

## **REGULATION OF EXPLOITATION AND POLICE OF GIJÓN PUERTO DEPORTIVO**

This Regulation of Exploitation is the document that serves to establish and regulate the use and exploitation of the Gijón Marina, hereinafter PDG:

### **CHAPTER IV: USE OF THE YACHTING MARINA (PDG)**

#### **ARTICLE 11. RESPONSIBILITY OF USERS AND VISITORS.**

Visitors and users will be admitted to the PDG at their own risk. Concession holder will not have any civil responsibility for the accidents that the visitors or users may cause.

The users will also respond, directly and personally, for any infractions they may commit due to abuse of the port's public domain, provided that provisions of Ley 27/1992, of November 24th, of Puertos del Estado y Marina Civil could be applied, as well as the Regulación de Servicios, Policía y Régimen of Puerto de Gijón approved by Orden Ministerial de Obras Públicas of May 14th 1976 (laws regarding the exploitation of the Port) or legal provisions that substitute or complement them.

### **CHAPTER V: CONDITIONS OF EXPLOITATION AND USE OF SERVICES.**

#### **ARTICLE 13. VESSELS IN TRANSIT OR ESCALE.**

1. Vessels will be tied provisionally in the place indicated as "waiting dock" or in its absence, where it is indicated.

2. The ship's master have to show up immediately at the PDG Reception and, in case this is closed, as soon as it is opened. At the office all crewmembers with their passports or ID cards must be identified, the ship's documentation will be delivered to make the registration and the ship's master must have covered the risk of liability for damage to the facilities, through the insurance agreement.

3. You will be given a copy of this Regulation and the duration of the period for which you are authorized to remain at the marina. To this purpose, you will sign the corresponding registration form.

4. Payment for the authorized period will be made in advance. If this period has to be extended, the PDG staff have to be informed and, the amount corresponding to the extended term will be paid again in advance.

5. For each mooring, a 50€ deposit will be charged for two cards.

The replacement of cards due to loss, deterioration or other cause will be made upon payment of the sale price, which is 50€ per card.

The card is personal and non-transferable, being, in any case, the owner of the mooring responsible for its proper use. At any time, the authorized PDG staff may request the owner to prove their ownership. Otherwise, it may be removed.

This card may be disabled without prior notice in case of non-payment of the mooring or other services provided and/or for breach of any clause of the contract. For security reasons, the cards only allow the access to the jetty where your boat is moored, as well as the access to showers and toilets, which are in the Office building of the PDG.

In case the card has been lost or stolen, please inform PDG staff.



6. At any time or as soon as required to do so, the ship and its crew will be subject to controls and regulatory operations relating to Customs, Police and Maritime Regulations.
7. The mooring you will occupy during your stopover will be indicated and you will be informed about the use of the different facilities and services that are available to you. In the assignment of places, with provisional character, the authorized holder of the boat undertakes to transfer the same to the place indicated by the marina staff immediately. In case of non-compliance, the transfer may be ordered, at the risk and expense of the authorized owner, not being responsible for any damage that may occur during the transfer or stay in the new place.
8. The PDG Management reserves the right to change the mooring place and in case the announced stay has ended and the vessel wishes to extend it, it has the right to reject this extension if this results in disturbances for the general planning of the exploitation.
9. The user will be responsible for any damage or breakdown caused to the facilities, services and to third parties.
10. The ship's master must notify the PDG Reception his departure time as soon as possible. Departure time must be always before 12 o'clock (otherwise, it will be considered as another's day stay) and the missing amount must be paid.
11. The boats in scale will not be able to leave the PDG without having totally satisfied the amount of all the services been contracted during his stay. A deposit may be required to cover this obligation or invoice the amount of services immediately provided or for regular periods, even continuing the stay of the vessel in the PDG.
12. Vessels in transit that wish to deliver their wastes and want to get the receipt or proof of delivery, should follow the procedures collected in the "Plan de recepción y manipulación de desechos procedentes de los buques".

#### **ARTICLE 14. MOORINGS AND SERVICES.**

Mooring positions will be assigned by the PDG, depending on the characteristics of the vessels. No change of mooring place will be allowed without previous authorization, except in case of emergency, which must be justified afterwards.

The boats will only be able to moor in the zones foreseen for it and in the suitable form to avoid damages to facilities or other boats,  
Services provided to users of the PDG: mooring, electric power, water, fuel, etc. will be according to the current rates and conditions.

#### **ARTICLE 16. PRESENCE OF CREW**

Every vessel moored in the PDG must have a responsible easily reachable. Therefore, if left unmanned on board, the employer or owner must notify the Port Reception who is the person responsible for the vessel and its location, or authorize the marina staff to represent him or her before any inspection action to perform on your vessel by the competent Authority.



#### **ARTICLE 19. BOAT CONSERVATION AND SAFETY.**

All boats moored in the PDG must be maintained in good condition, presentation, hygiene, buoyancy and safety. In particular, care will be taken in the spaces where rainwater can accumulate, proceeding to carry out periodic drains if necessary.

If the Management of the PDG observes that a boat don't fulfilled this conditions, will notify the owner or responsible for it, giving a reasonable time, according to the emergency level of the situation, to correct the deficiencies noted or remove the boat of the PDG.

If the boat becomes in danger of sinking or causing damage to other boats or facilities after the defined period, the Management will take, at the expense and account of the owner, the necessary measures to prevent its collapse or other damages and send a notification to the Marina Authorities and the Port Authority of Gijón, for the corresponding regulatory and legal purposes.

Boats moored in the Marina are not allowed to contain explosive or dangerous materials on board, only the regulatory signal rockets and fuels necessary for the operation of the ship being allowed.

If, due to breakdown or other circumstances, the facilities of the Marina can not be temporarily disposed, the users themselves will have to take the measures that they consider necessary to guarantee the safety of their boats.

#### **ARTICLE 21. MAXIMUM SPEED OF NAVIGATION.**

The navigation within the PDG is restricted to the entry and exit of boats, the change of moorings or to go to the jetty of fuel supplies, and will not exceed the maximum speed of 3 knots. In any case, it will be done with the utmost diligence and with good seamanship practices.

#### **ARTICLE 22. EMERGENCY CASES.**

In all cases of emergency or catastrophic accident or threat, thereof that may affect the vessels or waters of the Port, the Manager shall establish an urgent communication with the Marine Authority and the Port Authority of Gijón in order for it to adopt the pertinent measures. In cases of extreme urgency, will communicate as soon as possible the measures adopted.

In the event of a storm, fire or emergency in the Marina and neighboring areas, all crews, skippers and users must take appropriate precautions, obeying the instructions received from the command in charge of the extinction or safety operations.

If a fire occurs on board a ship, its owner or crew (as well as the neighboring ships that are aware of the incident), will take immediate measures as necessary and will communicate it with urgency to the Management of the PDG and the crew of the neighboring ships, not hiding the emergency in any way. PDG Management, if necessary, will proceed to activate the Internal Emergency Plan of the Marina as well as communicate the situation to the Control Center of the Autoridad Portuaria de Gijón (Port authority).

In case that the emergency evolves unfavorably with potential serious or very serious effects or exceeds the limits of the holder company, the Port Authority will take the Emergency Management, activating the corresponding phase of the P.E.I. of the Port of Gijón (emergency procedure).



If at the time of fire, temporary or emergency situation the offices of the PDG were closed, they should contact the telephone of the emergency control center of the Port Authority 902 32 32 00.

In case of danger of sinking, the provisions of the current law (Ley de Puertos del Estado y de la Marina Mercante) will apply.

If for weather conditions or any other nature the Maritime Captainty advises the closure of the Port to navigation, totally, only certain docks, or only certain types of vessels, they must refrain from entering or leaving the port area closed, keeping in touch with the operators of the CRCS (Centro Regional de Coordinación y Salvamento) to receive the relevant instructions.

Any spill of fuel, or any other contaminating substance in the waters of the Marina, shall start the activation of the Plan interior de Contingencias of the Port developed by the holder company and be immediately notified to the Port Authority and the Centro Regional de Control y Seguridad.

The user is subject to the safety regulations and the Emergency Plan of the PDG.

#### **ARTICLE 22. EMERGENCY CASES.**

The surveillance of the boats, as well as their tools and accessories, will be responsibility of the owners or users. The PDG will not be responsible for any burglary.

#### **ARTICLE 24. RESERVATION FACULTIES.**

The Concessionary Company reserves the right to authorize the entry or provide the services when the conditions of the boats or their facilities do not meet the necessary security.

The PDG may adopt the necessary emergency measures to suspend services during the period it deems appropriate, not only to the defaulters, but also to those who have disobeyed their orders or instructions aimed at compliance with the provisions of this Regulation, communicating to the competent authority for its knowledge when it is the case.

The Management, in particular, reserves the right to take the necessary measures to avoid contamination of the sea by hydrocarbons or other harmful substances.

#### **ARTICLE 25. PROHIBITIONS.**

It is absolutely prohibited In the PDG site:

1. Smoking during refueling operations.
2. Keep the motors and contacts of the boat on while it is refueling.
3. Carry out dangerous activities or keep / store things in the entire marina area, which make the amount of the insurance fee increase.
4. Have explosive materials on board of the vessels, except regulatory signal rockets.
5. Light fires or bonfires, or use naked flame lamps
6. Use heaters.
7. Throw soils, debris, rubbish, residual liquids, detritus, or materials of any kind contaminants or not, both to land and water. Garbage should be left in the containers provided for it.

8. It is forbidden to contaminate the sea and the sediment of the docks of the PDG. Nothing will be spilled into the sea.
9. Make repairs or activities on board that could annoy other users; perform activities that could be dangerous for people's safety and goods safety or those that threaten the environment. Always in the judgment of the Concessionaire Company.
10. The provision of fuel outside the enclosure prepared for it.
11. Keep the engines running with the boat tied or leave the halyards so they can hit the poles.
12. Fishing, collecting shells or seafood.
13. Submarine works without authorization.
14. Practice water skiing, use jet skis (except for the entry and exit of the PDG), bathe or swim in the docks, channels or access to the marina.
15. Manipulate and / or alter port facilities (modify the cleat layout, tie in any element that are not cleats, use as defenses elements not approved, nail, screw elements to pontoons and / or fingers) available to users, being the responsible of the consequences and breakdowns or breakages that may arise from this manipulation.
16. Use anchors within the docks and on the access channels, except in case of emergency.
17. Loose animals on the pontoons.
18. Unauthorized persons entering on the pontoons.
19. To deposit on the docks auxiliary vessels and stores, except for the minimum time necessary for boarding or disembarking. Unless express authorization.
20. Deposit batteries or any other material that affects mainly the hygiene and healthiness of the PDG on pontoons.
21. Use the toilets of the boats within the Marina.
22. Get a shower, wash clothes and, in general, any activity that involves pouring detergents or soapy waste into marina waters.
23. Achieve bilges and fecal out of the facility intended for these services.
24. Hoist boats out of the places established for this purpose.
25. Tie the boats invading the central corridor of the jetty with parts protruding from the boat because it entails risk for people who pass through it.
26. Leave the boats with equipment connected to power supply lines.
27. Leave the boat connected without crew on board and without having hired the 24 hours service.
28. Park or circulate with vehicles on the breakwaters, unless express authorization to do so.
29. Change of mooring without prior written authorization.
30. Cede or sublet the position that it occupies
31. Non-payment of a receipt corresponding to the mooring.
32. Any other activity estimated by the PDG Management, which prevents and hinders the normal operation of the Services or operation of the facilities.



Infraction of those prohibitions that suppose a cost for the Concessionaire Company will authorize this one to demand the corresponding compensation.

Infraction of the rules, which essentially affect the hygiene and healthiness of the facilities or their users, will authorize the Management to demand the immediate departure of the boat from the marina, independently of the obligation to compensate for damages caused. No right to refund the fees that would have been paid. In addition, these infractions will be reported to the corresponding Authority to apply the applicable penalties.

The relapse of any of the prohibitions empowers the Management of the PDG to temporarily or permanently prohibit access to the facilities to offender vessel and even to any others of the same owner, having to leave the port within a week in addition to indemnifying for damages caused. No right to refund of the fees that would have been paid. Likewise, these infractions will be reported to the corresponding Authority to apply the applicable penalties.

**CHAPTER V: CONDITIONS OF EXPLOITATION AND USE OF SERVICES.  
ARTICLE 26. NO LIABILITY OF THE CONCESSIONAIRE COMPANY OF  
THE MARINA.**

The Concessionaire Company will not be responsible for the damages and losses produced by external causes.

**ARTICLE 27. INCIDENTAL DAMAGES.**

Any damage or injury that occurs between third parties, persons or things within the docks or the port area due to the operations that are carried out in them or the incidents arising from them, will be considered as fortuitous, and each part will be responsible of its own damages, unless there is a liability defined by action or omission of a third party, the Concessionaire company shall have no subsidiary civil liability in such cases.

**ARTICLE 28. DAMAGE TO FACILITIES AND BOATS.**

Any damage that is caused to the works and facilities or vessels of the PDG will be in charge of the people who caused them, regardless of the actions that proceed.

In such cases, the PDG will appraise the approximate amount of the cost of repairing the damage caused and pass it on to the interested party. The amount of said valuation must be deposited in the PDG box, on the day or the next of the notification.

Once the damage repair has been completed, the Concessionaire will draw up a detailed account of the cost incurred, which will be sent to the interested party for final settlement.

The Concessionaire Company will be able to exercise the actions that proceed before the competent Authorities so that the consequent responsibilities take effect.



#### **ARTICLE 29. OWNERS' RISK.**

The permanence of the boats, merchandise, and all kinds of objects within the docks of the PDG, will be at the owners' risk. Neither the Concessionaire Company, nor its employees, shall be liable for any damage or loss suffered by the vessels, merchandise and other items found within the docks subject to the concession in the event of storms, fires, floods, riots, lightning, as in other risks that are considered fortuitous.

#### **ARTICLE 30. DAMAGES OR BREAKDOWNS LIABILITY.**

The owners or users will be responsible for the damages or failures they cause, both in facilities and supply elements, as well as in their own or that of third parties as a result of defects in the elements, installations of their boats or bad maneuvers of the same.

#### **ARTICLE 31. CIVIL LIABILITY.**

I. The owners of the boats will be, in any case, civilly liable subsidiaries of the infractions or debts contracted or of the responsibilities that could be decreed against the users or employers.

II. The vessels will respond, in any case, with a real guarantee, with the amount of the services rendered to them and the faults that are caused to the facilities for third parties.

### **CHAPTER VII: OTHER SERVICES**

#### **ARTICLE 32. FUEL SUPPLY SERVICE.**

Puerto Deportivo Gijón has three fuel intakes, two of diesel A (one of which has a large flow) and another of 95 octane-unleaded gasoline. The fuel provisioning will be carried out exclusively in the places provided for that purpose.

The time of stay in the fuel pontoon will be limited exclusively to the loading operation, having to leave the place as soon as the supply ends.

Both in the mooring and unmooring maneuvers to the point of fuel supply, and during the navigation, extreme precautions will have to be taken.

During the fuel loading operations, it is prohibited to have tied to another vessel. Smoking is also prohibited, being prohibited, as well, the presence of persons outside from the boat that is refueling, or to the services of the Marina, in the vicinity of the installation.

It will be mandatory to turn boat's motors and contacts off while it refuels.

Except express authorization, fuel supply right beside the pier will not be allowed.

#### **ARTICLE 33. ELECTRICITY AND WATER SUPPLY SERVICE.**

It is only allowed to connect to the supply boxes (electricity, monophasic at 220 V, and water, at 5-6 bar pressure) installed for that purpose on the pontoons, the connection must be made in the nearest box.

In the case of subscriber clients, the consumption of electrical energy is limited by the value of the magnetothermic protection of the box. The power supply (as well as water) must be disconnected when there are no people on board. Owners of vessels that wish to use the electric connection service 24 hours a day, must make the corresponding written request at the marina office and accept the conditions established in this regard.



The electrical installations of the ships that make use of this service must be in accordance with the current regulations that apply.

The boats in transit will have a maximum intensity of 16 amps, with uninterrupted service.

Only pins that adapt to the bases of the boxes installed, and are in accordance with the regulations in force, must have the corresponding grounding. The manipulation of the boxes by the users is strictly forbidden.

#### **ARTICLE 39. USER'S OBLIGATIONS.**

Users of mooring posts are expressly required to:

1. The subscriber will be obliged to have insurance for his boat that covers his civil responsibility in the face of the damages that he may cause to the facilities of the PDG as well as to the employees of this and other port users.
2. Deliver the boats waste conveniently according to RD 1381/2002 and comply with the rest of the environmental regulations, avoiding any type of contamination both on land or at the sea.
3. Allow inspection and allowing the entry into the mooring post to control general facilities and services.
4. Respect the general facilities but also those that benefit exclusively other owners.
5. Observe, obey and enforce the rules established in this Regulation, and those that may be dictated by the Concessionaire Company in the future, as well as those that come from the competent bodies.
6. The user and the owner of the mooring post must be jointly and severally responsible of the faults caused, the amount of the repairs that for this reason could be necessary to do and of the resulting compensations. They must contract a civil liability policy that covers the damages that the use and possession of their boat could cause.
7. Observe the due diligence in the use of the mooring and the facilities and cover all the maintenance and preservation expenses in case of not observing such diligence.
8. Provide the vessel with adequate defenses, with the corresponding mooring elements and other health and safety elements indicated by the PDG's Management.
10. Communicate to the PDG's reception staff the abandonment of the mooring place when it is for a period exceeding 3 days. Otherwise, the PDG will have the mooring place and the user can make use of it when it is free, giving him another position in the port.
11. Immediately communicate any emergency or situation that entails risk for people, boats or for the p facilities.
12. Obligation to walk through the pontoons with appropriate footwear, and, in any case, barefoot.
13. Minors must move through pontoons wearing life vests.
14. It is recommended to consult the weather forecast before sailing.



#### **ARTICLE 40. CONTRIBUTION TO EXPENSES, COLLECTION PROCEDURE.**

Each mooring user shall pay, as determined by the Concessionaire Company, by direct debit or cash, the amount corresponding to the fees, mooring rates and minimum consumption of water and electricity.

For other expenses that arise from the different services that are offered, they will be invoiced as determined by the Concessionaire Company.

Receipts returned for non-payment will accrue interests and surcharges established in the Law.

#### **ARTICLE 41. UNPAID.**

If the user does not pay the amounts required by the PDG, corresponding to the semi-annual fee, the resolution clause of the contract contained therein may apply, as well as other rights contemplated on it and any of the systems provided in this Regulation.

The non-payment of the fees corresponding to the services rendered will entitle the Concessionaire Company to deny the provision of new services until the pending debt is paid.

The vessel will respond, as real guarantee, for the payment of mooring services as well as for other services provided and for faults or damages caused to persons, property, facilities or third parties.

#### **ARTICLE 42. "MORTIS CAUSA" SUCCESSION.**

In case of death of the tenant, the designated heir or legatee may subrogate rights and obligations of the tenant to the termination of the contract.

#### **ARTICLE 43. COMPLAINTS.**

Claims or complaints concerning the exploitation services of the PDG, and any clarifications or doubts that may arise from the interpretation of this Regulation shall be addressed in writing to the PDG Management. To this end, there are complaint forms at the marina office available to users, where they can be deposited and will be duly processed.

For any discrepancy within this Regulation, both parties submit to the arbitration of equity regulated by Law 60/2003 of December 23, with the competent jurisdiction of the domicile of Marítimo Astur Favila SLU – Isolation Terms of Galicia, AISTER SA, UTE PUERTO DEPORTIVO DE GIJON.

#### **ARTICLE 44. FEES AND RATES.**

For the application of the rates and fees that correspond, in accordance with the provisions of Título I of Ley 48/2003, of November 26, of Régimen Económico y de Prestación de Servicios de los Puertos de Interés General, Puerto Deportivo de Gijón will take into account the rules set forth in the Concessional Award dated November 18, 2005, as well as in the resolutions adopted by the Consejo de Administración de la Autoridad Portuaria de Gijón (Management Board), and which are available to the public in the office of the PDG.

Marpol rates will be calculated by multiplying € / m<sup>2</sup> / day.



**ARTICLE 45. ADDITIONAL PROVISIONS.**

This Regulation may be modified as necessary to be adapted to those specific conditions established by future legal regulations with competence in the matter.

In everything that is not foreseen in this Regulation, the Ley de Procedimiento Administrativo (Law of Administrative Procedure) and those other legal regulations of application will be applicable.

