire.

With the aim of contributing to greater safety, we herein list a few of these rules:

- a) Never forget to carry on board all required safety materials, including approved life vests for all crew members.
- b) Never sail less than 200 m from beaches or 50 meters from the rest of the coast.
- c) Always check the weather forecast before departure.
- d) Always notify a family member or friend of your departure and planned return.
- e) Always return to port with enough time to arrive before dark.



56.6.- Safety in the Port. Fuel cannot be stored in the small craft or boatyard areas.

56.7.- Services. Small craft users cannot use other electricity or water connections than those located in their area.

56.8.- Time schedules. Small craft activity will be limited to the time schedule established and published by Port Management. Night-time sailing will not be allowed under any circumstances.

56.9.- Identification of the fleet based in the port. Regardless of other identifications, all small craft vessels based in the port must show in a visible position the pertinent identification sticker that they will be provided with by Port Management.

56.10.- Tariffs. All services for the usage of dry storage in the small craft area, launching equipment and sea accesses are subject to application of tariffs that will be revised and published in the port Harbormaster's Office. Non-payment of these fees will imply suspension of services and retention of the vessel.

#### **Chapter four.- Access, stays and parking of vehicles in the port**

##### **Article 57.- Access, entry and exit of vessels, trailers, accessories or goods.**

57.1.- The access, movement and parking of vehicles must be done in the areas indicated for such purpose. These actions are subject to the acquisition of a ticket at the entry control booth. The premises may only be abandoned after paying the amount indicated in the exit control. The fees for these services will be exhibited at the access to the port, on the bulletin board. Vehicles must comply at all times with the laws in force regarding road traffic and any additional rules.

Holding a usage right does not entail any right to access into the port premises with a vehicle. The issuance of fixed-term parking permits, following payment of the relevant fee, will be competency of Port Ginesta.

57.2.- Management is entitled to refuse access to any vehicles which, due to their state of conservation or characteristics, may be a hazard for the port.

57.3.- With the exception of lorries transporting fuel to the port filling station, the entrance into the port of any vehicle carrying fuel, explosives or hazardous materials is prohibited.

57.4.- Vehicles transporting vessels, trailers, accessories or goods must inform the port ground control personnel at the entrance of their destination, and on departure must complete a form communicating their departure. This form features a detailed list of items removed from the premises, of which port administration, businesses and/or industries based in the port must be made aware. This may be verified by the access control personnel.



57.5.- Cargo vehicles, flatbeds or trailers that transport goods for, or proceeding from, the companies established in the port may only access the port during the opening hours that the concessionaire establishes for proper port operation, and that will be posted at the entry. Under no circumstances may such vehicles remain more time than that necessary to carry out their loading and unloading tasks, which will be assigned to them at the port entrance.

#### **Article 58.- Stay.**

58.1.- The Concessionaire will not accept vehicles left inside the port premises as deposit, and only authorizes, following payment of the relevant tariff, occupation of a specific space in the indicated areas. Therefore, the Concessionaire will not be responsible for any damages or robberies suffered by parked vehicles, their accessories or any items left inside them.

58.2.- The speed limit inside the port premises and its accesses is 30 km/h. The concessionaire may install speeding deterrents on the port roadways.

58.3.- Driving or parking vehicles outside the indicated areas is prohibited. Any type of motor vehicle traffic on pontoons, even by two-wheeled vehicles, is prohibited.

58.4.- Repair and/or cleaning of vehicles on the port roadways or in parking areas is prohibited.

58.5.- Any driving and/or parking near the dock edges must be carried out with extreme caution due to the risk of the vehicle falling into the water. Such usage may be restricted to vessel users.

#### **Article 59.- Removal of vehicles, vessels, trailers and objects.**

59.1.- Management shall be entitled to remove any vehicles parked outside the indicated areas if they impede traffic within the port premises, or in any case in which the position of a vehicle disturbs the port's services and operations.

59.2.- In the event a vehicle is removed, it will be deposited in an area prepared for such purpose inside the port premises. Before it can be released from this area, the vehicle owner or user will settle the outstanding amount for expenses incurred, should there be any.

59.3.- If considered necessary for the proper operation of the port, Management, under the terms of Article 23.4 of the Port Policing Regulations, may request cooperation from the necessary municipal services of the Local Council.

59.4.- Management is entitled to remove any vessels, trailers and/or objects found in the roadways or parking areas, or dispersed elsewhere around the port premises. Also in this case, the vessel, trailer or object will be deposited in an area prepared for such purpose inside the port premises. Before it is released from this area, the vehicle owner or user will settle the outstanding amount for expenses incurred.

59.5.- The stay of immobilized vehicles inside the port premises for more than 15 days will not be allowed without the express authorization of Port Management. Purchase of a fixed-term parking permit does not exempt the user from this rule.

## **Chapter Five**

### **Section 1 Store rooms**

#### **Article 60.- Store rooms.**

The spaces devoted to store rooms are meant for the storage of tools and materials for vessels.

Use of the store rooms for any commercial activity, housing or vessel or engine repairs suited to the commercial premises and/or workshops is prohibited.

In case of non-compliance, Management will order the immediate suspension of the commercial or repair activity, reporting the matter to the Directorate General competent for Port Affairs of the Autonomous Catalan Government for it to open the relevant penalization process.

### **Section 2 Commercial premises**

#### **Article 61.- Purpose of commercial premises.**

61.1.- The holder of usage rights to any commercial premises may use such premises, at any time, for any activity of a commercial, hospitality or musical nature, pursuant to the terms of Decree 239/1999 of August 31, approving the catalog of spectacles, recreational activities and the public establishments subjected to Law 10/1990, on licit commerce allowed by the general administrative regulations, the Urban Planning Instrument in force, the Comprehensive Land Use Plan approved by the Port Administration, these Regulations, and the terms of the assignment contract. Notwithstanding this, the Concessionaire must be previously notified of any change of activity, and it will be entitled to exercise its veto rights, and even rescind the usage rights contract of the premises if deemed justifiably necessary for the proper operation of the port.

61.2.- The contract documenting the assignment of usage rights to any premises must specify the type of activity that may be exercised in the premises whose usage rights are being assigned. In such case, the rights-holder is prohibited from conducting any activity other than that agreed, except if authorized in writing by Port Management, and the activity complies with the Comprehensive Land Use Plan.

61.3.- These premises may not be used for industrial activities, or as workshops, housing or residences.

#### **Article 62.- Activity of the premises.**

62.1.- The holder of rights to use premises must begin their activity in a period not to exceed six months from the time the premises have been made available to them.

62.2.- They are also obliged to perform the activity authorized for the premises being assigned with the continuity agreed to in the assignment contract. The lack of use for a period of one year, unless for a justified cause, will entitle the Concessionaire to rescind the assignment contract.

62.3.- For safety and hygiene reasons, management may require holders of usage rights to unused premises to close them pursuant to the technical specifications determined. Non-compliance with this order will entitle Management to close the premises, at the rights-holder's expense. Non-payment of the expenses incurred will be grounds for rescission of the usage rights assignment.

#### **Article 63.- Specifications for the use of commercial premises.**

Users and holders of assignment contracts for usage of commercial premises must comply with the following prescriptions included in the assignment contract:

- a) Arrange direct utilities contracts with the gas, electricity and telephone utility companies. Water supply in the port is a port service provided by the concessionaire.
- b) The facade pillars outside the premises will be finished with white paint, and cannot be modified, clad or veneered.
- c) The skirting in the premises entryway may not be changed for another of different characteristics.
- d) The exterior closure will include the space included within the exterior openings of the module or premises.
- e) Awnings may not invade more space than that corresponding to the exterior openings of the premises. Dome-style awnings are prohibited.
- f) Hospitality and similar activities may only be conducted by those premises that abut and have access to the service gallery existing in each module, through which deliveries will be made, rubbish will be removed and foul air will be discharged.
- g) No goods of any type may be stored in the service gallery.
- h) The toilets and premises devoted to hospitality must be ventilated through the service galleries, never through the facades. They must have the authorization of Port Ginesta to ventilate through the roof.
- i) Air conditioning units must be installed inside the premises, behind the perimeter strip of shutter-type panels, located in the upper part of the facades, above the marquee. Units will not be authorized above the doors, on roofs or in service galleries.

#### **Article 64.- Additional terms to the specifications for use of the commercial premises.**

64.1.- Signs. They must be installed below the overhang, and may not extend beyond the exterior openings of the premises, or exceed the limits of the premises. Flag signs are not allowed under any circumstances.

64.2.- Openings can be made in service galleries with the authorization of the concessionaire, as long as they comply with the pertinent, established administrative regulations and do not affect the facilities devoted to meters or the safety of the building in general.

To request authorization, the plans and project report of the proposed opening must be presented.

64.3.- Ice cream shops, as hospitality activities that do not generate smoke or odors, may be exceptionally authorized in premises that do not abut the service gallery, with their authorization clearly indicating the specifications they are obliged to meet.

## **Article 65.- Business and closing hours.**

The business hours in which each premises can exercise their activities will be those set by the competent authorities, together with the Port Director. Non-compliance with them will lead to a report being filed with the competent port authority and the initiation of the relevant penalization process. Without prejudice to other limitations imposed by the competent administrations, the maximum closing time for “music bars” will be 3 a.m., and for premises with “discotheque” licenses, 5 a.m.

Repeated non-compliance with the business and closing hours of the premises may give rise, when this hinders the proper operation of the port, to rescission of the usage rights assignment contract for the premises, without prejudice to the responsibilities that could be demanded and penalties levied by the competent administrations.

## **Article 66.- Waste disposal. Storage of goods.**

66.1.- Rubbish similar to urban waste such as organic, paper and cardboard, glass and plastics and non-contaminating plastic containers must be correctly disposed of in the specific receptacles placed in the service galleries, which will be managed by port personnel.

66.2.- Contaminating rubbish inherent to their activities, such as used cooking oil and others must be managed by authorized handlers, at the producer’s expense.

66.3.- The depositing of rubbish, goods and any kind of packages in service areas, on terraces, pedestrian walkways, roadways, sidewalks, and in general, anywhere outside the area of the premises, will be prohibited.

## **Article 67.- Speakers or PA and music transmission equipment.**

67.1.- These will only be allowed inside the premises, and in any event, cannot emit sounds that, if measured from outside the premises and closest neighboring premises, exceed 50 decibels.

The arrangement of speakers outside the premises, or aimed toward the outside, is prohibited.

67.2.- The soundproofing of the premises devoted to music bars and discotheques will be done pursuant to municipal regulations.

In order to prevent the severe damage that non-compliance with this article could generate for other users of the port and its reflective surroundings in the port’s environmental management system as regards noise emissions, Management will be entitled to remove without prior notice any speaker or musical connection installation installed outside the premises.

Breach of this article will entitle Management to file the relevant complaint with the competent authorities to initiate the penalization process.

## **Article 68.- Government licenses. Insurance and storage of hazardous materials.**

68.1.- In order to begin and exercise their activity, holders of rights to any premises must have the relevant licenses and administrative permits, and comply with all

regulations in the areas of safety, emergency exits, inspections and certifications of electrical, gas and other installations.

68.2.- Likewise, they must have contracted, and in force, a civil liability insurance policy that covers any damages they could cause to third parties for risks inherent to and consistent with the hazards of their activity. Premises open to the public must have a contract for the maintenance of their electrical installations.

68.3.- No explosive or dangerous, nor noxious or unhealthy materials may be stored inside the premises.

### **Section 3 Terraces**

#### **Article 69.- Definition of terraces and terms for allocation.**

69.1.- Terraces will be understood as those limited areas within the port premises referred to in Article 6 of these Regulations, and indicated with the code d.4. They are situated in front of the commercial premises.

The use of terraces will be limited to the rights-holders of commercial premises devoted to hospitality or similar activities. These rights-holders must file a written request before January 15 of every year for use of the surface area and the location of the terraces applied for in the current year.

In consideration of the applications received, Port Ginesta S.A. will decide on the adjudication of the terraces, assessing in case of conflict of location or lack of surface area, proximity to premises, the terraces defined in prior years, the record of the premises over the prior year (especially as concerns sound levels) and the proportionality between the square meters of terraces available and the square meters of the applicant premises for each half-square. The square meters of annexed modules that were not entitled to a terrace before the annexation will not be counted for this purpose.

In order to be adjudicated a terrace, it will be necessary to be current in all amounts payable to the Concessionaire.

The terraces will be assigned exclusively for the current year prior to February 1, and cannot be occupied until the relevant usage contract is signed and the relevant tariffs paid. The contract will feature a plan with the adjudicated area and site.

69.2.- The usage of terraces cannot be conveyed or leased to third parties. In case of leasing or conveyance of the right to use any commercial premises, all rights to occupy, by the lessor and lessee, will be lost, and the use of the terrace must be applied for again.

The applications presented later the period indicated will only be considered if there is available space on the requested terrace.

#### **Article 70. - Usage conditions.**

70.1.- Only chairs, tables, and low counter-tops that are mobile and not affixed to the ground may be used on terraces. Supplementary furnishings, elements that generate noxious smoke or whose height blocks the view from other premises in the sector, or advertisements or signs that block this view, are not allowed on terraces.

70.2.- Management will be able to prohibit service of beverages in glass glasses outdoors as of twelve midnight if required for safety reasons.

70.3.- Cooking or reheating foodstuffs on the terraces is strictly prohibited.

70.4.- Transit areas cannot be blocked by any elements, nor may goods, waste products or any other object be deposited there. They must be kept clear at all times.

70.5.- The installation of advertisements, signs, panels, partitions or other furniture that block the view of other premises, is prohibited. In no case may such elements exceed heights of 110 cm.

70.6.- Live or musical performances will only be allowed on terraces on special occasions. Only those authorized by the municipal administration, and that comply with the requisites established by competent administrations, will be allowed.

#### **Article 71.- Terrace usage fees.**

71.1.- The Concessionaire will annually set the amount to be paid by users of the terraces.

71.2.- Failure to make payment, which must be prior to use of the terrace, will imply the cancellation of the assignment.

71.3.- A terrace applied for outside the time limits, if it can be assigned, and is accepted, will be charged for at the complete annual tariff.

#### **Article 72.- Works and installations on terraces.**

72.1.- The execution of any type of works in the terrace area, and the enclosure of spaces, even if done with removable structures, without the prior authorization of the concessionaire and if relevant, the Port Administration, is prohibited.

72.2.- Port Management will be able to authorize, if it deems it opportune and following reception of the application and works project, the temporary installation of wind screens. These must be made of glass, be translucent, and may not exceed the height of 2 meters from ground level.

72.3.- No speakers or PA systems may be installed on the terraces, except those that are general for the entire port and respect the aforementioned 50-decibel limit. In any event, Port Management will have the competency to authorize the installation and the establishment of the conditions in which it can be done.

72.4.- Terraces will always be decorated with mobile elements that must be previously accepted by the concessionaire. Terraces that do not fulfill minimum requirements of quality and harmony with the surroundings will receive notification from the concessionaire. If they continue in a manner contrary to the port's common interests, their contract will be rescinded.

72.5.- It is not allowed to drill holes or make grooves in the ground, columns or the marquise.



72.6.- Port Ginesta will light the pedestrian walkways between terraces. Terrace users will be responsible for lighting their own terraces with lighting that cannot generate any light impact outside their own area.

72.7.- The installation of electrical cables for lighting or to power outdoor refrigerators connected to the service connection of the premises must be done by an authorized installer, with whom a maintenance contract must be signed, copy of which will be sent to Port Management. Furthermore, Management will receive a copy of the regular inspections made, which are mandatory as premises open to the public, pursuant to the rules in force as derived from the Low Voltage Regulations.

Non-compliance with this rule, which directly affects the safety of persons, will be considered a severe offense, and will entitle Port Ginesta to disassemble the outdoor electrical installation of the premises, without prejudice to beginning the legal actions relevant before the Port Administration and the competent jurisdiction.

72.8.- Aside from the terrace area behind the pedestrian esplanade portico, awnings can be installed affixed to the structures installed by the concessionaire in accordance with the model, system and colors outlined in the following rules:

1.- For the installation of awnings in the commercial area, premises rights-holders must secure the relevant authorization from Port Ginesta S.A.

2.- The awnings must be limited to the terrace area previously arranged with the Port Ginesta S.A. concessionaire company.

3.- Awnings must be made of canvas or a similar material, be permeable, and in navy blue or greige colors.

4.- The height of the cabling must match the height of the marquise, as is stipulated in the terrace regulations. The installation of any kind of awning or decorative strip at a height lower or higher than that established will not be allowed.

5.- The cranks used to roll up the awnings must be made of rust-proof material. Therefore, use of iron is prohibited.

6.- Holes may not be drilled in the structures installed, and stainless steel elements must be used for the fastening of any object to them.

7.- The structures and their cabling are made of stainless steel, and have been calculated to support canvas awnings, meant to provide shade in favorable meteorological conditions, but that are not designed to support heavy rain or wind. These awnings must always be of the sliding variety, and must be taken in outside the premises business hours. Non-compliance with this rule may affect the safety of persons.

8.- The electrical installations on terraces must be duly legalized, with the cabling running through the inside, and never on the outside, of the tubes.

9.- Any installation that does not meet these rules, or that has not been previously authorized by Port Ginesta S.A. will not be allowed.

10.- Transition situation. Existing awnings that do not meet these rules, but are in good condition, must be changed before May 2004.

72.9.- Premises devoted to hospitality or similar activities may install, following presentation of an application accompanied by a works project that is approved by Port Management, a supplementary service bar in the assigned terrace area, always between the building and the front portico, separated from the walkways by at least one meter. This bar may not exceed 110 cm in height, must be removable and cannot be fastened to the ground or covered. They will make up a closed perimeter less than 8 m in length, the maximum area of which will be 5 m<sup>2</sup>. They cannot incorporate any elements higher than this height, neither for decoration nor to hold bottles. No sinks or appliances to heat food can be installed inside them, nor can they be used to store bottles or other items.

### **Article 73.- Cleanliness, image and conservation.**

73.1.- The exterior of the premises must be kept in perfect conditions of cleanliness and image.

73.2.- It is not allowed to store objects or furniture outside the premises, unless expressly authorized by port management.

73.3.- Terrace furniture must be taken into the interior of the premises outside the premise business hours. If this furniture is left outside the premises when they are closed, it will be under the exclusive responsibility, and under no circumstances may it remain outside the premises if the establishment remains closed for over 15 days. Port management will be entitled to remove it if disturbs or harms normal port operation.

73.4.- To facilitate the work of premises devoted to hospitality that have short opening cycles, they will be allowed to leave their outdoor furniture assembled during their closing hours, as long as it is kept in a clean and orderly fashion, never stacked, and able to withstand inclement weather such as rain, wind, etc.

73.5.- The cleanliness of the annually-assigned terrace space will be responsibility of the applicant. As the port is in operation 24 hours a day, premises with night-time activity must be especially thorough in cleaning the outdoor areas occupied by their clientele after closure of the establishment, and must present a clean and orderly appearance before 9 a.m.

73.6.- It will be allowed to use flower boxes to delimit the annually-assigned terraces as long as the plants are in good condition.

### **Article 74.- Removal of elements installed on terraces upon conclusion of the authorized usage period.**

74.1.- Within five days following the day on which the term of validity for terrace use expires, all elements occupying it must be removed by the applicant and at their expense. Once this period has elapsed, Management will be entitled to remove any remaining objects, depositing them in an adequate location, even a general deposit contracted in the name of the applicant and at their expense, with payment of first month being made. Any expenses generated will be charged to the applicant with the responsibility referred to in Article 22 of these Regulations.

74.2.- Once the above-mentioned five days have passed, Management will also be entitled to isolate the terrace and any elements on it with partitions bearing the sign "Temporarily Off Limits". If necessary, the assistance of law enforcement agencies can be requested through the Ports Administration.

## **Section 4 Workshops**

### **Article 75.- Premises devoted to nautical workshops and exhibition space.**

75.1.- Any typical workshop activity must be performed inside the premises.



75.2.- Repairs or work that are impossible to perform inside the premises must be done, with the authorization granted by Management in each case, in the boatyard, within the properly conditioned yard areas, or in other areas as indicated by Management. If launching equipment, cranes or other machinery are needed, the work must be done in the port boatyard, in the manner regulated by these Regulations, or with the mechanical resources, ramps or other means authorized by Management.

75.3.- Vessels or vehicles, and other equipment to be repaired, must be located inside the premises or area which, for such purpose, Management authorizes. A cost will be generated in accordance with the tariffs for dry storage. Under no circumstances will they occupy sidewalks, roadways or parking areas.

Repeated non-compliance with this rule will be sufficient grounds to justify the suspension of services and the rescission of the assignment contract.

75.4.- The disposal of industrial waste, oils and other contaminant elements must be done exclusively in the receptacles especially provided by the port with the specifications outlined in Title IV of these Regulations.

The natural or legal persons that cause dumping or spills will be responsible for their clean-up and repair, as well as any possible penalties that could be levied in accordance with the violations outlined in Law 5/98 on the ports of Catalonia, and any other applicable legislation in force.

Port Management is entitled to order any necessary clean-up and repair work, and charge the cost to the responsible party.

75.5.- The described premises cannot be devoted to hospitality or like activities and will have no right to use the terraces.

75.6.- Air conditioning units must be installed inside the premises, behind the perimeter strip of shutter-type panels, located in the upper part of the facades, above the marquee. Units above doors or on the roof will not be authorized.

75.7.- Awnings that extend beyond the overhang are not allowed. These awnings must be taken in at night so they do not block the lighting installed under the overhang.

75.8.- Identificatory signs may not extend out of the exterior openings of the premises. Flag signs must be fastened to the column, not the overhang, and may not extend more than one meter outside, and the minimum height will be three meters. Signs may never be installed above the overhang.

75.9.- The facade pillars outside the premises will be finished with white paint, and cannot be modified, clad or veneered.

The exterior closure will include the space included within the exterior openings of the module or premises.

75.10.- Rights-holders to these premises may contract utilities directly from the electricity and telephone companies. Water supply in the port is a port service provided by the concessionaire.

## **Section 5 Apartments**

### **Article 76.- Apartments.**

76.1.- All facades, external walls, stairways and access corridors, roofs, subsoil of the buildings, streets, gardens, foundations, main walls, partitions, swimming pool and parking and annexed recreational areas, general water pipes, electrical and telephone cabling, plumbing for waste and rain water, meter rooms and anything whose private use has not been assigned, and is of general use, is property of Port Ginesta.

The usage rights to the apartments does not imply any sort of property right. Their term will be conditioned to the concessional period.

76.2.- All assignees of the apartments that make up the buildings in the Port Ginesta concession area will contribute to the general expenses of the concession area established in Title 5.

76.3.- The virtual surface areas are indicated in the apartment assignment contacts, and are equivalent to the square meters of the apartments, increased by 50% of the square meters of the terraces and 40% of the square meters of the private gardens if applicable.

76.4- Apartments may only be used for private housing. Any type of commercial or industrial use is prohibited.

76.5.- The assignees may not conduct any works on the exterior facades of the buildings, modify the painting, install elements that modify their architectural state or configuration, enclose terraces or cover gardens with curtains or flooring.

The installation of awnings on the terraces must comply with the regulations especially established for this purpose.

76.6.- The hanging of laundry, as well as the cleaning or beating of rugs, fabric wall hangings, mats, etc. on the exterior facade is strictly prohibited.

Plants on terraces must only be watered during the times authorized by the ordinances, from 10 pm to 8 am.

76.7.- No noise that may be a nuisance to other apartment users, either due to its intensity or any other cause, may be made, especially from 10 pm to 8 am.

76.8.- Rubbish will be deposited in the receptacles for such purpose, located inside the premises, at the entrance to the apartments.

76.9.- Only persons who are users of the apartments and anyone living with them may use the swimming pool and annexed area. The entrance or keeping of pets, ball games, picnics or any other activity that could be a nuisance to the users in this area is prohibited.

76.10.- The concessionaire must take out with the company of their choice, a civil liability insurance policy to cover any damages that the use of the apartment could cause to the facilities or third parties.

76.11.- Antennas. Satellite television connections may only be made through community installations.

**Section 6**  
**Common provisions for**  
**store rooms, commercial premises, terraces, workshops and apartments**

**Article 77.- Assignment of usage rights.**

77.1.- The permanent assignment of the usage of store rooms, commercial premises, workshops and apartments will be governed by the terms established in Title Two of these Regulations.

77.2.- The permanent assignment of spaces used for terraces is strictly prohibited. They may only be assigned by the concessionaire for maximum terms of one year.

77.3.- The terrace usage assignment contract will not be transferable to third parties.

**Article 78.- Temporary assignment of the usage rights to third parties.**

78.1.- The concessionaire or holder of permanent usage rights may temporarily assign the premises, store room, workshop or apartment in favor of third parties, for the period and price deemed appropriate.

78.2.- These holders of permanent usage rights must notify the concessionaire of the name and personal circumstances of the assignee, and provide the document they have signed, confirming that they are familiar with these Regulations, and agreeing to fulfill their obligations and specifications.

78.3.- Without prejudice to the responsibility described in Article 22 of these Regulations and the terms of the contract regarding the relationship between the parties, in temporary assignments, the concessionaire will recognize the permanent rights-holder, and not the temporary assignee, as holder of the rights, and the party subject to obligations, and therefore responsible for any breach.

**Article 79.- Works, remodeling and installations.**

79.1.- As established in the usage right assignment contracts, there is no assignment of roofs, the subsoil, structures, walls, facades or overhangs. Therefore, usage right assignment contract holders may not conduct any sort of works, perforation or installation that affects these parts of the building without the express consent of the concessionaire.

79.2.- For the execution of works or remodeling that does not involve an increase of occupation, it will be necessary to have the authorization of the Generalitat Department competent in port affairs, the local council and the Concessionaire. During any remodeling activity, the works materials and rubble will remain inside the buildings until they are removed by an authorized agent at the rights-holder's expense.

79.3.- The installation of any type of equipment, air conditioning units, antennas or other devices on the roofs of the buildings, to which access is restricted to the concessionaire.

79.4.- Duly accredited port personnel will have access to the interiors of the premises, terraces and apartments, to conduct their monitoring and inspection tasks.

## **Chapter Six**

### **Filling station**

#### **Article 80.- Exclusivity of supply.**

80.1.- Whether under the terms of a direct operation arrangement, or through the assignment of the filling station operation rights, the supply of fuel can only be carried out in the area especially planned in Article 6 of these Regulations, and pursuant to the safety conditions established in the legislation on hydrocarbons and Article 86 of these Regulations.

80.2.- The fees for this service will be those set by the concessionaire, and will be clearly displayed to the public at the fuel pumps.

## **TITLE FOUR**

### **Environmental regulations**

#### **Article 81.- Waste management. General rules.**

81.1.- Anyone who produces waste, whether from vessels, commercial premises, workshops or apartments, will be responsible for its management.

81.2.- The discharge of waters that contain hydrocarbons, suspended solids, plastics or any another type of contaminant materials or products is prohibited. This also applies to products resulting from the cleaning of bilge waters of vessels and the dumping of soil, rubbish, scraps, fishing waste, rubble or any other waste product, into the port.

81.3.- The natural or legal persons that cause dumping or spills will be responsible for all cleaning and repair expenses, and any possible penalties arising from the infringements as established in Law 5/98 on the Ports of Catalonia.

81.4.- The Port Director is entitled to order any necessary clean-up and repair work, and charge the cost to the responsible party.

81.5.- The infringements of environmental regulations caused due to negligence, the lack of preventive measures or due to non-compliance of the regulations in force, will entitle port Management to suspend the activity, within the port, of the company, vessel or person responsible. In the case of a severe violation or recurrent offenses, management can rescind the preferential usage right assignment, without prejudice to the notification of the competent administration.

#### **Article 82.- Waste derived from the normal use of vessels.**

82.1.- Solid wastes similar to domestic, organic, paper, cardboard, glass, clean packaging and plastics, may be deposited separately in the specific receptacles located for this purpose at the head of each pontoon.

82.2.- Waste-water stored on board in a regulation tank must be removed at the waste-water vacuum station, which discharges them into the general port sewage system.

Port Management will be entitled to order the seal of seacocks of the bathroom fittings installed in vessels that do not have waste-water holding tanks. This action will generate fee-based expenses. Opposition to the compliance with this rule or the inspection of the state of the vessel's seal will be considered a severe environmental offense, and will lead to actions pursuant to the terms of Article 81, section 5.

82.3.- Bilge water must be removed at the vacuum and bilge water treatment station. Small vessels equipped with an automatic vacuum pump must have a hydrocarbon pump to guarantee the cleanliness of the water discharged.

#### **Article 83.- Waste generated by vessel maintenance and repair.**

83.1.- Hazardous waste derived from regular maintenance and repair of vessels, whether they are in the water or in the boatyard area, must be deposited in the "Punt Net" recycling center located in the boatyard during its normal business hours. These waste products are:

- Water containing hydrocarbons
- Used oils
- Empty metal containers
- Empty plastic oil containers
- Oil and gas-oil filters
- Rags, gloves and oil-impregnated absorbents
- Empty metal paint containers
- Empty plastic paint containers
- Rags, gloves, and paint-impregnated absorbents
- Solvents
- Batteries
- Zinc
- Flares
- Fluorescent tubes and light bulbs
- Batteries
- Aerosols
- Sludges or muds

Due to their hazardous, highly contaminant nature, it is totally prohibited to deposit this type of waste anywhere other than the "Punt Net" recycling center, not even next to the vessel or the waste bin.

83.2.- Other voluminous but not hazardous waste products, such as wood or non-voluminous scrap metal may be deposited in the specific receptacles located in the boatyard.

83.3.- In order to dispose of voluminous, non-hazardous waste products, port personnel must be consulted. They will provide the necessary instructions and information on the cost, if any.

#### **Article 84.- Waste generated by the activity of commercial premises, workshops and cabins.**

84.1.- The users of the port commercial premises must manage the waste products generated by their activity pursuant to the regulations in force.

The port will provide specific receptacles to deposit waste products similar to urban waste: urban, organic, paper and cardboard, clean packaging and plastic.

84.2.- To deposit voluminous non-hazardous waste, such as discarded furniture, scrap metal, appliances, packing materials and others, port personnel must be consulted. They will provide the necessary instructions and information on the cost, if any.

**Article 85.- Waste generated by works or remodeling in commercial premises or apartments.**

The installation of rubble containers outside premises or apartments for works or remodeling must be expressly authorized by Management, and will not remain longer than the time strictly necessary. They may not remain over the weekend, starting from mid-day Friday.

**Article 86.- Fuel supply.**

86.1.- Fuel supply may only be carried out through the port filling station, specifically conditioned for this purpose.

86.2.- Vessel users must always know the capacity of their fuel tanks and filling status, and always introduce an amount lower than the available capacity.

86.3.- The filler neck and the vent must be installed in such a fashion that any accidental overspill could be safely contained without any danger of spilling into the sea.

86.4.- Engines must be shut off during fueling, and smoking, even on board the vessel, is absolutely prohibited.

**Article 87.- Dust emissions.**

The usage of any tool for to scrape, plane or cut in the boatyard, whether on board the vessels or in any other open space of the port, will only be authorized if it is a tool with a built-in vacuum and filtering system that prevents dust emissions into the air.

**Article 88.- Projections.**

88.1.- The projection of pressurized water over surfaces from which contaminant products such as paint, descaler or others could be released, may only be performed in premises equipped with water recovery systems.

88.2.- Sand, shot or any other type of blasting of surfaces is not allowed without the guarantee that there will be no emissions of the blasting by-products into the atmosphere, and the collection and processing of the waste from this activity will be performed by an authorized processor.

88.3.- The projection of paints will only be authorized within the booth conditioned for this purpose inside the boatyard shed or the workshop premises if they are properly conditioned.

**Article 89.- Resource management.**

With a view to reducing any unnecessary consumption, it will be mandatory to use hoses with trigger-operated guns to connect to the water service pedestals of the moorings and the boatyard.

## **Article 90.- Noise and light pollution.**

90.1.- When noises exceeding 50 decibels are measured outside the vessel or premises where they are being generated, noise pollution will be considered to exist. This pollution is very noisome for all port users, especially at night. To keep this unauthorized pollution to a minimum, vessels will only keep their engines running during maneuvers, furl their halyards and limit the volume of their audio equipment.

The flushing of engines in open, unconditioned areas is not authorized.

The activity conducted inside premises will be subject to these limitations. Especially music bars and discotheques will respect the established regulations.

90.2.- When light is shined upwards, or toward other users, causing a glare, light pollution will be considered to exist. The installation of lighting on the terraces of premises devoted to hospitality must be done with special care not to cause this type of unauthorized contamination.

## **TITLE FIVE ECONOMIC SYSTEM**

### **Chapter One Economic consideration for services rendered**

## **Article 91.- Generation of fees and expenses.**

The usage of any port service, or the simple holding of a usage right to any port element, even if it is not used, will generate in the concessionaire's favor the relevant fee and the right to be reimbursed for the general expenses generated by it.

## **Article 92.- Fees for isolated services.**

The fees corresponding to isolated services, such as mooring in a public pay-per-use area not assigned to a third party, launching of boats and their storage in the covered or open areas, towing, diver services, access or stopovers in the port by tourist vessels to embark or disembark passengers, the entry and parking of vehicles, use of terraces, vessel exhibition areas, occupation of small craft areas and other port areas, and other services such as location rights for film and photography sets, will generate the relevant fee.

The amounts of the rates will be set and approved by the concessionaire governing body, and duly published on the bulletin board of the port offices.

They will be updated annually, edited and publicized with sufficient lead time.

## **Article 93.- Participation in expenses.**

The concessionaire's governing body will approve each business year the pertinent budget for outlays considered general expenses, among which are the government fees, property tax in the proportion not charged to specific elements, salaries, utilities, waste collection and all of those directly attributable to the operation of the port.



**Article 94.- Participation in expenses and their allocation.**

The holders of use and enjoyment rights to moorings, store rooms, workshops, businesses and apartments, as long as they are built, will be responsible for all expenses of administration, basin officers, security, cleaning, water consumption, electricity, lighting (general and special in the commercial area), conservation, maintenance and repair of the facilities and the government fees of the concession, fees, excise and general taxes.

The expense distribution system will be generally proportional to the area of the concession occupied, except for administration fees, which will be determined by assignment unit, and those measured by a meter.

The expenses measured by unit, the sum total of the expenses making up the chapter will be divided by the total number of moorings, store rooms, businesses or apartments. The quotient obtained will be applied to every unit, except for store rooms, which will be considered 0.25 of a unit.

For expenses that are proportional to area occupied, the total expenses making up the chapter will be divided by the total square meters of moorings, store rooms, workshops, businesses or apartments, and multiplied by the square meters of each of the mooring, store room, workshop, business or apartment units.

To calculate the distribution percentages, the following data for port area and assignment units will be considered:

GROUP	% Unit	Units	m2
Moorings	1.00	1,298.00	50,867.60
Pay-per-use public moorings	1.00	144.00	6,617.80
Store rooms	0.25	105.50	2,861.31
Commercial premises	1.00	90.00	6,749.12
Industrial premises	1.00	29.00	3,240.00
Apartments	1.00	80.00	5,734.20
<b>TOTAL</b>		<b>1,746.50</b>	<b>76,070.02</b>

The expenses measured by meter will be directly applied according to the consumption that has taken place per each unit of consumption.

**Office and administration expenses.**

These expenses are generated by the Port Administration and are made up of management salaries and their social security contributions, utilities, expenses, maintenance, repairs and amortization of the administration office. Their distribution and allocation will be applied per mooring unit, public mooring, workshop, business and apartment, as they are generated based on the existence of an allocation unit, regardless of its surface area.

**Basin officer corps expenses.**

These expenses are generated by the need to attend to mooring users. They will be applied in proportion to their surface area in all moorings and public moorings.



**Security and cleaning expenses.**

These expenses are generated by the personnel devoted security tasks for the concession, and will be applied in proportion to the area of moorings, public moorings, workshops, businesses and apartments.

**Water, gas or electricity expenses.**

These expenses will be generated and allocated:

- a) By consumption at the mooring or public mooring service connections, with the general consumption being allocated in proportion to the surface area, unless their service is measured by a meter. In such case, it would be excluded from the general allocation and the average consumption for the meter will be applied.
- b) By consumption of general lighting or cleaning, which will be allocated in proportion to the mooring surface area, public mooring, business, workshop or apartment.
- c) Those measured by meter, which will be allocated directly to the utility consumer according to the actual meter readings.

**Concession government fees and other taxes.**

The concession government fees (canon), property tax, excise and general taxes are expenses to be allocated in proportion to surface area per: mooring, store room, workshop or business or apartment, with exclusion of the public moorings.

**Repair and maintenance expenses.**

These are expenses incurred for the maintenance and repair of the facilities or for the insurance policies taken out by Port Ginesta S.A. for risks of breakage, theft, accidents, fire, etc. over the general concession facilities. The allocation will be in proportion to the total area, for those of a general nature, and partially and specifically for those referring to maintenance and repair of specific services such as moorings, store rooms, workshops, businesses and apartments.

**Article 95.- Special cases.**

The services of the parking area, warehouse, fueling services, boatyard, etc., which only support expenses of personnel, utilities, repairs and internal maintenance, will be exempt from the general expense distribution. Unbuilt moorings and buildings will also be excluded from the distribution.

**Article 96.- Contribution to the expenses; collection procedure.**

Every user of a mooring, store room, workshop, business or apartment will be charged by the administration of Port Ginesta S.A., within the first 15 days of each quarter, the amount billed them at the beginning of the quarter, which will be proportional to that quarter's expense forecast, in their customer account. These funds may be brought in person to the port offices or deposited in the Administracions Port Ginesta s.l. bank account.

At the close of the business year, the user will be charged for the diverse expenses that have been generated and that are allocatable for different concepts and in the forms of distribution and allocation, and a fifth invoice will be issued to settle the remaining amount from the business year. This invoice will include a detailed list of the expenses generated and allocated to users, as well as the participation coefficients corresponding to them.

#### **Article 97.- Payment default.**

If the holder of a usage and enjoyment right does not deposit the amounts required by Port Ginesta, S.A. for the quarterly expense forecast, Port Ginesta, S.A. may apply the contract rescission clause in the usage and enjoyment assignment contracts for moorings, store rooms, workshops, businesses or apartments, or any of the systems established in these Regulations.

Delayed payment of any invoice issued by the concessionaire, either for general expenses or for rendering of isolated services will incur an economic surcharge of a 1.5% monthly rate. This surcharge will be published with the tariffs.

#### **Article 98.- Additional apartment expenses.**

Special expenses applicable to apartment users will be those relative to:

- a) Apartment area security surveillance.
- b) Apartment area gardening and cleaning.
- c) Apartment area lighting.
- d) Pool maintenance and cleaning expenses.
- e) Fire, civil liability and catastrophic risk insurance expenses for the apartment buildings.
- f) Maintenance of apartment buildings and their individual facilities.

#### **Article 99.- Administrative management.**

The administrative management of the port, as regards follow-up of the budget approved by the governing body and the collection of fees, may be conducted directly by the concessionaire with its own administrative services, or outsourced to a third party. This administrative management is herein expressly assigned to the company Administracions Port Ginesta S.L., which has been conducting it since 1991.

### **FINAL PROVISIONS**

#### **ONE.- Publication of regulations.**

These regulations, which are of mandatory compliance for all users, will be available to them in the port offices. Their approval will be published in the port's quarterly newsletter, and copies will be printed for all users.

#### **TWO.- Modification of Regulations.**

The concessionaire reserves the right to modify these Port Operating and Policing Regulations, adapting them at any time to the conditions and needs of operation, properly publicizing any such modification on the bulletin board, and incorporating them as Annexes to these regulations. These modifications will only be effective if they are approved by the Directorate General competent in port affairs.