

REGULATIONS FOR THE DEVELOPMENT
AND USE OF CASCAIS MARINA

I - OBJECT, SCOPE AND DEFINITIONS

Article 1 - Object

1. The development and use of Cascais Marina, hereinafter referred to as the Marina, consisting of an area of wet and dry land for which the concessionary, MARCASCAIS - Sociedade Concessionária da Marina de Cascais, S.A. holds the right to build and develop the Cascais Marina as a regular ongoing public service providing support for sailing and a harbour for recreational craft, in addition to the operational, commercial and industrial premises and services supporting Marina, is governed by the provisions contained in these regulations.

2. The regulations are subject to the rules contained in the concession contract signed with ENATUR - EMPRESA NACIONAL DE TURISMO, SA, representing the Portuguese state, on 21 September 1995 and the provisions contained in Decree-Law no 335/91 of 7 September, with the rewording introduced by Decree-Law 14/94 of 20 January and, in the absence of any specific contractual or legal disposition, by the general principles governing concessions to develop goods, public services and public works (Decree-Law No 405/93 of 10 December).

3. These regulations do not compromise the specific powers of other bodies, namely those of the Maritime Authority, Aliens and Borders Service, Customs Authority and the concessionary itself.

Article 2 - Scope

These regulations apply to all individuals or legal persons and vessels, machinery and vehicles, in addition to any objects or animals or other items of any kind within the concession area.

Article 3 – Concession area

The Marina concession area includes the domains shown in the map in Appendix II and defined under Decree-Law No 335/91 of 7 September, in addition to all infrastructures, moveable and immovable property, installations and equipment constructed, supplied and assembled by the concessionary within the Marina area, provided that they are physically incorporated into and functionally inseparable from the Marina development, also known as the concession area.

The concession area is divided into two zones:

a) The wet area – the area consisting of all mooring quays, temporary and permanent berthing slips, waiting quay, fuelling quay, service quay, gridiron, ramps and any other areas destined for the exclusive use of vessels;

b) The dry area - the area consisting of all buildings, commercial areas (commercial establishments – shops and terraces), service areas, communal areas, roads and parking areas.

Article 4 – Dry area

1. The dry area of the concession area includes a commercial area, hereinafter referred to as the AC, consisting of commercial establishments, terraces, and related areas and facilities, hereinafter generally referred to as commercial establishments or shops, subject to contract agreements under which the concessionary, on the basis of Decree-Law No 335/91 of 7 September and the terms of the concession agreement, confers right of use on third parties, known as grantees.

2. The Cascais Marina, within which the commercial establishments are incorporated, is an integrated, overall concept which requires the ongoing, combined efforts of all its agents, to the mutual benefit of all, based specifically on the principles of a unified image, a promotional and entertainment policy, continuity of development and full occupation, the essential conditions for its successful development. Maintenance of

the AC should be the object of special attention, particularly with regard to the uniformity of technical elements, quality of materials and other related features.

Article 5 – Definitions of berthing

These regulations contemplate the following types of berthing:

a) Temporary or permanent berthing in the wet area:

a.1) Permanent berthing is understood to mean the use of the berthing slips for periods of time agreed in advance with the concessionary and specified in a “Temporary assignment of exclusive right to berthing slip contract”, provided that this covers periods of over 365 (three hundred and sixty five) consecutive days;

a.1) Temporary berthing is understood to mean the use of the berthing slips on a daily, weekly or monthly basis, as agreed with the Marina services on arrival, provided that this covers periods of less than 365 (three hundred and sixty five) consecutive days;

a) Temporary or permanent berthing in the dry area:

a.1)) Permanent berthing is understood to mean the use of an area on dry land for previously agreed periods of time in a contract signed with the concessionary, provided that these periods always cover more than 365 (three hundred and sixty five) consecutive days;

a.1) Temporary berthing is understood to mean the use of an area of dry land on a daily, weekly or monthly basis, as agreed with the Marina services on arrival, provided that this covers periods of less than 365 (three hundred and sixty five) consecutive days;

c) Berthing for maintenance and repairs:

Berthing for maintenance and repairs is understood to mean the temporary use of an area designated for this purpose and regulated under a specific contract signed with the concessionary.

Article 6 – Definitions of vehicle parking

These regulations contemplate the following types of parking:

a) Long-term parking

a.1) Long-term parking is understood to mean the use of an area designated as a park for vehicles for previously agreed periods of time under the terms of a contract signed with the concessionary, provided that these periods always cover more than 365 (three hundred and sixty five) consecutive days;

b) Short-term parking

a.1) Short-term parking is understood to mean the use of an area designated as a park for vehicles as agreed with the Marina services for periods of less than 365 (three hundred and sixty five) consecutive days;

Article 7 – Holder of the berthing slip

The holder of the berthing slip is understood to be the person holding the exclusive right to the use of the berthing slip, whether on a permanent or a temporary basis.

Article 8 – Owner of the vessel, their representative and holder of the right to use the vessel

1. The owner is understood to be the individual in whose name the vessel is registered.

2. The holder of the right to use the vessel is understood to be any individual, whether or not they hold the

permanent or temporary exclusive right to the use of the berthing slip, who is not the legitimate owner of the vessel.

3. The owner's representative or the holder of the right to use the vessel is understood to be individuals identified for these purposes in writing to the concessionary.

II - DIRECTOR OF THE MARINA

Article 9 – Powers and responsibilities of the Director of the Marina

The Director of the Marina represents the concessionary in terms of the administration of the concession area and, as such, must:

a) Strive to ensure that these regulations and any other current legislation is applied with a view to ensuring that the Marina operates regularly and correctly, services which fall within the scope of the concession are provided to the highest standards of security, efficiency and economy, and the Marina installations and equipment are maintained in good working order;

b) Be responsible for all concessionary staff working at the Marina;

c) Grant specific authorisations and issue all the necessary orders and instructions required for the Marina to operate efficiently;

d) Carry out all actions relating to the administration of the Marina and the preservation of its areas, buildings and equipment;

e) Strive to protect and care for people and property, resorting to the police authorities whenever the use of force or physical compulsion becomes necessary;

f) Observe, and ensure that users and grantees observe, all legal, regulatory and contractual provisions respecting the use and development of the Marina installations and services;

g) Order the removal of vessels, equipment, materials or any other objects, rubbish or waste illegally occupying part of any area and proceed, when necessary, to empty them at the offender's expense;

h) Execute and order the execution of decisions made by the Maritime Authority regarding matters within his area of duty, in the exact terms in which they were communicated to him;

i) Send to the appropriate authorities, information and evidence gathered in relation to any offences or infringements of port, maritime, environmental health or other regulations which the Director is responsible for ensuring are observed within the Marina area;

j) Take all regulatory measures considered essential to ensure the cleanliness of the port basin waters;

l) Withhold access to, stay and exit from the concession area, adopting any measures considered necessary, including the suspension of commercial services and activities for an appropriate period of time, for vessels, vehicles and individuals that do not comply with these regulations or with instructions legitimately conveyed by the Marina services or the appropriate authorities, specifically with regard to security, preservation of the dock area, service requirements or inconvenience to other users;

m) Keep a complaints and suggestions book permanently available to users.

III – DUTIES, OBLIGATIONS AND PROHIBITIONS

Article 10 – Duties and obligations of the holder of the berthing slip

1. The holder of the berthing slip must strive to make proper use of this facility and to comply with, or ensure compliance on the part of the owner of the vessel, their representative or the holder of the right to use the vessel – if different from the holder of the berthing slip – all provisions contained in these regulations and, in particular, the rules stipulated in Articles 11, 12 and 13.

2. The holder of the berthing slip is obliged to provide the concessionary with notice 45 (forty five) days in advance and in writing of the identity of the owner of the vessel and/or the holder of the right to use the vessel whenever the berthing slip is used by a vessel of which they are not the owner.

3. In the cases prescribed in point 2 above, the holder of the berthing slip is jointly and fully responsible, together with the owner of the vessel, their representative and/or the holder of the right to use the vessel, for compliance with all duties and obligations contained in these regulations and any other applicable legislation.

Article 11 – Duties of owners of vessels

1. Whilst vessels are berthed at the Marina, their owners or representatives must:

a) Respect the rules of good neighbourliness;

b) On all occasions, facilitate the movements and manoeuvres of other vessels, in accordance with instructions from the Marina services, even in cases when their vessel is anchored;

c) Supervise all individuals they have authorised on the mooring quays and on board the vessel and assume joint civil liability for any acts practised by them;

d) Duly shut up vessels and safeguard all accessories, tools, rigging and materials which are their property, on the understanding that the concessionary and the Marina services cannot, under any circumstances, be held responsible for any theft, robbery, damage or deterioration occurring as a result of failure to comply with these obligations;

e) Facilitate inspection and entry into mooring zone and the vessel itself by the Marina services and competent authorities, namely for the purpose of verifying compliance with the duties and obligations prescribed in these regulations;

2. Any infraction of the provisions contained in the previous points constitutes an offence in law punishable with a fine.

Article 11 – Obligations of owners of vessels

1. Whilst vessels are berthed at the Marina, their owners or representatives are obliged to:

a) Respect the rules of good seamanship in order not to put other vessels and installations at risk;

b) Maintain the legal status of vessels with regard to the Marina services and the Maritime, Customs and other appropriate authorities;

c) Keep vessels correctly moored in the slips designated by the Marina services to prevent their exteriors from projecting into floating quays or service channels or obstructing the free passage of individuals or other vessels;

d) Keep vessels in good condition in terms of structural resistance, cleanliness and good repair and keep all suitable boarding and fire-fighting equipment in good working order, in accordance with current legislation;

e) Maintain the name and port of registration clearly visible on the exterior of vessels;

f) Keep vessels perfectly buoyant, moored and secure, paying special attention to any changes or worsening of weather conditions;

g) Observe the rules established in these regulations and prescribed under the terms of Article 49 in relation to berthing, lighting, noise, rubbish and other forms of pollution;

h) Use the existing Marina services for pumping waste water and bilge, in accordance with the

timetables displayed in Reception;

i) Deposit all waste oil, containers used to transport and handle oils and other materials impregnated with oils in the tanks designated in the marina for this purpose;

j) Provide the vessel with adequate means of protection and anchorage, in addition to minimum health and safety conditions;

k) Fulfil all obligations arising out of any damages or losses caused by vessels to third parties and/or Marina installations, restoring conditions to their previous state on the date of the incident;

l) Take all precautions to prevent risks of any kind, particularly those resulting from weather and sea conditions, fire, theft or sabotage;

m) Inform the concessionary of the location and means by which they may be contacted, taking responsibility at all times for being present in case of need.

2. Owners or their representatives must agree to appear on the vessel whenever they are contacted by the concessionary for this purpose. To this end, the concessionary will only request their presence when they consider it to be strictly necessary.

3. If the owner of the vessel or their representative fails to appear or cannot be contacted, the Marina services may take any measures that appear appropriate and/or necessary to safeguard people and property and/or preserve the environment, having previously established that all resulting expenses will be borne by the said owner or representative.

4. Owners of vessels or their representatives should be able to fulfil the requirements of Article 19(3).

5. For the purposes prescribed in point 1(i) of this Article, the concessionary has the right of lien on the vessel if conditions are not promptly restored to their previous state on the date of any incident.

6. Any infraction of the provisions contained in the previous points constitutes an offence in law punishable with a fine.

Article 13 - Prohibitions

1. Whilst staying at the Marina it is specifically forbidden to:

a) Sail at a speed of more than three knots or create waves that may threaten the wellbeing of the various users within the port and at its entrance and exit;

b) Empty waste from sanitary installations or any other dirty water directly into the port or use containers designed for the chemical or physical treatment of such waste that contravene the appropriate regulations on the prevention of maritime pollution;

c) Deposit oil, rubbish, waste or any other objects anywhere other than in the appropriate containers located on the quayside or in the surrounding area;

d) Carry out repairs or work that create noise, odours or pollution in the berthing slips or outside the installations designated for this purpose, except when obviously urgent or, due to their nature or for security reasons, cannot be carried out elsewhere;

e) Use searchlights, except in emergencies;

f) Anchor, moor or create any obstacle to the free movement of vessels, particularly in the channels providing access to the berthing slips;

g) Moor in the fuelling or waiting quays longer than is strictly necessary to carry out the respective operations;

- h) Connect to electricity terminals which are not authorised by the Marina services;
 - i) Use motor vehicles or bicycles on the floating quays;
 - j) Bathe or swim in the Marina waters or practice water sports of any kind, amateur diving or any form of fishing in the concession area;
 - k) Assemble trailers or pitch tents for accommodation or for any other purposes;
 - l) Keep pets, unless they ensure that they do not inconvenience other users and do not wander free and provided that, in these cases, hygiene regulations are respected;
 - m) Exercise any form of commercial or industrial activity, provision of services or advertising in the berthing slips, quays, gangways or on board vessels without the express authorisation of the concessionary;
 - n) Light fires onboard, except in kitchens;
 - o) Make any noise audible outside vessels between the hours of 8pm and 8 am, in particular noise caused by playing hi-fi systems or similar or testing engines;
 - p) Initiate any activities that create unpleasant odours;
 - q) Anchor or moor outside the area previously stipulated by the Marina services, unless the appropriate authority rules otherwise;
 - r) Hang clothes out on the deck or mast of the vessel;
 - s) Leave dinghies or other items of rigging on the quayside;
 - t) Leave rigging loose;
 - u) Allow vessels to be steered by unqualified individuals, even if authorised by their owners, who will be held responsible for any damage caused to third parties and installations, in addition to any other penalties prescribed by law;
 - v) Exercise any help in the manoeuvring of vessels.
2. Light sailing vessels, motor jets, remote controlled models or any other apparatus that cannot maintain a stable balance, or any other floating object not legally defined as a recreational craft are forbidden to enter and sail in the Marina waters unless expressly authorised to do so by the concessionary.
3. The prohibitions established in the previous points apply to all owners, their representatives and all individuals with authorised access to vessels, berthing slips or surrounding areas.
4. Access to the quayside is forbidden to any person other than the owner of the vessel, their representative or the holder of the right to use the vessel who has not received authorisation.
5. The Marina management reserves the right to forbid access to the quayside to any individual who has previously disturbed the normal operations of the Marina.
6. Any infraction of the provisions contained in the previous points constitutes an offence in law punishable with a fine.

Article 14 – Holder of the right to use the vessel

All rules referring to the holder of the exclusive right to use the berthing slip and/or the owner of the vessel also apply to the holder of the right to use the vessel, as stated in these regulations and specifically in Articles 11, 12 and 13.

IV - ACCESS, STAY AND EXIT FROM THE MARINA

Article 15 – Access to the wet area

1. On entering the wet area of the Marina, all vessels should fly the Portuguese flag, in addition to the flag of their own country.
2. Access to the quayside by individuals authorised under the terms of these regulations is provided by an automatic control system.
3. Access, stay and exit from the concession area may be withheld for vessels, vehicles and individuals who do not comply with the terms of these regulations or any instructions conveyed by the Marina services and particularly in the case of any outstanding payments for charges or services.

Article 16 – Access to the dry area

The concessionary has the authority to order any people animals or objects to be removed from the dry area whenever necessary.

Article 17 - Access to car parks

1. Access to car parks in the concession area will be processed as follows:
 - a) By the issue of an access card issued in advance by the concessionary or;
 - b) By a parking ticket issued by the concessionary.
2. All individuals who are holders of the right to use the concession area provided under contract by the concessionary may apply for the access cards referred to in paragraph a) of the previous point
3. The parking areas for automobiles will operate in accordance with the timetables and rules established by the concessionary as stated in Article 49.

Article 18 – Formalities and manoeuvres for the entry of vessels

1. On entering the Marina, all recreational craft must moor by the Reception Quay in order for the owner or their representatives to:
 - a) Regularise their stay with the Marina services;
 - b) Proceed with the legal formalities required by the Maritime and Customs authorities;
 - c) Provide the deposit referred to in Article 27(2).
2. Vessels on temporary or permanent berth under a current contract need only comply with the stipulations contained in the previous point when demanded by law or requested by the Marina services.
3. Vessels may be manoeuvred with the assistance of the Marina staff whenever the concessionary considers this necessary.
4. Any infraction under the terms of point 1 constitutes an offence in law punishable with a fine.

Article 19 – Removal of recreational craft

1. Notwithstanding the respective sanctions under the terms of these regulations or any other applicable legislation, any repeated violation of duties and obligations prescribed in Article 13 confers on the Director of the Marina the right to order the offenders to remove the vessel immediately from the berthing slip it is occupying and subsequently leave the Marina.
2. When the offender cannot be notified of the order referred to in the previous point, for reasons which can be attributed to them or, after having been notified, the offender does not respect the order promptly the

Director of the Marina may order the vessel to be removed. Subsequently it may be hoisted out of the water and towed to a suitable place where it will be left, with the costs of the manoeuvre to be borne by the owner of the vessel or their representative.

3. When necessary due to urgent service needs or bad weather conditions, the removal of vessels from certain berthing slips to others may also be ordered, in which case the provision contained in the previous point shall apply, with any necessary amendments.

4. In the event of any breakdown which clearly cannot be repaired rapidly, the owner or their representative will be responsible for moving the vessel and the Director of the Marina may impose a solution if the removal does not take place within a period of time considered adequate by applying the provision contained in point 2.

5. The concessionary may order the removal of boats from the concession area which have been abandoned or are disturbing the normal operations of the Marina, or which have remained in the area for a period of over 180 (one hundred and eighty) days without the owner having regularly paid the appropriate charges for berthing and services.

6. The expenses involved in the removal, towing and depositing of boats ordered under the terms of the previous points will be borne entirely by the respective owners.

7. Any infraction under the terms of points 1, 2, 3 and 4 constitutes an offence in law punishable with a fine.

Article 20 – Removal of vehicles and other objects

1. No vehicle or other item may block access or traffic in the parking areas.

2. If access or traffic is blocked, the concessionary has the power to order the removal of any vehicle, either for security reasons or for reasons of *force majeure*.

3. The concessionary may order the removal of vehicles, materials or tools from the concession area which have been abandoned or are disturbing the normal operations of the Marina, or which have remained in the area for a period of over 15 (fifteen) days without the owner having regularly paid the appropriate charges for berthing and services.

4. The expenses involved in the removal, towing and depositing of items ordered under the terms of the previous point will be borne entirely by the respective owners.

5. Any infraction of the provisions contained in the previous points constitutes an offence in law punishable with a fine.

Article 21 – Exit formalities

The exit of the vessel at the end of the agreed period may be verified at any moment provided that the owner or the person responsible for the boat has:

a) Settled their affairs with the Marina services, having requested this formality at least 1 (one) hour in advance and always during the current timetabled hours; and

b) Observed all formalities with regard to the Maritime and Customs authorities, whenever required to do so by law and always within the current timetabled hours.

Article 22 – Extension of temporary berthing of vessels

Any extension of the initial agreed stay must be requested from the Marina services at least 24 (twenty four) hours in advance.

V – GRANTING OF BERTHING SLIPS AND EXCHANGE OF VESSELS

Article 23 – Granting of berthing slips

1. The transfer to third parties of the right to use a berthing slip, subject to payment, can only be effected if authorisation is requested from the concessionary in writing who, in granting authorization, may exercise right of preference.
2. The temporary assignment to third parties of the right to use a berthing slip subject to payment is governed by the provision contained in the previous point, notwithstanding any conditions the concessionary may impose in each individual case.
3. The temporary assignment to third parties of the right to use a berthing slip without payment may only be effected after the concessionary has been informed in writing.
4. On a temporary basis or as it deems appropriate, the Marina services may promote the temporary assignment to third parties, subject to payment, of the right to use a berthing slip made available by owners of permanently berthed vessels, which must be agreed in a contract signed with the concessionary on an individual case basis.

Article 24 – Exchange of vessels

1. Whenever the holder of the berthing slip changes vessel they must inform the concessionary of this fact in writing, stating the name, nationality and size of the new boat.
2. In any exchange of vessel, it is essential that the size of the new vessel is compatible with the size authorised for the berthing slip in question.
3. Whenever the holder of the berthing slip allows it to be used by vessels which they do not own, they must inform the Director of the Marina of the name of the owner and the name, nationality and size of the vessel in question at least 30 (thirty) days in advance.

VI – VESSELS IN BERTHING SLIPS

Article 25 – Length of stay

1. The stay is calculated in periods of 24 (twenty four) hours, beginning at 12pm on each day. The time counted commences 12 (twelve) hours prior to entry and ends 12 (twelve) hours later.
2. Any stay which is extended beyond the period stated on arrival should be communicated to the Marina services under the terms of Article 22 and the deposit referred to in Article 27(2) should be reinforced on the day immediately before the end of the period initially envisaged.

VII - CHARGES

Article 26 - Charges

1. Charges for services provided by the concessionary and for the use of the installations and equipment will be set freely by the concessionary 30 (thirty) days in advance of the date on which they will take effect and will be displayed in a clearly visible place that can be easily accessed by the public.
2. The price of these charges, the range of services provided and the general rules for their application will be established in a tariff table.
3. The tariff table referred to in the previous point and any revisions, together with the range of services provided, will be set freely by the concessionary, who will also inform ENATUR up to 30 (thirty) days in advance of the date on which they come into effect.

4. The concessionary may not make any additional charges which do not appear in the current tariff table or apply them in any way which is different to the way in which they are described in the table.

Article 27 – Payments – dry area

1. In the case of permanent berthing, the payment of charges for maintenance and repair and the supply of electricity, water, telephone, security and other services will be effected by means of invoices submitted within the periods of time and under the terms stated in the same.

2. In the case of temporary berthing, when completing a declaration of arrival a deposit must be made for berthing charges, services and estimated consumption, namely electricity, water, telephone and security. Payments will be made via invoices submitted within the periods of time and under the terms stated in the same.

3. When payment is made, the services provided will be deducted from or added to the deposit initially made.

4. In the cases stipulated in points 2 and 3 and whenever the value of the services provided exceeds the sum of the deposit, the concessionary may require a reinforcement of the deposit made under the terms of point 2, notwithstanding the provision contained in Article 25(2).

5. The reinforcement of the deposit referred to in the previous point must be made within the period of time and under the terms established by the concessionary.

Article 28 – Payments – commercial area

Payment of all charges due, namely for maintenance, repairs, cleaning, general publicity, security, advertising, entertainment, electricity, loading and unloading, rubbish collection, water, telephone and any other services provided will be made via invoices submitted within the periods of time and under the terms stated in the same.

VIII – LOSS OF RIGHTS

Article 29 – Cessation of rights

1. The following are considered due cause for holders of the exclusive right to use a berthing slip, the right to operate a commercial establishment in the Cascais Marina or the holders of any other rights granted under the terms of a contract signed with the concessionary, to lose their respective rights:

a) Termination of contract;

b) In the event of the death of the holder, the lack of any heirs or the renunciation by heirs, communicated in writing to the concessionary. The concessionary will allow for one year to elapse after the date of death in which the lack of heirs may be established or heirs may request rights to be transferred to them;

c) Failure to pay the charges established by the concessionary in the tariff table for a period of time exceeding 180 (one hundred and eighty) days;

d) Serious or repeated failure to abide by the rules established in these regulations or any orders and instructions necessary to the proper functioning of the Marina;

e) The use of the object of the contract for purposes other than those which have been agreed;

f) Unjustified refusal to carry out repairs to installations and equipment;

g) Repeated instances of indiscipline on the part of staff;

h) Unjustified interruption to the business activities of a commercial establishment;

i) Unauthorised assignment of any rights resulting from contracts signed with the concessionary.

2. For the purposes of the provisions contained in the previous point, failure to comply is considered serious or repeated when the offender, after having been called upon to comply, does not respect orders or instructions issued by the concessionary within a period 90 (ninety) days, commencing on the date on which this request is received.

IX – USE OF COMMERCIAL ESTABLISHMENTS

Article 30 – Changes in business

With a view to improving the and maintaining a wider range of businesses, the concessionary may, at any time, reformulate the business distribution plan, in addition to separating or merging commercial establishments thus creating a larger number of shops or eliminating others.

Article 31 – Business activities

1. Grantees will be responsible for obtaining the licences and authorisations legally required to set up, operate and develop their business activities. It is an essential condition of the opening of any commercial establishment that these are submitted to the concessionary, without which these procedures cannot be instigated.

2. Commercial establishments are destined to develop only the activities stipulated in the respective contracts for the assignment of user rights in a continuous and uninterrupted manner and it is forbidden, on pain of termination of the contract, to carry out any other activity in these premises, even if this is exercised in parallel to the agreed activity, unless express authorisation has been granted by the concessionary in writing.

3. No grantee may use or allow a commercial establishment or any part of a commercial establishment to be used, even on a non-lucrative basis, for any purpose other than that which has been agreed in the contract, including for worthy, religious, political, cultural, sporting or promotional purposes, unless previously authorised by the concessionary in writing or agreed in the terms of the respective contract.

4. Each commercial establishment may only be used for the following if prior authorisation is given in writing by the concessionary:

a) The sale of second-hand articles, substandard or recovered goods, end-of-line items or items from bankruptcy sales;

b) Auctions, prize draws, special offers or similar procedures.

5. It is expressly forbidden to use commercial establishments for:

a) Any business which, due to the methods used, may contribute towards lowering or in any way affecting trading standards in the view of the concessionary

b) Any form of business activity which employs less honest or false trading or advertising procedures and any practice that may constitute or resemble unfair competition.

6. Grantees may not carry out any acts or business activities, even on a sporadic basis, that may damage the commercial establishment or threaten the peace, security, assets and business activities of other grantees.

7. Grantees must keep a complaints book permanently available for consultation.

8. Grantees will be responsible for the failure of their employees, dependents, representatives and suppliers to comply with the provisions contained in these regulations.

Article 32 - Exclusivity

Grantees have no right to exclusivity in the exercise of the business activities stipulated in their respective contracts for the use of a commercial establishment and therefore cannot appeal against the existence in other commercial establishments of identical, complementary or similar activities.

Article 33 – Dangerous substances

Grantees may only store or display in commercial establishments the items, products and goods that they are destined to be sold there and are forbidden to store inflammable or explosive substances or products without the express authorisation of the concessionary or unless this authorization is agreed under the terms of the respective contract.

Article 34 - Noise

1. Within the concession area, grantees may not make any form of noise that disturbs users, normal operations and/or the environment, namely by installing any object which produces or reproduces sounds.
2. Whenever grantees infringe the provision contained in the previous point, the concessionary may notify them, requesting them to cease the activity which is causing this infraction.
3. If the offender does not comply with the provision contained in the previous point, the aforementioned equipment may be removed, or ordered to be removed, under the terms and within the periods of time established by the concessionary. In addition, use may be restricted or the entity responsible for the noise may be ordered to leave.
4. The costs incurred during the operation referred to in the previous points will be borne in their entirety by the offender.
5. Notwithstanding the provision contained in the previous points, the concessionary may promote, or authorise the promotion of events which involve noise.

Article 35 - Fines

Grantees are obliged to comply with all summons and demands of the public authorities and should immediately inform the concessionary of such occurrences, in addition to paying any fines they may incur through failure to comply with these decisions.

Article 36 - Energy

It is forbidden to use any form of energy other than that which is provided via the Marina infrastructures.

Article 37 – Sundry obligations

1. Grantees will be responsible for all damage and/or losses caused by them, their dependents, representatives and staff in the concession area and in particular in commercial establishments, and the cost of any repairs will be borne entirely by them, notwithstanding any damage or loss resulting from harmful acts resulting from the property of others.
2. Grantees are obliged to run commercial establishments efficiently and maintain the quality of the services provided.

Article 38 – General provisions

1. All shared areas, installations, equipment and machinery of any kind destined, in general terms for grantees and their staff, representatives, agents, clients, suppliers of services or the general public will always be subject to supervision, discipline and control by the Director of the Marina under the terms of these regulations.
2. The maintenance, supervision, conservation and repair of general and support areas, machinery,

equipment and other shared installations will be carried out by the concessionary, according to their own criteria, either directly or through individuals or companies controlled or appointed by it.

Article 39 – Grantee debts

The concessionary will not be held liable, under any circumstances, for any obligations, debts, commitments or commitments of any kind assumed by grantees, regardless of their nature and even of pertaining to building work, installations, services or improvements to commercial establishments or communal areas.

X – SERVICES, OPERATIONS, INSTALLATIONS AND FUNCTIONING OF THE MARINA

Article 40 - Services

1. Whenever it considers it necessary, convenient or appropriate for the good and regular functioning of the Marina, the concessionary may establish obligatory services whose costs will be borne by the holders of the exclusive right to berthing slips, the right to use a commercial establishment or any other rights granted under the terms of a contract signed with the concessionary, using terms and criteria which it establishes.
2. The provisions contained in Articles 26, 27 and 28 apply to the costs described in the previous point.

Article 41 – Services timetable

1. All services and installations described in these regulations operate according to timetables, displayed according to the rules established by the concessionary under Article 49.
2. Fire prevention, security and first aid services are guaranteed on the timetable it has established by the concessionary, who will also immediately request the intervention of the competent authorities whenever necessary or appropriate.

Article 42 – Commercial area timetable

1. The AC will operate continuously throughout the year, taking into account the fact that its objective is to be open to the public on a daily basis for the longest period of time possible, without compromising any applicable legal restrictions.
2. Within this principle, the period between 10 am and 11 pm is established as the minimum uninterrupted suggested timetable. Opening times should be duly established with the concessionary.
3. The concessionary will duly establish the days on which the commercial area may be closed.
4. Notwithstanding the regular timetable that is set, the concessionary may also establish a special timetable that is extended or altered for particular activities.
5. Grantees are obliged to keep shops permanently open, comply with the trading hours for their sector and business under terms established by the concessionary or other competent authorities and in accordance with current legislation.

Article 43 – Temporary closure of the commercial area

1. In the event of urgent necessity or *force majeure*, the concessionary may decide to temporarily close the AC or particular areas within it, warning the grantees affected by this procedure, who will agree to it and collaborate in adopting measures that are considered necessary to the interests of the AC.
2. The concessionary may totally or partially close the AC whenever repair work or alterations are necessary, and, except in cases of unforeseen emergency, it will give grantees three days' notice in advance of this fact.

Article 44 – Advertising and publicity in the commercial area

1. Grantees may not use, or authorise the use of any AC premises for publicity purposes without the prior written authorisation of the concessionary and on payment of a duly established charge.
2. Concessionaries will not make commercial proposals or distribute leaflets in the concession area without the written permission of the concessionary.

Article 45 – Loading and unloading of goods

1. The loading and unloading of goods of any kind may only take place at entrances, areas and routes indicated by the concessionary.
2. The loading and unloading of goods must also comply with the timetables and rules established by the concessionary under the terms of Article 49

Article 46 – Depositing, collection and removal of rubbish

1. All rubbish, waste and refuse must be delivered to the appropriate body or deposited on-site in the specific containers and within the timetables established by the concessionary.
2. The rules and regulations for the storage, movement and depositing of different types of rubbish may be negotiated between the concessionary and the municipal authorities.

XI - SUPERVISION

Article 47 – Supervision and sanctions

1. The concessionary, Maritime Authority and Maritime and Port Institute are responsible for supervising compliance with these regulations
2. The Maritime Authority with jurisdiction in the area is responsible for instigating legal proceedings with regard to offences defined in these regulations, in addition to applying any precautionary measures, fines or additional sanctions.
3. The concessionary will advise the appropriate public authority (maritime, police, customs, tax or grantor) of any failure on the part of users to comply with the rules for security, discipline and conduct established in these regulations or in current legislation.
4. Grantees will permit representatives of ENATUR and/or the concessionary to inspect their activities and will make available any data or information requested by these entities or their representatives for the purpose of checking compliance with these regulations.

XII - TERM

Article 48 - Term

1. These regulations and any subsequent alterations or updates will be effective throughout the concession period.
2. These regulations may be altered, modified and extended whenever the concessionary deems appropriate or necessary, after approval by the competent authorities, or on their recommendation.

XIII - PUBLICITY

Article 49 - Display

These regulations, together with a version in English, will be displayed to the public in a clearly visible place in the Marina Reception and in the premises of the Maritime Authority which has jurisdiction over the concession area.