



PARTICULAR REGULATION OF POLICE, MANAGEMENT, AND OPERATION OF PORT FÒRUM

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BACKGROUND

I. By agreement adopted in the session of February 6, 2001, the Executive Council of the Generalitat de Catalunya granted the municipal private company **Infraestructures del Llevant de Barcelona S.A.** the administrative concession for the construction and operation of the Marina of Sant Adrià de Besòs for a period of 30 years.

Subsequently, the aforementioned administrative concession was transferred to the City Council of Barcelona, in favour of which it is registered in the Property Registry of Santa Coloma de Gramenet.

II. The commercial company **MARINA PORT FÒRUM, S.L.** (hereinafter **the AWARDEE**) is the awardee of the contracts for the construction of the buildings and urbanisation, and for the assignment of the right of use for the operation of the Marina of Sant Adrià de Besòs for the entire concession period, by virtue of the public tender called on April 12, 2002, by Infraestructures del Llevant de Barcelona, S.A., through contracts dated October 30, 2002, made public through two deeds granted before Ms. Inmaculada Domper Crespo, dated February 19, 2003, duly registered in the Property Registry of Santa Coloma de Gramenet, which constitute the registered properties:

a) 18.022, on folio 13, volume 1.508, book 402, and b) 18.066, on folio 33, volume 1.535, book 411.

III. By agreement between the CONCESSIONAIRE and the AWARDEE, the entity **PORT FÒRUM SANT ADRIÀ, S.L.** (hereinafter the **OPERATOR**) was established on September 29, 2003. Its corporate purpose is the management of the Port of Sant Adrià de Besòs, although the ownership and availability of all assets will continue to belong to Marina Port Fòrum, S.L. or to third parties to whom the right of use has been assigned.

IV. Likewise, the company **PORT FÒRUM SANT ADRIÀ, S.L.** has established a sole proprietorship called **PORT FÒRUM ADMINISTRACIÓ, S.L.**, whose sole activity and corporate purpose is to provide administrative services for the Marina of Sant Adrià de Besòs. This involves managing and covering all general expenses of the Port and the specific expenses of each area, allocating these expenses among all holders of the rights of use of the different assets of the Port, and receiving the corresponding fees for this reason.

CHAPTER 1

OBJECT AND SCOPE OF APPLICATION

Article 1. OBJECT OF THE REGULATION

The purpose of this Regulation is to establish the general rules of use and operation within the scope of the administrative concession of the Marina of Sant Adrià de Besòs, also called **Port Fòrum**.

Consequently, it regulates the relationships between the AWARDEE, the OPERATOR, and the ADMINISTRATOR with the right-of-use holders and other users of the port premises.

All this without prejudice to all those rules that are also applicable, especially Law 10/2019 of December 23 on ports and transport in maritime and inland waters (hereinafter "Law 10/2019") and the development regulations that are approved, and in everything that is not repealed or contravenes Law 10/2019, Decree 206/2001 approving the Port Police Regulation, Decree 258/2003 of October 21 approving the Development Regulations of the Ports Law 5/1998, the conditions and prescriptions of the concession granted, and the rules contained in the deeds of division in Horizontal Property Regime of the buildings and moorings of the aforementioned port registered in the Property Registry of Santa Coloma de Gramenet.

Article 2. SCOPE OF APPLICATION

This Regulation is of mandatory application and compliance within the service area of the Port and other elements and spaces included in the administrative concession demarcated in the plan referred to in Article 3 of this regulation, and affects:

Article 2.1. People, vehicles, and machinery that are within the service area either permanently or circumstantially or that use the docks, walkways, roadways, quays, jetties, parking lots, storerooms, warehouses, sheds, commercial establishments, terraces, and any other installation or element that is part of it.

Article 2.2. People and vessels that use the internal waters, the outer port, and the external waters immediately adjacent to the outer port; the docks, access channels, various jetties, quays, moorings, and other services in water or on land.

Article 2.3. The holders and users by any title of right of use or undivided participations in a right of use, and all users of any of the elements that make up the service area of the Port.

Article 2.4. The companies Marina Port Fòrum S.L. (the AWARDEE), Port Fòrum Sant Adrià, S.L. (the OPERATOR), Port Fòrum Administració, S.L. (the ADMINISTRATOR), and the sailing and diving schools.

Article 2.5. The physical scope of the concession consists of 30 plots plus a water area as described in Plan I.

CHAPTER 2

AREA OF APPLICATION OF THE REGULATION

Article 3. AREA COVERED BY THE ADMINISTRATIVE CONCESSION AND APPLICATION OF THE REGULATION

The area within the scope of the administrative concession and the application of this Regulation is delineated on Plan I.

Article 4. ACCESS, ROADWAYS, WALKWAYS, AND OTHER PUBLIC PEDESTRIAN AREAS

These are described in Plan II.

Article 5. RESTRICTED ACCESS AREAS OPERATED BY THE OPERATOR AND ADMINISTRATOR

These are areas where the necessary service infrastructures for the proper functioning of the Port are located: the Harbour Master's building, the boatyard, the service station, the dry dock, and technical areas as described in Plan III.

Article 6. WASTE AND REFUSE DISPOSAL AREAS

It consists of the disposal outlets of the pneumatic collection network and other areas designated to store waste from boatyards, dry docks, vessels, and commercial establishments for subsequent collection. These areas are described in Plan IV.

Article 7. TRAFFIC AND PARKING AREAS

It consists of interior roadways and surface and covered parking spaces. They are described in Plan V.

Article 8. AREAS RESERVED FOR PRIVATE USE BY RIGHT-OF-USE HOLDERS AND MARITIME STATION

The use of these port elements requires the prior granting of a right of use or authorisation by the AWARDEE or the OPERATOR and entails the right to use them under the conditions provided in this Regulation and in the title granted by the AWARDEE or the OPERATOR.

It consists of moorings, jetties, dry docks, commercial establishments, terraces, storerooms, and sheds, and they are indicated in Plan VI.

Article 9. TARIFFED PUBLIC-USE MOORING AREAS (IN TRANSIT)

These are the moorings indicated in Plan VII.

Article 10. AREA DESIGNATED FOR THE SAILING SCHOOL, DIVING SCHOOL, ENTRANCE DOCK, AND PUBLIC-USE SLIPWAY

This area is described in Plan VIII.

The uses of the sailing school, diving school, and entrance dock will not be regulated by this regulation but by the terms freely stipulated by the schools themselves and the CONCESSIONAIRE, as they are expressly excluded from the area awarded to Marina Port Fòrum, S.L.

The slipway is for public use and is available to any user who wishes to use it by paying the corresponding fee set and published by the municipal entity BSM, S.A. which manages it.

The mentioned slipway will be used for embarking and disembarking small vessels that need its use, as well as for specific activities and services conducted in the area linked to this service.

Its use will be during the summer months from 10:00 AM to 2:00 PM and from 4:00 PM to 8:00 PM, and during the winter months at scheduled times.

BSM, S.A. will regularly perform the necessary preventive and corrective maintenance. In this regard, special care will be taken to clean the algae that form to avoid unnecessary slips, as well as cleaning the adjacent public space.

It will also provide the necessary buoying and signage. This signage will include the explicit prohibition of fishing and swimming in the area.

The schools and BSM, S.A. will contribute, with the percentage that corresponds to them, to the general expenses attributable to the Marina in the manner stipulated in Chapter 8 of this Regulation.

CHAPTER 3

USES

Article 11. GENERAL APPLICATION RULES REGARDING USES THROUGHOUT THE ADMINISTRATIVE CONCESSION AREA

The area allocated for operation is intended for the use of sports and pleasure boats, as well as for commercial and leisure activities.

Additional uses proposed by the AWARDEE and duly authorised by the CONCESSIONAIRE and the Port Administration, and which conform to the Special Plan of the Port Fòrum, may be accepted.

In cases of emergency or force majeure, vessels other than sports and pleasure boats may occasionally use the Port for the necessary duration of these circumstances. In such emergency or force majeure situations, the vessel, its crew, and users must comply with the rules of this Regulation and other applicable provisions, and obey the instructions of the Port Management. They are also obligated to pay the applicable fees.

Article 11.1. Permanent use limitations

a) The restricted access zones operated by the OPERATOR as defined in Article 5 and described in Plan III have permanent usage limitations.

b) The following are expressly prohibited throughout the Marina:

1. Access by persons engaging in street vending and profit-making exhibitions without express authorisation from the Port Management.

2. Distribution of advertising leaflets, conducting surveys, or distributing any informative documents without express authorisation from the Port Management.

3. Conducting commercial photography or video filming without express authorisation from the Port Management.

Activities related to advertising shoots, films, or photographic reports requiring infrastructure must also be authorised by the Port Administration of the Generalitat de Catalunya.

4. The use of skateboards and other similar items.

5. Bicycles are only permitted on designated roadways and are prohibited in pedestrian areas.

6. Smoking is prohibited during fuel supply or transfer operations at the gas station and in areas where fuel trucks are conducting supply operations.

7. Lighting fires or bonfires or using open flames in the air.

8. Collecting shells or shellfish and fishing inside the Port, the entrance, and in the external waters of the port included within the concession area.

9. Engaging in water skiing, swimming, or bathing in the basins, canals, and maritime accesses to the Port, unless expressly authorised by the Port Management under exceptional circumstances.

10. Undertaking construction or modifications in any port installation without written authorisation from the Port Management and, if applicable, from the Port Administration of the Generalitat de Catalunya.

11. Disposing of garbage, debris, liquid waste, papers, coins, cigarette butts, and materials of any kind, whether contaminating or not, on land or in the water. Waste must be deposited in designated containers for this purpose and in sealed bags.

Only oils and other liquid residues, oil filters, and similar objects may be disposed of in the solid waste disposal area.

Violation of this rule, which significantly affects the hygiene and cleanliness of the Port, authorises the OPERATOR to report it promptly to the competent authority. Repeat offenses empower the operating company to prohibit the offender's access to the Port.

12. Depositing nets and other fishing gear.

13. Using public address systems and music players by individuals when their use invades part of the port area.

14. Holding meetings, gatherings, or events that require special use of the port area without prior notification to the Port Management, which, if applicable, must authorise them in advance, specifying the area where they may take place and the conditions of their use.

15. Bringing or walking any type of animal through the port area that does not comply with safety and hygiene standards established by current legislation, as well as Municipal Ordinances, or that falls under the following cases:

a) Carrying parasitic diseases, bacteria, or similar elements that significantly and/or annoyingly affect the human species.

b) In the case of dogs or other animals of similar constitution, not being properly leashed or not wearing the appropriate muzzle.

c) Causing acoustic disturbances to other users in the area where the animal is located.

d) Posing a danger to the safety of port area users.

In any case, the Port Management may, with just cause, restrict access of certain animals to the entire port area or to one or more parts thereof if it deems it necessary to safeguard the rights of other Port users.

16. The circulation of fuel supply vehicles not contracted by the Port Management for servicing the port's user vessels.

17. Camping or picnicking.

Article 11.2. Temporary use limitations

The Port Management, for security or operational reasons, may establish temporary limitations regarding the use of certain elements of the Port.

Article 12. DISTRIBUTION PLAN OF PERMITTED USES

Plan XXI shows the areas to which the following permitted uses correspond:

Area 1.- Sailing centre and underwater activity centre, public-use slipway, offices, storerooms, workshops and boat storage.

Area 2.- Parking, loading and unloading area - technical and commercial services.

Area 3.- Parking, commercial area, restaurant, offices and technical plant.

Area 4.- Parking, loading and unloading area - technical services, commercial area Park, commercial area Ronda and commercial area Parc access.

Gas station.

Nautical premises under ramp.

Article 13. USE OF THE DOCKS, ENTRANCE

The dock of the Port is subdivided into two docks (inner and outer), descriptions of which are found on Plans IX, X, XI, XII, and XIII. The maximum speed in all areas is 3 knots.

Any user of a vessel is required to inform the Port Management before their arrival or departure about any defects that might affect navigability, safety, and maneuvering conditions.

Any vessel over 30 meters in length or over 10 meters in beam must notify the Port of its arrival at least 24 hours in advance, which must be confirmed 6 hours in advance.

All vessels wishing to leave the Port for an extended period must inform about their departure 1 hour in advance to settle all incurred expenses and issue any necessary documents. If the departure is at night, the notice must be given 1 hour before the closing of the Port Management offices.

Their uses are outlined below:

Article 13.1. Inner Dock

It is divided into two zones:

A) Inner Dock - Escalinata

This is shown on Plan X. The traffic of vessels with a draft of more than 2.5 meters is prohibited.

Sailing vessels with masts taller than 16 meters are also prohibited due to the height clearance limitation of the walkway that separates the inner and outer docks, as described in Plan XI.

No vessel may obstruct the traffic or remain stationary in the passage of this dock with the inner dock-walkway.

B) Inner Dock - Walkway

The characteristics, jetties, and distribution of moorings and services are indicated on Plan XI.

The traffic of vessels with a draft of more than 2.5 meters is prohibited.

Sailing vessels with main masts taller than 16 meters are also prohibited due to the height clearance limitation of the walkway that separates the inner and outer docks, as described in Plan XI.

No vessel may obstruct the traffic or remain stationary in the 28-meter wide passage channel between the inner and outer docks, which is indicated on Plans XI, XII, and XIII.

Article 13.2. Outer Dock and Entrance

The characteristics, jetties, walkways, distribution of moorings, the grey water collection point, the waiting dock, and the path for the tanker truck are indicated on Plan XIII.

Due to the size of some of the vessels in this dock and the entrance to the Port, according to current regulations, Port traffic is regulated as follows:

- When a motor vessel over 30 meters in length, a sailing boat over 25 meters in length, or any other vessel over 10 meters in beam is entering or leaving the Port, traffic for all other vessels will be stopped, and they must give way to the aforementioned vessels.
- The Port will have vessels equipped with visual and auditory signals to facilitate the manoeuvre.
- Nighttime traffic is not permitted for vessels over 40 meters in length or 10 meters in beam without the express authorisation of the Harbour Master.
- The Harbour Master reserves the right to close traffic based on weather conditions.
- The maximum entry speed through the entrance is set at 3 knots.
- The Harbour Master will establish the access channel to the Port for light sailing.

Article 14. USE OF MOORINGS

The Port has, in addition to the waiting dock moorings, 201 water moorings, the characteristics and distribution of which are shown on Plans XI and XIII.

Article 14.1. Common rules for all vessels moored in the Port:

Article 14.1.1. Maintenance and safety of vessels

Vessels may only moor at their assigned mooring, and when manoeuvring, they may use the appropriate bollards and always in a manner that avoids damage to the facilities or other vessels, always interposing the necessary fenders.

Any vessel moored in the Port, as well as its fenders and mooring elements, must be kept in good condition in terms of maintenance, appearance, buoyancy, and safety. To this end, the Port Management may establish the relevant minimum objective criteria, which will be made available to users at the Port Management office, and may carry out the necessary inspections, either by itself or through third parties contracted for this purpose.

Vessels may only moor at moorings corresponding to their length and beam dimensions and must adhere to the technical criteria and conditions set out in official recommendations on navigability and safety in port matters and the arrangement of the service area.

In any case, the Port Director will decide on the suitability of using each mooring based on the maintenance and safety of the vessels and facilities.

Vessels with metal hulls must monitor the potential of the ground connection of the electrical intake to properly protect against electrolysis corrosion.

If the Port Management observes that a vessel does not meet these conditions, it will notify the owner or responsible party and give them a period of 30 calendar days to repair the indicated deficiencies or remove the vessel from the Port, warning them that if this period expires without complying with these conditions, the Port Management may remove the vessel and place it ashore without prior notice.

If the period expires without compliance, or if the vessel is in danger of sinking or causing damage to other vessels or port facilities, the Port Management will take the necessary measures at the owner's expense to prevent potential damage.

In such cases, the Port Management is authorised to remove the vessel and place it ashore. In any case, the cost of removing it from the water, putting it back into the water, cleaning obstructions, or any other cost incurred as a result of the actions taken will be borne by the owner, and payment can be demanded in accordance with the applicable legislation.

If a vessel needs to be moved for Port needs, moorings need to be reinforced, or it is subject to any manoeuvre for general interest, the crew must comply with the instructions received from the Port Management. If there is no crew on board, the Port Management will locate the responsible party to perform the necessary operation. If they cannot be found in time for the proper operation of the Port or the safety of its facilities or other vessels, the Port Management will carry out the necessary operations itself without the owner, captain, or representative of the vessel having any right to make any claim. The expenses will also be at their charge.

Article 14.1.2. Changing the moorings of vessels

The Port Management reserves the right to manoeuvre to change the moorings of vessels if the crew is not present or if it is an emergency or safety situation. Simply changing the mooring for these justified reasons will not generate any right to compensation.

Article 14.1.3. Users holding a right to use a mooring, regardless of the type, are obliged to:

- a) Always obey the orders or indications of the Harbour Master's Office or the Harbour Master and its staff.
- b) Respect the facilities, whether for public or private use.
- c) Be responsible, as established by current legislation, for any damage caused; the cost of repairs needed for this reason and compensation for damages and losses to be paid will be the responsibility of the user holding the right to use the mooring.
- d) Keep the mooring equipment, ropes, fenders, etc. in proper condition and observe due diligence in the use of the mooring and other facilities, keeping them in good condition and perfect use.
- e) Equip the vessel with appropriate fenders, docking elements, and safety and hygiene elements as determined by the Port Management.
- f) Pay the rates, prices, dues and fees for conservation, maintenance, management, insurance, and other general expenses in the prescribed manner and the rates and fees for port services provided or used.
- g) Be responsible, according to current legislation, for the payment of the mentioned rates, prices, dues, and fees associated with the vessel.
- h) Have the civil liability, personal, and vessel insurance as established by the applicable legislation in each case, and provide the relevant and up-to-date documentation to the Port Management. The Port Management reserves the right to admit the vessel according to compliance with all the aforementioned points.

- i) Comply at all times with port and maritime safety regulations approved by the competent authority in each case; to this end, necessary actions must be taken within the specified time frames to adapt to the relevant regulations.
- j) Comply with the applicable regulations for the vessel's installations, as well as regarding inspections, periodic reviews, and maintenance. Also, maintain the correct functioning of the vessel's internal technical installations that may affect the proper functioning of the Port's services and supplies or cause incidents to other users. In any case, any anomaly must be reported to the Port Management and corrected immediately, and it will be at the discretion of the Port Management to suspend the supply and services that could be at risk.

Article 14.1.4. Suspension of services

Failure to comply with this Regulation or any applicable rule by the user holding a preferential right of use, as well as failure to pay fees, conservation, maintenance, and management charges, or service fees for services provided or used, or any other amount due in accordance with applicable regulations, or failure to comply with port or maritime safety regulations, shall result in a written requirement from the Port Management for the user to rectify their conduct or bring their payments up to date within the specified period. This notification will explicitly warn that failure to comply will result in the immediate temporary suspension of services, following the procedure established in Article 232 of Law 10/2019, and the following provisions shall apply:

a) In the event of suspension of the mooring service, the Port Management, after a written request to rectify the conduct within 30 calendar days and a formal notification of the suspension to the right-of-use holder or user, is authorised to remove the vessel from the mooring and place it on dry land in a location deemed most suitable or immobilise it in its own mooring or another place in the port, with prior authorisation from the Port Administration.

In this case, the costs incurred, including towing, lifting, transport, stay, and removal or immobilisation of the vessel, shall be borne by the right-of-use holder or user.

b) The Port Management is empowered to immobilise and retain the vessel until all outstanding debts and expenses incurred in relation to the previous sections are satisfied or the payment of the debt causing the suspension is sufficiently guaranteed.

c) The suspension of the service and, where appropriate, the termination of the right of use processed by the Port Management, as well as any other incident arising from the application of this article, must be communicated to the Port Administration in accordance with Article 232 of Law 10/2019. Additionally, it must be communicated to the Maritime Authority if it affects their competencies.

Article 14.1.5. Abandoned vessels and objects

In the case of abandoned vessels and objects, the procedures provided in Article 230 of Law 10/2019 and the regulations that develop it will be followed, as detailed in Article 15.18 of this Regulation.

Article 14.1.6. Presence of crews

Any vessel moored in the Port must have a responsible person who is easily locatable.

Therefore, if the vessel is left without a crew on board, the captain or owner must notify the Port Management of the person responsible for the vessel and their location, or authorise the Port Management to represent them in any inspection action carried out on their vessel by the competent authority.

Article 14.2. Prohibitions

1. Having explosive materials on board the vessels, except for flares and regulatory signalling rockets, fuel reserves, and essential gas cylinders for on-board supply.

2. Performing tasks or activities on board the vessel that are or may become annoying or dangerous for other users. In this case, tasks or activities must be suspended at the justified request of the Port Management or adjusted to the schedules indicated by them.

3. Keeping engines running while the vessel is moored at the dock or jetty, except for generators.

4. Allowing halyards to slack so they may strike the mast.

5. Using anchors or buoys in the docks, channels, or maritime accesses to the Port, except in cases of emergency.

6. Connecting to electrical and water outlets with means other than those established by the CONCESSIONAIRE. If connected in the absence of the crew and/or for battery charging purposes, the vessel must have a safety system that cuts off the supply in case of any deficiency to prevent the risk of fire or protect its equipment, and must have a safety system that cuts off the supply in the event of a power failure. The CONCESSIONAIRE is not liable for damages caused by accidental voltage surges during storms or any other circumstance.

For vessels with metal hulls the potential of the electrical grounding connection shall be checked to ensure adequate protection against corrosion due to electrolysis.

7. Using devices for residential, hotel, or other types of residential or tourist activities without express authorisation granted by the Port Authority. The port urban master plan may also establish other limitations, requirements, or prohibitions regarding the use of vessels moored at the Port, taking into account their unique characteristics.

The stay of crews on board the vessel, as a complement to the main activity of navigation, requires communication to the Port Management, which must object if the installation lacks necessary services or if the vessel cannot independently ensure compliance with safety, refuse disposal, and environmental regulations.

8. Using the vessel for tarified tourist activities without the express authorisation of the OPERATOR.

9. Carrying out commercial or catering activities on board vessels. Rental boats wishing to operate from the Port may not in any case centralise their commercial and administrative activity on board a vessel or through counters or service points located within the Port area without the appropriate authorisation.

10. Sailing light sailing boats outside the channels and areas designated by the Port Management.

11. Operating jet skis outside the channels and areas designated by the Port Management.

12. Sailing within the Port, except in cases of engine failure.

13. Anchoring in the dock, except in cases of force majeure or emergency.

14. Driving vehicles of any kind, including two-wheelers, on floating pontoons. However, the transfer of goods or provisions may be done using carts specially designated for this purpose.

15. Sailing in the Port waters at a speed exceeding 3 knots.

16. Emitting noises, sounds, or vibrations that are disturbing to other users, as well as playing any type of music device at a volume that is disturbing to other users. Under no circumstances should these emissions exceed 65 decibels between 7:00 AM and 10:00 PM. From 10:00 PM until 7:00 AM the following morning, it is prohibited to emit any type of noise, sound, or vibrations.

17. Installing antennas of any kind on jetties and/or fingers.

Article 14.3. Transfer of rights of use of moorings

The transfer of a right of use of any type of mooring can only be granted by the AWARDEE, Marina Port Fòrum, S.L., to any natural or legal person (assignees) and subsequently by the assignees of this right to third parties, provided that the conditions established below are met, and in accordance with Articles 104 and 105 of Law 10/2019. Ownership of a right of use and enjoyment of any port element does not imply, under any circumstances, the transfer of the concession ownership or the management and direction powers, which are exclusively held by the concessionaire.

The transfer of tariffed public-use moorings is exempt from all of the above and will be regulated separately.

Article 14.4. Types of transfers of rights of use

Both the transfer by the AWARDEE and by an assignee of a preferential right of use to a third party can be permanent, temporary, occasional, or specific.

It is permanent when the transfer is definitive, transferring full ownership of the mooring to the assignee, and this title can be registered in the Property Register, even if the transfer is not for the entire period of the concession.

It is temporary when the transfer is not definitive, does not transfer ownership of the mooring, and only grants a right of use, whether free or paid (rental), and the term of the transfer is more than one week. In this case, the holder of the preferential right of use must notify the AWARDEE in writing of the user's identity.

It is occasional or specific when the transfer meets the same requirements as a temporary transfer, but the term is less than one week. In this case, the holder of the preferential right of use is responsible for any incidents that may arise.

Article 14.4.1. Requirements of the contract between the AWARDEE and the acquirer of a permanent preferential right of use (assignee) on a mooring:

The transfer-of-use contracts that are granted shall comply with the requirements set forth in Articles 104 and 105 of Law 10/2019 and regulations that develop it, and shall specify the element over which the right of use is granted, the duration period granted, the transcription of the obligations and rights of the acquirers of the right of use, and expressly state that the acquirer submits to the provisions of this Regulation.

Regarding the registration of both, the cost of granting the public deed and the taxes and expenses arising up to the definitive registration are, if applicable, borne by the ASSIGNEE, with full indemnity for the AWARDEE.

Article 14.4.2. Resolution of contracts for the transfer of permanent preferential rights of use:

Causes for the resolution of the contract for the transfer of rights of use, in addition to the general causes established by current port regulations, those arising from the administrative concession, and those stipulated in the transfer agreement between the AWARDEE and the ASSIGNEE, include the following:

- a) The termination of the administrative concession of the Marina for any reason.
- b) The termination for any reason of the contract for the transfer of the right of use between the AWARDEE and the CONCESSIONAIRE of the Marina, the CITY COUNCIL OF BARCELONA.

- c) Failure to pay the rates, fees, and maintenance charges, under the conditions stipulated in the transfer contract between the AWARDEE and the ASSIGNEE.
- d) Failure to comply with the obligations stipulated in the transfer contract.
- e) Serious non-compliance with any of the conditions for the use of the mooring and this Regulation for the operation of the Marina.

Article 14.4.3. Transfers between individuals

Holders of a transfer of permanent preferential rights of use of a mooring who have fully satisfied the agreed price with the AWARDEE may transfer their permanent, temporary, occasional, or specific preferential rights of use to third parties, under the conditions provided in this Regulation and in their constitutive title, with the express subrogation of the assignee in all rights and obligations arising from the original transfer contract, provided they meet the following conditions:

1a- Being up to date with payments of rates, fees, and maintenance charges of the mooring.

2a- Any transfer between individuals must be notified in advance and in a legally binding manner to the AWARDEE, with a minimum notice period of 30 calendar days, so that the AWARDEE can validate the transfer conditions and, if applicable, exercise the right of first refusal, as referred to in point 6 of this article, in accordance with Article 104 of Law 10/2019. The aforementioned notification shall indicate the name of the user, the term of the transfer, and the agreed price for the transfer, freely determined by the parties.

3a- Once these procedures are verified, the corresponding public deed of transfer must be executed, stating that the new assignee knows and expressly accepts the conditions established in the transfer deed granted by the AWARDEE regarding the object, maximum duration of the transfer, conditions of use, maintenance charges, transfer to third parties (both individuals and companies), causes for resolution, as well as the rules established in this Regulation for the operation of the Port, and expressly subrogating in all rights and obligations arising from the original transfer contract.

4a- A simple copy of the transfer deed must be delivered to the AWARDEE. The AWARDEE will maintain a register book of mooring users, as well as of the transfers affecting them.

The OPERATOR will inform the new user of the rules governing the management, operation, and policing of the Port and its services.

Failure to meet any of these requirements will result in the OPERATOR and the AWARDEE not recognising any rights to the new user, thus the OPERATOR will suspend the provision of services.

Article 14.4.4. Transfers of rights of use, both in the case of transfer between the AWARDEE and the individual, as well as between individuals, shall be governed, as regards the relations between the parties, by private law, and must be granted in accordance with the provisions of Law 10/2019, the prescriptions of this Regulation, and the conditions established in the title documenting the transfer of the right of use. In any case, they must also respect the conditions and prescriptions of the concession title and those contained in the Port Police Regulation of the Generalitat de Catalunya in force.

Article 14.4.5. In transfers of a temporary, occasional, or specific nature, whatever their legal nature, the holder of the right of use is directly responsible to the OPERATOR for payment of the charges that burden this right of use.

In the event that the holder has temporarily transferred their right of use to a third party and, at their indication, invoices for charges are billed to the user, if there is a default in payment, the holder shall be obliged to immediately assume payment of the amounts due.

Article 14.4.6. In live transmissions, the AWARDEE may exercise the right of first refusal within one month from notification by the assignor of the intended transmission, in accordance with Article 104.6 of Law 10/2019. In the event of forced execution, they may exercise the right of first refusal or retraction.

The AWARDEE cannot exercise the right of first refusal in transmissions to the spouse, common-law partner, descendants, or, where applicable, in favour of companies in which the transferor holds the majority control of the company's share capital, as provided for in Article 42 of the Commercial Code.

Article 14.4.7. Rights of holders of permanent, temporary, occasional, and specific rights of use on moorings

Holders of rights of use on moorings, whether permanent, temporary, **occasional, or specific**, have the following rights:

- a) To reserve the right to dock an appropriate vessel at the mooring according to its characteristics. The holder of the right must notify the Port Management in advance of the stay at the mooring of different vessels that may occupy it, without this giving rise to the application of new fees, charges, or other amounts.
- b) Embark and disembark personnel, as well as materials, tools, and objects necessary for navigation.
- c) Connect to the general networks for water and electricity supply.

If necessary, the OPERATOR will provide electrical connection adapters in deposit.

The Port Management will publish the economic conditions and use of these supplies according to the characteristics of the mooring and the type of right of use.

- d) Use other port facilities by paying the relevant fees and rates established in this Regulation.

Holders of a permanent right of use also have the right to transfer or lease the right of use to third parties according to the rules contained in this Regulation.

Article 14.5. Tariffed public-use moorings (transit)

The use of transit moorings is a transfer for a maximum period of one week, which will be contracted with the OPERATOR.

Plan VII of Article 9 indicates the moorings intended for transit, their location, and characteristics.

The General Directorate of Ports and Transport of the Generalitat de Catalunya will annually establish the maximum amount payable per day of stay.

The regulation of Tariffed Public Usage must comply with the regulations approved at all times by the Port Administration of the Generalitat de Catalunya, both regarding the vessels that can use these moorings and the periods of use and tariff regime. These conditions will be posted on the notice board of the Harbour Master's Office.

Article 14.5.1. Registry book

The Port Management will keep a computerised list reflecting the occupancy status of each mooring.

Article 14.5.2. Service request

Access to, mooring in, and departure from the Port of transit user boats must be requested from the Harbour Master by any means established by the Port (fax, internet, telephone, VHF, or in person at the waiting dock), indicating the desired services. The service request, once in the Port, must be made as follows:

a) The skipper will temporarily moor at the waiting dock or as directed, or if known and authorised, will occupy the reserved mooring.

b) They will immediately present themselves to the Port office and identify themselves by registering the characteristics of their vessel, the duration of the stopover, and any required data.

They will provide valid documentation for the vessel and adequate proof of liability insurance coverage for damage caused to port facilities and infrastructures and other vessels. They will request the provision of services. They will be informed of the regulatory rules, existing fees, the duration of acceptable stopovers, and will sign the corresponding service request form, which will have the character of a service contract binding both parties.

The mooring user may connect to the general networks for water and electricity supply, and the Port Management will inform them in advance of the economic conditions and use of these supplies according to the characteristics of the mooring. These conditions will be made public by the Port Management.

c) The Port Management and authorised personnel may require the deposit of a security equivalent to the cost of the requested services, which must be deposited before occupying the assigned mooring or using the desired service.

d) Similarly, the Port Management and authorised personnel, before mooring authorisation or at any time during the stay at the Port, may inspect the condition of the vessel, especially regarding environmental prevention measures provided for in this Regulation. Consequently, if they do not comply with the regulations, they may deny or suspend service provision, requiring the immediate departure of the vessel from the Port.

e) Upon nighttime arrivals, the duty mariner may require the vessel's skipper to provide the vessel's log or other guarantee, which will be returned the next day at the Port office.

f) Before departure, the skipper must notify the Port office of the departure time one hour in advance and settle the amount for the services received.

In the case of nighttime departure, notice must be given one hour before the Harbour Master's Office closure. Office hours will be established by the Port Management and will be posted at the Manager's office.

Article 14.5.3. In cases where the applicant is not authorised to remain at the Port or does not comply with the conditions set out in the authorisation provided to them, they must leave the Port waters.

Article 14.5.4. Any vessel that has remained at the Port, even if its entry has not been authorised, may not leave without having fully paid the fees for the services used during its stay.

Article 14.5.5. Refusal to fully pay the specified fees will empower the OPERATOR to retain the vessel and suspend services using the actions provided in this Regulation. For this purpose, the Port Management may request the assistance of security forces and bodies.

Article 14.5.6. Refusal to provide service

The Port Management and/or authorised personnel may deny entry and service provision in the following cases, in accordance with Article 232 of Law 10/2019:

a) When the person or entity requesting the service refuses to sign the mentioned request.

b) If the vessel does not meet the regulatory safety conditions, at the discretion of the Port Management.

c) When the person or entity requesting the service does not prove they have valid civil liability insurance to cover damages that may be caused to other vessels or port facilities, or the coverage that the OPERATOR has established for vessels of the corresponding category.

Article 14.6. Vessel and pleasure boat rental activity

1.- To conduct the economic activity of renting recreational vessels (with lengths greater than 2.5 m), it is necessary to formalise the corresponding activity request with the Port Management using the standardised document available to users at the Harbour Master's Office.

The request must be formalised by the activity holder, who will be responsible in all respects before the CONCESSIONAIRE. If the said holder is not the mooring holder, it will be necessary for the mooring holder to also sign the request and be jointly liable for all the economic obligations of the activity holder.

Authorisations will be granted for a period of one year, automatically renewable for equal periods, unless the CONCESSIONAIRE notifies its termination within one month of its expiration, or the interested party notifies in a verifiable manner that they will not continue the activity.

2.- The Port Management reserves the right to decide the location of the vessels intended for this activity.

3.- It will be an indispensable requirement for the development of the activity:

3.1. Regarding the activity:

- To prove the registration of these vessels in the sixth list of the Registry of Ships and Shipping Companies or any other Spanish or foreign special register authorised for the rental of recreational vessels.
- The vessels may carry on board passengers and the crew with the necessary licenses as allowed by current legislation.
- If the activity holder is a natural person, they must provide a valid ID card (DNI) for Spaniards, and an identity document from their country of origin or a passport if this person is a foreigner. In any case, a tax identification number.
- If it is a legal person, the incorporation document registered in the corresponding Registry, which must indicate the activity of renting vessels as the entity's purpose.
- Tax identification card and proof of registration for the business activity tax under the appropriate heading for vessel rental activities in effect and in the name of the activity holder.

3.2. Regarding the vessels:

- For Spanish-flagged vessels, the settlement sheet or Spanish registry certificate, navigation permit in the sixth list of the Registry of Ships and Shipping Companies, and for foreign-flagged vessels, a registration certificate from the official registry of the flag country.
- Proof of vessel ownership through a valid title.
- Vessel insurance as established by RD 607/1999 of April 16, which approves the regulation of compulsory civil liability insurance for recreational or sporting vessels with a minimum coverage of 600,000 euros, including refloating, environmental, and safety expenses.
- Dispatch issued by the Maritime Authority authorising the activity.
- Certificate of seaworthiness.

3.3. Regarding the use of vessels and facilities:

The company authorised to conduct the activity of renting vessels and pleasure boats must have its own staff for managing its clients. The staff of Port Premià will not interact with the clients at any time.

The mooring holder and the rental activity holder must expressly accept the conditions under which the authorisation is granted and, in particular, must commit to:

- Complying with everything provided in this Regulation and the current legal provisions on nautical rental and other applicable regulations.
- Ensuring the use of the vessel with the necessary qualifications according to applicable regulations and presenting the required documentation to the Port Management if requested.

3.4. The CONCESSIONAIRE is authorised to revoke the issued authorisation when any of the causes established in this Regulation occur. It may also temporarily suspend the activity and prevent access to third parties if compliance with this Regulation is not proven, if this regulation is violated, or if the corresponding economic obligations are not met. In this case, the Concessionaire may also resort to the procedure for suspending services to the vessel provided for in port regulations and, if applicable, revoke the right of use, without prejudice to any other measures or actions provided for in private law legislation that may apply. Revoking the authorisation will empower the CONCESSIONAIRE to issue the corresponding communication to the Maritime Authority of Barcelona for appropriate purposes.

Article 15. DRY DOCK AND BOATYARD

Article 15.1. Location and components

It is located within the restricted access area and operated by the OPERATOR, as shown on Plan XIV, and consists of:

- Warehouse
- Storerooms
- Nautical premises for sale, repair, and maintenance
- Boatyard - repair and maintenance
- Boatyard - washing and entertainment
- Boatyard - exhibition and sale
- Pits - lifting and launching docks
- Forklifts
- Waiting docks
- Reception and delivery dock
- Changing rooms, reception, and offices
- Cafeteria, warehouses, and workers' changing room

Article 15.2. Definition of the service

This service comprises the necessary nautical facilities for storing small-length vessels on land, offering the typical services of a dock or maritime facility, specifically regarding the mechanical lifting and launching of vessels and the maintenance and conservation operations affecting them.

The OPERATOR will rent storage and launch services for motor boats not exceeding 9 meters in length for renewable annual periods at the beginning of each year. The storage length will be considered the sum of the total vessel length and any appendages (outboard motor, etc.).

The allocation of the space will be the responsibility of the dry dock's Harbour Master's Office, which may change it based on availability and better space utilisation.

Contracting the service entitles the user to as many launches and subsequent recoveries of their vessel as requested within the contracted annuity or the initial corresponding fraction.

Not included in the contracted annuity and thus charged additionally are:

- Movements of the vessel to the boatyard for exhibition, repair, and maintenance.
- Movements of the vessel to the washing area.
- Movements from the trailer and to the trailer.

The first movement into the warehouse will not be charged, even if done from the trailer.

Article 15.3. Acceptance of the vessel

No vessel will be admitted to the dry dock, nor will any service be started for any vessel that has not paid the fee or service cost in advance. Once the payment has been verified, a date and time for the vessel's entry into the warehouse or requested service area will be communicated.

Article 15.4. Payment method for dry docking service

In all cases, payment will only be made through bank direct debit for the charges presented for collection by the OPERATOR to the bank designated by the client.

Article 15.5. Renewal of dry docking service

The service will be automatically renewed unless cancelled by either party at least one month before the contract's expiration date, i.e., no later than November 30 each year.

The fees for each new year will be published at the dry dock's offices and the Port Management before September 30th of the preceding year and will be notified to each service user.

No service will be provided to vessels that have not paid the renewal fee.

Article 15.6. Delivery of vessels to clients

The holder of the dry docking service or an authorised person must request the vessel's launch service, specifying the preferred date and time by phone, fax, email, or in person at the dry dock's offices.

Authorised personnel will confirm the request receipt and offer the service within the requested period or as close to it as possible. The delivery will be made in the designated areas indicated on Plan XIV.

No client will directly retrieve a vessel without first contacting authorised personnel who, after verifying the appropriate accreditation, will accompany or direct them to the area outside the warehouse, at the waiting dock, or the boatyard from where it can be retrieved.

The Port Management reserves the right to penalise the cancellation of a service reservation based on the disruption caused to the normal operation of the dry dock.

Article 15.7. Reception of vessels from clients

Vessels must be securely moored in the designated dry dock areas indicated on Plan XIV and ready to be stowed.

Similarly, the client must perform the following operations:

- Disconnect the battery.
- Close the fuel tank.
- Remove valuable objects.
- Dismantle antennas that exceed the stowage height.

Article 15.8. Service responsibilities

The dry dock will receive the vessel and house it in its facilities in the order it deems necessary. The space occupied by the vessel is at the discretion of the dry dock's Harbour Master's Office, which may alter it unilaterally.

Once the vessel is lifted, a quick wash of the hull and outboard with pressurised water will be performed. This service is included in the annual fee.

Desalting of cooling circuits will not be performed unless requested by the client as an additional service.

The dry dock's Harbour Master's Office may inspect any vessel to ensure compliance with Article 15.7, and if not, proceed to comply. The OPERATOR reserves the right to penalise the omission of any of these obligations by the client.

Each vessel is responsible for any damage it causes to the dry dock or other vessels, as stated in the following article.

Article 15.9. Maintenance and safety of vessels

When contracting the service, technical specifications of the vessel and insurance, which must be valid for the entire duration of the contract, must be provided to the dry dock's Harbour Master's Office. This documentation must also be updated with each renewal.

Vessels must, in all cases, be operational and in good condition regarding buoyancy, safety, and navigability. The OPERATOR may establish relevant minimum objective criteria, which will be made available to users at the dry dock's information offices and may conduct appropriate inspections itself or through third parties contracted for this purpose.

If the Port Management observes that a vessel does not meet these conditions, it will immediately notify the owner or responsible person and give them a reasonable time to repair the noted deficiencies or remove the vessel from the Port. The costs derived from these actions will be borne by the vessel's owner or responsible person.

The client will be responsible for any damages caused by the defective maintenance of their vessel to both clients and the dry dock.

If the given time expires without the client correcting the situation, or if the vessel is in imminent danger of causing damage to other vessels or port facilities, the Port Management will take necessary measures at the owner's expense to prevent potential damages.

The Port Management is authorised to remove the vessel from the warehouse and place it ashore without prior notice. In any case, the cost derived from this (putting it back in the water, cleaning obstructions, and any other expenses that may have occurred as a result of the actions taken) will be charged to the owner, who may be required to pay in accordance with applicable legislation.

No element or system of the vessel may be directly connected to the battery when the vessel is about to be lifted, especially bilge pumps.

Article 15.10. Refuelling vessels

Refuelling must be done when the vessel exits the dry dock and never when the user delivers the vessel for storage.

This ensures that the fuel tank is not completely full, avoiding the danger of gas expansion if temperatures are high.

Article 15.11. Service users

In addition to the person contracting the dry docking service, the people they designate through the corresponding completed authorisation will be able to use the various services of the dry dock.

The OPERATOR will issue as many cards as the client designates. The cards will have the name, photo, and registration number of the vessel, identifications that will be essential for the delivery of the vessel. Any delivery to unauthorised persons must be expressly and verifiably authorised by the dry docking service contractor.

Article 15.12. Boatyard, washing, exhibition services, and the corresponding use of forklifts

These services will be billed at the end of each month.

The services offered may be as follows:

- Placing the vessel in the boatyard for repair or maintenance.

To carry out this service, the client must request it at the dry dock offices in writing by filling out the corresponding form, either in person, by email, or fax, indicating the client's name, vessel registration number, desired operation, and authorised professionals to perform it, whether they are established at the Port or external, as well as the estimated time of stay in the esplanade.

The client will receive from the OPERATOR a proposed start date and time for the service and a cost estimate for placing the vessel in the boatyard and returning it to the warehouse, as well as the yard stay cost during the time estimated by the client according to published fees.

The service will be performed once the client has confirmed it in writing and paid the estimated amount.

If the work is to be done by professionals not established at the Port, they must prove they are up-to-date with all necessary activity licenses and have sufficient liability insurance coverage in force.

These professionals must comply with specific boatyard usage rules displayed visibly in the area and at the offices of the dry dock and the Harbour Master.

Vessels that have undergone repairs which the Port Management considers could potentially damage other vessels, will remain under "observation" for 24 hours after the client/workshop notifies that the vessel is ready. The stay will be billed to the client.

Repairs considered potentially damaging include any tank repairs, anti-fouling paint use, lubricant changes, etc. Covering the vessel in the repair yard is the responsibility of the client or designated person.

Article 15.13. Exhibition service

The client may request from the dry dock's Harbour Master's Office the transfer of their vessel to the exhibition area indicated on Plan XIV for sale for a specified period.

This must be done in writing by filling out the corresponding form, either going in person to the dry dock offices, by email, or fax, indicating the client's name, vessel registration number, and desired stay time.

The client will receive from the OPERATOR a proposed start date and time for the service and a cost estimate for placing the vessel in the exhibition area and the stay cost for the requested time according to published fees.

The service will be performed once the client has confirmed it and paid the estimated amount.

Article 15.14. Washing service

In addition to the superficial cleaning of the vessel's hull prior to its entry into the warehouse, the client may request to place their vessel in the designated washing and maintenance area indicated on Plan XIV to carry out these activities themselves or by an authorised person.

This service must be requested well in advance; the procedure is similar to the previous two cases but can also be requested upon arrival at the dock after finishing navigation. In this latter case, the service must be requested from the on-duty dry dock personnel, who will only accept the request if there are free spots and always with the prior completion of the corresponding form and prepayment for the requested stay time in the assigned space according to published fees.

Article 15.15. Service users described in this article are obligated to dispose of industrial waste, oils, and other pollutants exclusively in containers specially designated by the Port and following the provisions specified in this Regulation.

Individuals or legal entities responsible for the spills/spillage/waste will be responsible for the clean-up and repair, as well as for any possible sanctions that may arise in accordance with the infractions established by Law 10/2019.

The Port Management is authorised to order the necessary clean-up and repair work and charge the responsible party.

Article 15.16. Dry dock users are obligated to:

- a. Obey the orders or instructions of the Harbour Master's Office or the Harbour Master and its staff at all times.
- b. Respect the facilities, whether for public or private use.
- c. Equip the vessel with adequate fenders, docking elements, and other safety and hygiene elements as determined by the Port Management.
- d. Obtain the civil liability, personal, and vessel insurance required by current legislation.
- e. Comply with port and maritime safety regulations approved by the competent authority, making necessary adjustments within the specified deadlines to adhere to pertinent regulations.

Article 15.17. Suspension of services

The Port Management may suspend the provision of a service, after a written request for the user to rectify within 30 days, warning that otherwise the service will be immediately suspended, in any of the following cases, as determined by Article 232 of Law 10/2019:

- a) If the service fee is not paid according to the fees, on time, or the dues, rates, prices, and general expense levies.
- b) For non-payment of amounts resulting from damage and injury settlements.

- c) In cases where the user uses the moorings, shops, storerooms, parking lots, or any other facility differently from the established regulations or concession titles, after a warning from the Port Management.
- d) When the user does not allow entry to the vessel, premises, storeroom, or any other port facility during business hours or regular external relations hours to authorised personnel from the Port Management trying to inspect the installations.
- e) For user negligence regarding the maintenance of the vessel, premises, or facilities in general.
- f) For non-compliance with any obligations specifically indicated in Article 21 of Decree 206/2001 of July 4, approving the Catalan Port Police Regulation.

In these cases, the Management will proceed according to Article 232 of Law 10/2019 and the developing regulations.

Service suspension allows the Port Management to adopt the measures provided in Article 232 of Law 10/2019, with prior authorisation from the Port Administration, and to initiate the resolution of the right of use.

Article 15.18. Abandoned vessels, vehicles, and objects

In the case of abandoned vessels and objects, the procedures provided in Article 230 of Law 10/2019 and the developing regulations will be followed. Considered abandoned are:

- a) Ships and vessels remaining in the same place in the port service area for more than six consecutive months without external activity, if the corresponding fees and rates for these periods have not been paid.
- b) Ships, vessels, and vehicles lacking registration or sufficient data to identify the owner or consignee, located in the port service area without authorisation.

Vehicles, machinery, and objects generally remaining in the same place within the port service area for more than a month and showing defects that rationally indicate abandonment are treated as waste.

Article 15.19. Prohibitions

1. It is expressly prohibited to transfer the service or change the vessel listed in the contract or make any other alteration to the defined service without the authorisation of the dry dock's Harbour Master's Office.
2. It is prohibited to have explosives on board the vessels, except for rockets, regulatory signal flares, fuel reserves, and cylinders necessary for on-board supply.
3. Performing works or activities on board the vessel that result in or could result in disturbances or dangers to other users is not allowed. In such cases, the works or activities must be suspended upon justified request from the Port Management or adapted to the schedules it indicates.
4. Running engines while the boat is moored at the waiting dock or landing jetty is prohibited.
5. Using anchors or buoys in docks, channels, or maritime access routes to the Port, except in emergencies, is not allowed.
6. Vessels may not travel at more than three knots within the dock and the Port entrance.
7. Jet skis are prohibited from circulating outside the channels and zones designated by the Port Management.

8. Accessing the interior of the building by anyone other than the staff of the OPERATOR is prohibited.

Article 15.20. Storerooms

In the area marked on Plan XIV, the dry dock offers the annual rental service of storerooms, renewable each calendar year.

Article 15.20.1. A prerequisite for the rental to be effective is the advance payment of the entire annuity or the corresponding initial fraction.

Article 15.20.2. Payment method In all cases, payment will be made solely by direct debit of the charges presented for collection by the OPERATOR to the bank entity designated by the client.

Article 15.20.3. Rental renewal The rental will be automatically renewed unless either party gives notice at least one month prior to the contract expiration date.

Article 15.20.4. The fees for each new annuity will be published at the dry dock offices and the Port Management before September 30th of the preceding year and will be notified to each service user.

Article 15.20.5. The non-renewal of the dry dock service also implies the termination of the storeroom rental.

Article 15.20.6. It is strictly prohibited to store flammable or toxic materials in the storerooms.

Article 15.21. Nautical sales, repair, and maintenance premises

In the area marked on Plan XIV, below the purifier ramp, there are four nautical premises.

These premises are rented by the AWARDEE to professionals specialised in the repair, cleaning, conservation, maintenance, and sale of vessels, nautical spare parts, and primarily for vessels of similar characteristics to those dry docked and in the inner dock of the Port.

They cover, therefore, carpentry, mechanics, electricity, electronics, and descaling of internal cooling circuits services.

Welding, cutting and repair of fiberglass, sanding, and similar works are not allowed.

Their services can be contracted by users of the dry dock and Port in general, as well as by external vessels.

None of the services have exclusivity for the Port's vessels, so other duly accredited professionals who meet the requirements established by the Harbour Master's Office of the OPERATOR can operate in the boatyard facilities of the dry dock.

Article 15.22. Changing rooms, cafeteria, and offices

In the area marked on Plan XIV, there is a changing room and cafeteria service exclusively for the dry docking service contractors and the personnel they authorise.

At the offices, as well as at the Harbour Master's Office, all kinds of management, contracting, consultations, and information related to the various dry dock services can be carried out.

Article 15.23. Access and circulation

Plan XV indicates the accesses to the dry dock area for both pedestrians and vehicles.

Article 15.23.1. The mooring user and dry dock user can access and park in the same areas as the other moorers at no cost, as well as in the restricted area marked on Plan V. The OPERATOR will regulate its use as well as the accreditation means.

Article 15.23.2. The storage, lifting, launching, and movement operations of the vessels in the boatyard are reserved for specialised and authorised personnel of the OPERATOR.

Article 15.23.3. Access to the interior of the building by anyone other than the staff of the OPERATOR is strictly prohibited.

Article 16. TECHNICAL AREA AND BOATYARD

The technical area and the boatyard are located in the area covered by Plan XVI.

It consists of:

- Workshops
- Esplanade
- Pit
- *Travelift*
- Technical area waiting dock
- Cantina, reception, and offices
- Harbour Master's Office

Article 16.1. Lifting, launching, and covering service for vessels

Vessels can only be launched using the Port's auxiliary means.

If an owner or captain wishes to use others, either their own or third-party, they must obtain express authorisation from the Port Management.

A lifting, launching, and covering service for vessels up to 150 tons is offered via *travelift* for repair, maintenance, and/or conservation operations for vessels based in the Port or external ones.

This service is managed by the OPERATOR, which sets the fees, schedules, and conditions.

Article 16.1.1. Service request

The service will be requested by submitting the designated form to the Harbour Master's Office or the technical area reception, or by email or fax with the following details:

- Vessel owner
- Vessel name and registration
- Vessel technical specifications: length overall, beam, draft
- Workshop/company/professional performing the repair
- Contact person of the company performing the repair
- Description of the repair and needs
- Approximate stay in the esplanade
- Billing information for the expenses
- Guarantee or advance payment

The Port Management will respond to the applicant and the workshop, company, or professional performing the work, offering an approximate date for the service via email or fax, and will finalise the date with both parties.

Weekly, a review of the approximate service date will be sent to vessels on the waiting list via email or fax.

The organisation of the esplanade will be dictated by the OPERATOR, which will designate the location of the moored vessels on the esplanade. The mooring of the vessels will be carried out at the convenience of the OPERATOR, and it may not be in strict order of waiting.

If the vessel covering service is not available, the client or the designated workshop will perform it at their own expense.

As soon as the activity is expected to be completed or is completed, the client or workshop will inform the Port Management when they wish to moor the vessel. This communication must be made by the same person who requested the service. The OPERATOR will respond in writing with the actual possible date and time for the service.

The client will confirm the acceptance of the date and time by fax or email and will provide the name of the person to whom the vessel should be delivered.

If the client or workshop does not make the vessel available to the OPERATOR at the scheduled time for mooring or lifting, the OPERATOR may declare the operation aborted and will not guarantee its execution until a new date. The costs incurred by the cancellation will be borne by the client (stays in the esplanade, service contracts, penalties, if any, etc.).

If the full payment for the services has not been made, the Port Management will retain the vessel, and the additional costs incurred by the retention will be borne by the client (stays in the esplanade, service contracts, etc.).

The esplanade rental fees will be based on the vessel's square meters (total length x beam).

The lifting and mooring fees will be available to the public at the technical area reception and the Harbour Master's Office and can also be consulted at www.portforum.com.

Article 16.2. Workshops

As shown on Plan XVI, the technical area includes an esplanade and workshop premises that the OPERATOR rents to first-class specialised companies.

Covered operations include painting, carpentry, electricity, electronics, hull cleaning, and antifouling, tool repairs, engines, boiler making, air conditioning, deck repairs, etc.

Excluded from these operations are those that may generate suspended particles that deteriorate the environment or may damage the conservation and good condition of the Port's vessels, as well as those that generate noise above tolerance thresholds.

Consequently, outdoor welding and sheet metal cutting on metal hull vessels or spray painting without covering the vessel are prohibited.

At the client's request, other professionals not installed in the aforementioned workshop premises can also work in the technical area, provided they prove they have the appropriate activity license and sufficient liability insurance coverage in force.

The disposal of industrial waste, oils, and other pollutants must be carried out exclusively in containers specially provided by the Port and following the prescriptions set out in this Regulation.

Individuals or legal entities responsible for the spills/spillage/waste will be responsible for the clean-up and repair, as well as for any possible sanctions that may arise in accordance with the infractions established by Law 10/2019.

The Port Management is authorised to order the necessary clean-up and repair work and charge the responsible party.

The OPERATOR will strive to maintain a high-quality offer of professionals in its technical area's workshops in all areas. However, the OPERATOR cannot be held responsible for any claims made by the clients of these professionals.

To preserve the tranquillity and health of Port users, as well as the cleanliness and conservation of roadways, buildings, terraces, furniture, and vessels, the Port Management reserves the right, if the aforementioned is at risk, to prohibit and, if necessary, interrupt repair, maintenance, and conservation operations of vessels at the mooring.

16.3. Right of retention of the vessel

The Port's AWARDEE or the boatyard assignee has the right to retain the vessel until the payment for the services rendered to it is satisfied. However, the launch service will not be carried out for any vessel that has not previously proven to be up-to-date with its dues, apportionments, or invoiced services.

Article 16.4. Access and circulation

Article 16.4.1. For pedestrians

Access will be through the areas permitted by the accesses marked on Plan XVII.

They will move through the work areas following the signposted circulation.

Restricted areas are considered: buildings, esplanade, pit-*travelift*, and technical area, except for accredited professionals.

Article 16.4.2. For vehicles

Vehicle access to the technical area will always be via the route marked on Plan XVII and never through the dry dock.

The section between the technical area and the dry dock may only be travelled by the *travelift*, forklifts, and vehicles transporting vessels or specially authorised vehicles.

Only vehicles related to loading and unloading operations may access the technical premises. The Port Management establishes the schedule and maximum time for these operations.

Clients and individuals must use the available parking spaces as described in Plan V.

Article 17. FUEL SUPPLY

According to the description on Plan XVIII, the Port has a service station and direct supply service by tanker truck.

Both services will be operated directly and exclusively by the OPERATOR in the areas indicated on the plan and in compliance with the safety conditions established in the hydrocarbon distribution legislation.

Therefore, the supply of fuel outside the indicated areas is expressly prohibited, particularly the supply with trucks not contracted by the OPERATOR unless they have express authorisation.

Article 17.1. Fuel supply to vessels

The fuel supply is limited exclusively to vessels.

Article 17.2. Use of facilities

The Port Management will set specific rules and schedules for the use of the facilities, which are generally summarised as follows:

- The gas station will be for the use of dry dock vessels and vessels up to 25 meters in length.
- Motorboats over 25 meters in length and sailing boats with masts over 16.5 meters will be supplied with fuel directly from the tanker truck in the areas indicated on the plan.
- Vessels requiring more than 1,500 liters of fuel will be offered direct supply service by tanker truck in the areas indicated on the plan.
- The supply service in any form will be carried out exclusively by authorised personnel of the OPERATOR.

Fuel payment at the gas station will take place at the time of supply. Credit payments are not accepted.

For direct tanker truck supply, payment must be made before the supply begins.

Article 17.3. Fuel supply by tanker truck

This must be for quantities greater than 1,500 liters and for motorboats over 25 meters in length and sailing boats with masts over 16.5 meters in accordance with Article 17.2 of this Regulation.

It will be requested in writing to the Harbour Master's Office (in person, by email, or fax) at least 24 hours before the desired supply time.

The applicant will receive a response from the Port Management along with the corresponding price.

The applicant must respond in writing with acceptance of the conditions for the order to be effective.

The applicant must make the payment before the supply begins.

Article 18. STOREROOMS AND SHEDS

Plan XIX specifies the area for storerooms and sheds that will be exclusively for Port moorers.

The Port has storerooms at the dry dock and Parc dock, and large vessels have sheds at the Mar building to meet their needs.

Both are rented by the AWARDEE to moorers who request them for periods not exceeding the expiration of the mooring right.

The spaces designated for storerooms and sheds are intended for storing boat equipment and materials.

Commercial activity in storerooms is prohibited. In case of non-compliance, the Port Management must order the immediate cessation of the commercial activity and notify the Port Administration of the Generalitat de Catalunya to initiate the corresponding sanctioning procedure.

Under no circumstances can residential uses be made in the storerooms and sheds.

Article 19. COMMERCIAL ESTABLISHMENTS, TERRACES, AND KIOSKS

Their location is, as a guideline, determined on Plan XX.

Article 19.1. Commercialisation of commercial establishments

The commercial establishments, terraces, and kiosks may be commercialised by the right-of-use holder and, where applicable, by the tenant of the premises. The tenant may not sublease or transfer the use to third parties.

Article 19.2. Purpose of commercial establishments

Article 19.2.1. The right-of-use holder and, where applicable, the tenant of a commercial establishment may use it for commercial, restaurant, or musical activities agreed with the OPERATOR, which in any case must be consistent with lawful commercial activities and permitted by general administrative regulations, the Use Plan approved by the Port Administration, this Regulation, and the conditions of the transfer title. However, any change of activity must be previously communicated to the OPERATOR and the AWARDEE, who may exercise the right of veto or even terminate the rental contract if it is considered justifiably necessary for the good operation of the port.

Article 19.2.2. The title that documents the rental of a commercial establishment may specify the type of activity to be conducted in the premises subject to the transfer of use. In this case, the tenant is prohibited from engaging in an activity different from the agreed one unless authorised in writing by the Port Management, and provided the activity is included in the Use Plan and the corresponding activity license granted by the local administration has been obtained.

Article 19.3. Use of the premises

Article 19.3.1. The tenant of a commercial establishment must begin their activity on the date established in the specific conditions of their contract with the AWARDEE and upon obtaining the corresponding activity license granted by the City Council.

Article 19.3.2. They are also obligated to conduct the authorised activity in the commercial establishment continuously as agreed in the title of the transfer.

Delay in the opening date will be grounds for contract termination or, at the discretion of the AWARDEE, may result in a penalty equivalent to one-tenth of the stipulated monthly rent for each day beyond the agreed opening date, without relieving the user from the obligation to open immediately.

Article 19.3.3. For reasons of safety and hygiene, the Port Management may require holders of the right of use of an unused commercial establishment to close it according to the technical specifications dictated. Failure to comply with this requirement will authorise the OPERATOR or the AWARDEE to carry out the closure at the holder's expense. Failure to pay the incurred costs will be grounds for terminating the transfer of the right of use.

Article 19.4. Closures, signs, and awnings

Article 19.4.1. The tenant of a commercial establishment must submit the design for the closure of commercial establishments to the OPERATOR for approval, which will be at their expense and with the variants specified in the TECHNICAL ANNEX provided at the signing of the contract and is mandatory to follow.

Article 19.4.2. Signs: They must be placed under the eaves, on the interior side, and cannot not exceed the interior limits of the establishment or group of establishments. Flag signs are not permitted as specified in the technical annex, and luminous or neon signs are prohibited.

Article 19.4.3. Awnings: The design of awnings must be submitted for approval to the AWARDEE or the OPERATOR, who may approve one or several common models to maintain a harmonious ensemble.

In any case, all tenants or users by any other title of commercial establishments must comply with the design approved by the AWARDDEE or the OPERATOR.

Article 19.4.4. Sanction for non-compliance: Repeated non-compliance with the provisions of Article 19.4 may lead to the termination of the rental contract of the premises and the corresponding complaint to the competent authority to initiate a sanctioning procedure.

Article 19.5. Loading and unloading operations

The OPERATOR will determine the operating hours and vehicle circulation zones for loading and unloading operations. Outside the specified routes and hours, these operations cannot be carried out unless expressly authorised in writing and on an exceptional basis by the OPERATOR.

Article 19.6. Opening and closing hours of commercial establishments

The hours for conducting the activity of each commercial establishment will be set by the competent administration based on the activity granted. The OPERATOR will approve rules regarding the opening and closing hours of establishments.

Repeated non-compliance with the opening and closing hours of commercial establishments may result, when it harms the good functioning of the Port or its commercial area, in the termination of the contract for the transfer of use or rental of the commercial establishment, as well as filing the corresponding complaint with the competent authority to initiate sanction proceedings.

Article 19.7. Waste deposit Storage of goods

Article 19.7.1. The Port and the commercial area have a vacuum waste collection system located at strategic points, as indicated on Plan IV. However, this system is not suitable for cardboard pieces, wood, and packaging that may clog the conduits due to their dimensions. Therefore, users may use the automatic system for organic waste and pieces that fit, and deposit waste that needs to be transported in specialised trucks or compacting containers in the specified areas due to their dimensions.

Article 19.7.2. It is prohibited to deposit goods and any type of packages in service areas, terraces, pedestrian walkways, roadways, sidewalks, and, in general, outside the designated area of the premises.

Article 19.8. Speakers or music and public address systems

Their use is only permitted inside the commercial establishment and, in any case, they cannot not emit sounds exceeding fifty decibels, measured from outside the establishment and from the nearest establishments.

Violation of this article obliges the port director to file the corresponding complaint with the competent authority to initiate sanction proceedings.

It is not allowed to place speakers outside the establishments or directed outward.

Article 19.9. Permits. Insurance and storage of hazardous materials

Article 19.9.1. To start and carry out their activity, the holders of the rental contract of a commercial establishment must have the relevant administrative licenses and permits.

Article 19.9.2. They must also have an insurance policy in force that covers civil liability and fire risk inherent and consistent with the activity risk.

Article 19.9.3. No explosive or hazardous materials, or materials that are annoying or unhealthy, may be stored inside commercial establishments.

Article 19.10. Definition of terraces

Terraces are defined as those areas marked on Plan XX.

These areas will be separated from the rest by decorative or landscaped elements defined in Article 19.10.4 c) of this Regulation and may only be used with prior authorisation granted by the OPERATOR or the AWARDEE and payment of the relevant fees.

Authorised use of terraces is limited to holders of establishments dedicated to restaurant activities in accordance with Decree 239/1999 of August 31, which approves the catalogue of shows, recreational activities, and public establishments subject to Law 10/1990, lawful commerce, and other uses determined by the OPERATOR or the AWARDEE. These terraces will be offered primarily to the nearest restaurant establishments.

Article 19.10.1. Conditions of use

Terraces may only be used with prior authorisation granted by the OPERATOR or the AWARDEE.

The exploitation period for terraces, when used for restaurant purposes, will be the same as that of the associated restaurant establishment.

The exploitation periods for terraces, when their use differs from restaurant purposes, will be agreed with the OPERATOR or the AWARDEE.

Authorised use of terraces cannot be transferred or leased to third parties. In case of a change in tenants of the commercial establishment, all rights to occupy the terrace are lost, and reapplication for the use of the terrace must be made.

Article 19.10.2. Allocation of spaces

It is the wish of the OPERATOR and the AWARDEE that terraces are spread throughout the commercial area, according to the distribution shown on the Plan XX. This Regulation will offer the right to use each one to the user of the nearby establishments intended for restaurants.

Only in the unlikely event that any user does not want this terrace space for their exploitation, it will be offered to third parties without, in principle, any Port user having more rights than another.

The duration of the right to use the terraces will correspond with the contract of the corresponding users. All of this will be documented in a contract signed by both parties.

Article 19.10.3. Fees for using terraces

The AWARDEE will set in the contract the amount to be received from the tenants of the terraces.

Non-payment will give the AWARDEE the right to terminate the terrace assignment contract and the establishment contract from which the service is provided, in the same way that the termination of the rental contract of the establishment for any reason will result in the expiration of the assignment, without any compensation.

The tenant of the commercial or restaurant establishment will be solely responsible to the AWARDEE for paying the agreed fees for the occupation of the terraces requested by the occupant of the premises.

Article 19.10.4. Works and installations on terraces

Any work or installation on the terraces must be authorised by the OPERATOR and must conform to and respect the following criteria:

- a) Fixed works in the terrace area are prohibited, as well as making holes or channels. In any case, electrical wiring must pass under strips and comply with safety standards set in the relevant legislation.
- b) Only movable seating, tables, umbrellas, and low tables that are not fixed can be placed on the terraces. Service auxiliary furniture or elements producing annoying smoke or, due to their height, blocking the view of other commercial establishments in the area are not allowed. Advertisements, signs, or any elements blocking the view of other establishments are also not permitted.
- c) Divisions between terrace zones must be made of gardening elements or those authorised by the OPERATOR and, in any case, their height will not exceed 1.5 meters.
- d) Speakers, televisions, or public address systems are not allowed on the terraces, except for those that are general for the entire Port. In any case, it will be the OPERATOR's responsibility to request authorisation from the competent authority.
- e) Live performances on terraces are only allowed on exceptional occasions and must be duly authorised by the OPERATOR and the local administration, complying with the conditions set by the latter.
- f) The decoration of the terrace will always be done with movable elements and must be previously accepted by the OPERATOR. Terrace holders who do not meet minimum quality requirements and harmony with the surroundings will be required by the OPERATOR to correct detected anomalies. If they continue against the common interests of the Port, the AWARDEE will terminate the terrace usage contract.

Article 19.10.5. Cleaning and maintenance

The cleaning and maintenance of the space will be the responsibility of the tenant of the establishment.

Article 19.10.6. Removal of elements installed on terraces at the end of authorisation

Within five days following the end of the terrace usage contract, the tenant must remove all occupying elements at their own expense. After this period, the OPERATOR is authorised to order the removal of existing elements and deposit them in a suitable place, even in a general deposit contracted in the name and at the expense of the tenant of the establishment, with the payment of the first month. All expenses incurred will be borne by the tenant, with the joint responsibility of the tenant of the adjacent establishment if they are not the same.

After the aforementioned five days, the OPERATOR is also authorised to isolate the terrace and its elements with enclosures and indicate that it is "out of use". If necessary, assistance from security forces may be requested.

Article 19.11. Definition of kiosks

Their location is, as a guideline, as determined on the Plan XX.

Article 19.11.1. Purpose of kiosks These elements will be intended for commercial or restaurant activity agreed with the OPERATOR, which in any case will comply with the Use Plan approved by the Port Administration and this Regulation and must have the corresponding activity license granted by the local administration. Any activity must be communicated in advance to the OPERATOR and the AWARDEE, who may exercise the right of veto and even terminate the kiosk rental contract if deemed justifiably necessary for the proper functioning of the port.

Article 19.11.2. The document that records the kiosk rental will specify the type of activity that may be conducted in the kiosk subject to the usage assignment. The tenant is prohibited from engaging in any activity other than that agreed upon, except with authorisation from the OPERATOR or the AWARDEE. It is the kiosk tenant's obligation to request, once authorised by the OPERATOR or the AWARDEE, the activity change from the local administration.

Article 19.11.3. Kiosk usage

Article 19.11.4. The tenant of a kiosk must start their activity on the date established in the specific conditions of their contract with the AWARDEE, always from the request for the corresponding activity license granted by the City Council.

Repeated failure to comply with the opening and closing schedule of the kiosks may lead, when it harms the proper functioning of the Port or its commercial area, to the termination of the contract for the transfer of use or rental of the kiosk and the corresponding complaint to the competent authority to initiate a sanctioning procedure.

Article 19.11.5. The tenant is also obliged to perform the authorised activity at the kiosk subject to the transfer with the continuity agreed upon in the transfer title.

Article 19.11.6. For security and hygiene reasons, the Port Management may require the holders of the right to use an unused kiosk to proceed with its closure in accordance with the technical prescriptions that are dictated. Failure to comply with this requirement will authorise the OPERATOR or the AWARDEE to carry out the closure at the holder's expense. Failure to pay the incurred costs will be grounds for terminating the transfer of the right of use.

Article 19.12. Kiosk closures, signs, and awnings

Article 19.12.1. The tenant of a kiosk must accept the design established by the OPERATOR for kiosk closures, which will be at their expense and with the variants specified in the technical annex given at the time of contract signing and is mandatory.

Article 19.12.2. Signs: They must be placed under the eaves, on the interior side, and cannot exceed the interior limits of the kiosk. Flag signs are not permitted as specified in the technical annex and always with the permission of the OPERATOR or the AWARDEE, and luminous or neon signs are prohibited.

Article 19.12.3. Awnings: The design of the awnings must be submitted for approval by the AWARDEE or the OPERATOR, who may approve one or several common models to maintain a harmonious ensemble.

In any case, all kiosk tenants must comply with the design approved by the AWARDEE or the OPERATOR.

Article 19.12.4. Sanction for non-compliance: Repeated non-compliance with the provisions of Article 19.12 may lead to the termination of the kiosk rental contract and the corresponding complaint to the competent authority to initiate a sanctioning procedure.

Article 19.12.5. Loading and unloading operations The OPERATOR will determine the operating hours and vehicle circulation zones for loading and unloading operations. Outside the specified routes and hours, these operations cannot be carried out unless expressly authorised in writing and on an exceptional basis by the OPERATOR.

Article 19.12.6. Kiosk opening and closing hours

The hours for conducting the activity of each kiosk will be set by the competent administration based on the activity granted. The OPERATOR will approve rules regarding the opening and closing hours of kiosks.

Repeated failure to comply with the opening and closing schedule of the kiosks may lead, when it harms the proper functioning of the Port or its commercial area, to the termination of the contract for the transfer of use

or rental of the kiosk and the corresponding complaint to the competent authority to initiate a sanctioning procedure.

Article 19.13. Waste deposit Storage of goods

Article 19.13.1. The Port and the commercial area have a vacuum waste collection system located at strategic points, as indicated on Plan IV. However, this system is not suitable for cardboard pieces, wood, and packaging that may clog the conduits due to their dimensions. Therefore, users may use the automatic system for organic waste and pieces that fit, and deposit waste that needs to be transported in specialised trucks or compacting containers in the specified areas due to their dimensions.

Article 19.13.2. It is prohibited to deposit goods and any type of packages in service areas, terraces, pedestrian walkways, roadways, sidewalks, and, in general, outside the kiosk's premises.

Article 19.13.3. Speakers or music and public address systems

Their use is only permitted inside the kiosk and, in any case, they cannot not emit sounds exceeding fifty decibels, measured from outside the kiosk and from the nearest establishments.

Violation of this article obliges the port director to file the corresponding complaint with the competent authority to initiate sanction proceedings.

Article 19.14. Permits. Insurance and storage of hazardous materials

Article 19.14.1. To start and carry out their activity, the holders of the rental contract of a kiosk must have the relevant administrative licenses and permits.

Article 19.14.2. They must also have an insurance policy in force that covers civil liability and fire risk inherent and consistent with the activity risk.

Article 19.14.3. No explosive or hazardous materials, or materials that are annoying or unhealthy, may be stored inside kiosks.

Article 20. VEHICLE ACCESS, ROADWAYS, AND PARKING

Article 20.1. Vehicle access

Vehicle access and circulation will be done in the areas designated on Plan V.

The OPERATOR will set the permitted schedules if necessary.

Vehicles must comply at all times with traffic regulations and, in no case, exceed a speed of 20 km/h.

The Port Management is authorised to deny access to those vehicles that, due to their condition or characteristics, may pose a danger to the Port.

The entry of camper vans, caravans, trailers, and unauthorised industrial vehicles is expressly prohibited.

Likewise, overnight stays in any type of vehicle within the port are prohibited.

The entry of any vehicle transporting fuels or explosive or hazardous materials is prohibited, except those contracted or authorised by the Port Management for direct supply to the vessels.

Article 20.2. Land parking spaces

The port has paid public parking spaces both covered and on the surface.

Holders of a right of use of a mooring are authorised to park in any available spaces at no cost. The OPERATOR will regulate the use and accreditation means.

The OPERATOR is not responsible for damage, theft, or robbery of parked vehicles, their accessories, or items deposited inside.

Article 20.2.1. Vehicle removal

The Port Management is authorised to remove vehicles parked outside the designated areas if they obstruct circulation within the Port premises and in any cases where a vehicle's position hinders maritime operations for ships or causes serious damage, and in cases where vehicles have been in the same place for a long time showing clear signs of abandonment.

If necessary for the Port's proper functioning, the Harbour Master's Office, under the provisions of Article 23.4 of the Port Police Regulation of the Generalitat de Catalunya, may request the collaboration of the corresponding municipal services of the City Council.

Article 21. PEDESTRIAN ACCESS AND WALKWAYS

Correspond to the area described in Article 4 of this Regulation.

The OPERATOR, in order to facilitate surveillance tasks and provide an adequate level of security and tranquillity, will establish opening and closing times for the different accesses to the Port, always ensuring access.

Article 22. RESTRICTED ACCESS AREAS

Visitors are prohibited from entering areas that the OPERATOR has designated as exclusive and reserved for right-of-use holders and the OPERATOR itself.

People performing professional activities or work within the port facilities must previously prove they are authorised to perform the intended activity, that their operators are duly legalised according to labour and tax legislation, and that they have contracted insurance for civil liability, damage and harm to third parties, and fire for a value covering possible damage to the Port and other users.

Otherwise, the Port Management may order the immediate cessation of the activity until compliance with labour, tax, and insurance regulations is demonstrated.

For labour risk and environmental legislation purposes, the owner of the vessel or the holder of the right of use of the mooring, premises, or storeroom, who has contracted the services, will be considered responsible.

CHAPTER 4

PORT MANAGEMENT

Article 23. THE MANAGEMENT AND ADMINISTRATION COMPANIES

The operation and management of the Port's assets and services correspond to the management company PORT FÒRUM SANT ADRIÀ, S.L., hereinafter the OPERATOR.

The Port's administrative management corresponds to the administration company, PORT FÒRUM ADMINISTRACIÓ, S.L., hereinafter the ADMINISTRATOR. Therefore, it is responsible for preparing the Port's annual budgets, determining the fees to be paid by the right-of-use holders, and contracting and controlling maintenance, cleaning, security and surveillance, insurance, gardening, marine services, etc.

Article 23.1. Administrative bodies of the ADMINISTRATOR

It consists of:

- Administrative body
- General Manager of the Port
- Harbour Master
- Head of General Services
- Head of Accounting and Finance

Article 23.2. All mentions in this Regulation to the Port Management refer to the positions listed above according to the matter being addressed.

Article 23.3. Powers of the administrative body of the ADMINISTRATOR

Article 23.3.1. It corresponds to the administrative body:

To manage and cover all general expenses of the Port and the specific expenses of each area, allocating these expenses among all holders of the rights of use of the different assets of the Port, and receiving the corresponding fees for this reason.

Article 23.3.2. The duties of the General Manager of the Port include:

- a) Appointing individuals to hold positions or perform functions within the Port.
- b) Granting contracts for the assignment of rights of use on port elements and initiating their resolution.
- c) Judicially claiming the amounts credited by the OPERATOR, the ADMINISTRATOR, and the AWARDEE for service provision, assignment of rights of use, and any other concept.
- d) Managing the Port, its general organisation, and all its services.
- e) Requiring all Port users, by any title, to comply with the provisions of this Regulation and applicable legal regulations, and denying or suspending services as stipulated in this Regulation, reporting any violations to the Board of Directors.
- f) Preventing, avoiding, and reporting any infractions related to the current regulations, and informing the competent authority of their actions.

- g) Ensuring compliance with environmental control measures required by law and this Regulation.
- h) Overall, the high-level management and administration of the Port.

Article 23.3.3. The duties of the Harbour Master include:

- a) Regulating and controlling operations, manoeuvres, and general movement of vessels, their arrivals and departures, anchorages, moorings, docking and undocking manoeuvres, and berth assignments.
- b) Supervising all nautical administration and marine personnel.
- c) Acting on behalf of the General Manager and the Port when they are not present.

Article 23.3.4. The duties of the General Services Manager include:

- a) Ensuring and controlling the normal operation of the Port and its facilities, services, and goods located within the service area.
- b) Controlling the entry of vehicles and people into the port area and enforcing the regulations regarding access, circulation, and parking.
- c) Ordering the removal of vehicles, goods, and objects that hinder the normal operation of the Port or are not in the designated areas.
- d) Ensuring the proper functioning of the Port's general supplies and services: maintenance, cleaning, gardening, security, etc.

Article 23.3.5. The duties of the Head of Accounting and Finance include:

- a) Preparing the budget of the ADMINISTRATOR.
- b) Monitoring the ADMINISTRATOR's budget with closing forecasts and deviations.
- c) Supporting the General Manager in responding to economic queries from right-of-use holders and Port service users.

CHAPTER 5

SECURITY AND EMERGENCY PLAN

Article 24. SECURITY

The ADMINISTRATOR provides the Port with qualified security personnel and the necessary facilities to ensure the integrity and protection of both its users and its facilities.

All security facilities are monitored from the control room, where the various signals from CCTV, fire alarms, anti-intrusion systems, telecommunications management, parking control, and building control are received 24 hours a day.

Individual surveillance services are not provided, as they are optional and not offered by the CONCESSIONAIRE. Therefore, neither the concessionaire nor its agents are responsible for damages, thefts, or robberies that may occur to vessels or commercial premises and warehouses, storerooms, sheds, etc., or their accessories and effects; or vehicles and their accessories and effects parked within the port area, nor furniture, objects, machinery, installations, or any other elements placed on terraces, service galleries, jetties, docks, etc., or any other port space. It is up to their owners to take the necessary security measures to prevent these and, in particular, to insure against these risks.

Article 24.1. The security of commercial establishments, workshops, and vessels

The security of each commercial establishment, workshop, or vessel is the responsibility of their respective owners, tenants, or managers. However, cooperation from all is necessary to achieve optimal security levels, which will result in fewer incidents and enhance the Port's effectiveness and image.

At the request of a commercial establishment, workshop, or vessel, when a criminal act is suspected, the security team may intervene, always respecting legal provisions and turning the alleged offender over to the Mossos d'Esquadra or the police as soon as possible. If this occurs, it is crucial that the commercial establishment, workshop, or vessel, as the victim, completes the necessary procedures to file a legal complaint. Their cooperation in this regard is very important.

Tenants and occupants must not prevent or hinder the security team's tasks and must allow them access to their commercial establishments, workshops, or vessels in emergencies and for security inspections.

Tenants and occupants must comply with all security rules, visibly posting fire instructions, leaving exit doors unblocked during public hours, and keeping service corridors, which serve as emergency exits in case of fire or disaster, clear.

Measures to improve the security of Port facilities include:

- o Ensuring effective closure of commercial establishments, workshops, or vessels.
- o Having and activating anti-intrusion alarms when the commercial establishment, workshop, or vessel is closed.
- o Having and activating anti-intrusion alarms when the commercial establishment, workshop, or vessel is closed.
- o Giving the Port Management a key to the establishment. This key will be kept in a sealed bag in the control room and will only be used in emergencies. Providing the key is voluntary.

- o Communicating with the 24-hour security control room service in case of need.
- o Informing the Port Management of the need for access to the commercial establishment, workshop, or vessel outside of business hours or by outsiders.
- o Using the identification cards provided by the Security Department for access to facilities before opening or after closing.
- o No tenant or occupant of the Port may block or hinder the established access and circulation routes.

Article 24.2. Fire and property protection measures

Article 24.2.1. Portable fire extinguishers

Each commercial establishment and workshop will have the appropriate extinguishers as required by law, which will be justified in their Activity Project.

Service galleries have multipurpose powder extinguishers with a 21A 113B rating, positioned so that the maximum distance within the gallery to an extinguisher does not exceed 15 meters.

The security service has 4 extinguishers of 25 kg each distributed on each dock.

Article 24.2.2. Fire hydrants

Equipped fire hydrants (B.I.E. 25) are located in the gallery so that the maximum distance to each is less than 25 meters.

Article 24.2.3. Hydrants

The dock perimeter has DN 100 hydrants, spaced less than 200 meters apart, with the ability to load trucks at the hydrant base. The hydrants are underground and identified by round covers with the inscription FIRE.

Article 24.2.4. Signalling and emergency lighting

Each commercial establishment and workshop must have its own signalling and emergency lighting.

Public use areas have autonomous points located at exits and horizontal and vertical evacuation routes, as well as signage for fire extinguishing elements.

Article 24.2.5. Signage

Each commercial establishment and workshop will be signed according to the signage plan defined in their Activity Project.

Public use areas, exits, and evacuation routes are marked with approved pictograms.

Article 24.2.6. Centralised fire detection systems

Commercial establishments and workshops must have fire detection systems compatible with the Port's centralised detection system and must inform the Port Management of the installation project before implementation, to enable connection and monitoring from the security control room.

Article 24.2.7. Closed-circuit television (CCTV)

The Port is equipped with a closed-circuit television installation with monitors and recording equipment located at the security control centre.

Article 24.2.8. Telephone network

From the control centre, telephone communication can be established using both the conventional and mobile networks.

Article 24.2.9. Alarm system

Commercial establishments, workshops, or vessels equipped with intrusion detection systems must be connected to an alarm receiving centre approved by the administration. They must provide the emergency number of the security control centre as the primary contact number for alarm notifications. It is recommended to have acoustic and light signals on the exterior of the commercial establishment, workshop, or vessel.

Article 24.2.10. Public address system

The control centre houses the centralisation of the public address system, which has speakers throughout the facility.

Article 24.2.11. Radiotelephone network

The Port has a network of portable radiotelephones that serve as a link between the security service members, the Harbour Master's Office, the Operations Management, and the various maintenance services.

Article 24.2.12. Maintenance

The ADMINISTRATOR is responsible for the proper maintenance of all detection systems and security operations in common areas.

Each commercial establishment, workshop, and vessel is responsible for performing all necessary maintenance operations to ensure the proper functioning of equipment and systems within their installations.

Commercial establishments, workshops, and vessels must provide the Port Management with proof of compliance.

Article 24.3. Emergency and evacuation plan

The Port has an Auto-Protection Plan (PAU) in accordance with current regulations.

This plan anticipates different emergency situations and details the measures to be taken if such situations occur.

The PAU will be available at the Harbour Master's Office for those with legitimate interest, including holders of rights of use of commercial establishments, workshops, parking areas, and berths, as well as Port users.

As a summary of this Plan, and as general conduct rules, the following should be considered:

Article 24.3.1. Organisation of responsible personnel in case of emergency:

- a. Emergency Chief
- b. Intervention Chief
- c. Emergency Teams

Article 24.3.2. Actions to be taken upon witnessing or receiving an alarm signal:

a) For the person receiving the alarm:

- Stay calm.
- Instill calmness in others.
- Verify and gather as much information as possible.
- Communicate specific and objective information to the security control room.
- Take measures within your reach to restore the situation, isolate it, or minimise it.

b) For the security guard responsible for the control room:

- Initially assume the role of Emergency Chief until the actual chief arrives.
- Communicate available information to the Intervention Chief.
- Assess the incident information.
- Communicate with the Harbour Master and the General Services Manager or their substitutes.
- If deemed necessary, alert public security services, providing detailed information for their action.
- If no support request is needed, or after making one, remain attentive to the phone or other communication means.
- Do not consider the incident resolved until the situation is fully restored.

c) For the external security guard:

- Upon receiving the alarm, go to the site, assume the role of Intervention Chief until the actual chief arrives, assess the incident, inform, and, if applicable, restore the situation, isolate it, or minimise it.

d) For the Harbour Master:

- Upon receiving communication from the control centre guard, provide instructions and move to the control centre to take charge of the emergency direction.

e) For the General Services Manager:

- Upon receiving communication from the control centre guard, move to the incident site to take charge of intervention direction, except if the Harbour Master is not at the facilities; in such a case, move to the control centre to take charge of the emergency direction.

Article 24.3.3. Instructions for responsible persons of commercial establishments, workshops, and vessels:

a) Preventive actions regarding their commercial establishment, workshop, or vessel:

- Know the location of all fire extinguishing means and keep them in perfect working condition.
- Keep evacuation routes clear.
- Know the location of electrical panels and shut-off valves.

b) In case of an incident:

- Stay calm.
- Instill calmness in others.
- Communicate it to the security control room.

c) During execution:

- Follow the instructions of the Emergency Chief and/or Intervention Chief.
- In case of evacuation, go to the designated meeting area indicated by the intervention teams.

d) While waiting for the Intervention Chief:

- If it is a small fire, use the fire extinguisher.
- Do not take reckless risks.
- Provide first aid.

e) In support of the Intervention Chief:

If isolating an area, courteously but firmly prevent unnecessary persons from accessing the incident area.

If proceeding with an evacuation, inform and direct customers and the public to the emergency exit and meeting places as indicated by the Emergency or Intervention Chief, and inform the Intervention Chief of completion or issues in resolving the incident.

Article 24.3.4. Operating rules for fire risk work:

Any welding, cutting with a radial tool, or other work with the potential to cause a fire must be authorised in writing by the General Services Manager of the Port, as well as by the Port Management. If these works are carried out in the technical area, dry dock, or common areas of the Port, the authorisation must be given by the Port Management.

The Port Management will issue the written authorisation to the industrial worker carrying out the work and to the Security Control Room.

The security guard in the Control Room will inform the external service guard to monitor compliance with the following measures:

- Remove combustible materials within a 10-meter radius of the work area. If this is not possible, protect them with non-flammable materials, especially insulators such as polyurethane.
- Protect against falling sparks below the work area, considering rebounds and possible falls or channels.
- Have a fire extinguisher ready for use in case of a small fire.
- In case of a fire on board a vessel or on the docks where it is moored, necessary alerts will be given with its siren or other devices.
- Lighting fires in the port area and on vessels is strictly prohibited.

CHAPTER 6

RESPONSIBILITIES

Article 25. OF THE AWARDEE AND THE OPERATOR

Article 25.1. The AWARDEE, the OPERATOR, and the ADMINISTRATOR shall only be liable to the Port users and holders of any rights of use for acts attributable to the company or personnel under their orders, in accordance with current civil liability regulations.

Article 25.2. In any case, visitors and users of the Port, as indicated, are admitted to the premises at their own risk, concerning accidents they may suffer, except in the cases mentioned above.

Article 25.3. Regarding liability towards the Port Administration, it shall comply with the provisions of Law 10/2019 and the Port Police Regulation, in all respects not contradicting them and as per regulations that develop them.

Article 25.4. Liabilities for damages to public domain

Anyone causing damage to the port public domain through action or omission shall be obliged to restore things to their previous state, compensate for damages and losses caused, and, if applicable, pay coercive fines in accordance with Law 10/2019, as well as stipulated in the concession title.

Article 26. LIABILITIES FOR DAMAGES CAUSED TO PROPERTY AND RIGHTS OF THE CONCESSIONAIRE, AWARDEE, OPERATOR, ADMINISTRATOR, AND OTHER PRIVATE PROPERTY

Article 26.1. Holders of rights of use, other Port users, and third parties shall be liable under private law norms for damages and losses they may cause due to their fault or negligence to the property and rights of the CONCESSIONAIRE, AWARDEE, OPERATOR, ADMINISTRATOR, and other private entities.

Article 26.2. Negligence shall be presumed when the conduct breaches legal provisions, regulations, orders, and/or instructions from the Port Management.

Article 26.3. The OPERATOR, ADMINISTRATOR, or AWARDEE may carry out repairs for damages caused, charging the responsible party for the costs.

Article 26.4. Liabilities for damages caused to public service

Without prejudice to sanctions and liabilities referenced in the preceding articles of this Regulation, third parties or users of port services and/or facilities, who through action or omission, with fault or negligence, hinder the provision of any port service, shall indemnify for damages and losses caused to the AWARDEE, OPERATOR, ADMINISTRATOR, or the service holders affected by the events.

Article 26.5. Responsibility of individuals not associated with the Port

Individuals authorised to enter the port premises for carrying out specific functions, tasks, or work, and all other service providers, must comply with occupational health and safety measures and be covered by appropriate insurance for work accidents, civil liability, and fire, covering the repair of damages they may cause, as well as damages caused by service interruptions, breakdowns, fortuitous damages, or mishandling of elements intended for service provision.

Article 26.6. The Port Management is authorised to require documented proof of validity of the aforementioned insurances from these individuals at any time. Likewise, it will propose to the Board of Directors the appropriate amount for coverage.

Article 26.7. Failure to comply with the requirement empowers the Port Management to suspend the activity being carried out.

Article 26.8. Owners of vessels, vehicles, and other property within the Port, and holders of rights of use for moorings, commercial establishments, storerooms, and other facilities, are liable to the OPERATOR and ADMINISTRATOR for debts incurred, as well as damages and losses caused by their property or by third parties, who, under any title (users, captains, crew, drivers, employees, tenants, etc.), use vessels, moorings, vehicles, commercial establishments, workshops, storerooms, or any other facility they own.

Article 27. DUTY OF THE PORT MANAGEMENT TO PROVIDE INFORMATION AND SUBMIT COMPLAINTS

The Port Management is obligated to inform the Port Administration of incidents related to the protection and conservation of property and service provision. To this end, it must file appropriate complaints and submit those received from third parties.

Article 28. PROCEDURE FOR DEMANDING AND DETERMINING LIABILITIES ATTRIBUTABLE TO THE OPERATOR

Third parties and users who suffer damages to their property or interests directly attributable to the operation of the port public service must formally and convincingly present their claims in writing to the OPERATOR or ADMINISTRATOR beforehand. If not addressed within thirty calendar days, the affected party may pursue appropriate legal actions.

Article 29. NOTIFICATIONS

Article 29.1. In general, notifications and requirements shall be sent to the email or address designated by the interested party when contracting a service or acquiring rights of use. Changes of address shall only take effect if communicated in writing and acknowledged by the port administration.

Article 29.2. If the interested party is absent or cannot be located, defined as the return by the Postal Service of the notification letter, fax, or email sent, notification shall be deemed effective after publication for a period of fifteen days on the notice board at the Harbour Master's Office.

CHAPTER 7

ENVIRONMENTAL INCIDENTS

Article 30. WASTE MANAGEMENT. GENERAL RULES.

30.1. Producers of waste, whether from vessels, commercial premises, workshops, or users of the marina village, are responsible for their management.

30.2. Discharging water containing oils, hydrocarbons, suspended matter, plastics, or any other contaminants into sewers or the port is prohibited, as well as disposing of waste resulting from cleaning bilges, throwing soil, garbage, debris, fishing remains, debris, or any other residue. Promotion of chemicals with reduced environmental impact is encouraged.

30.3. Individuals or legal entities causing discharges or spills shall bear the cleaning and repair expenses, as well as possible sanctions according to infringements set forth in Law 10/2019 on ports and maritime and inland waters transport.

30.4. The Port Director is authorised to order appropriate cleaning and repair works and charge the responsible party.

30.5. Violations of environmental regulations due to negligence, lack of preventive measures, or non-compliance with current regulations, empower the Director to suspend the activity within the port of the company, vessel, or person responsible, and in cases of seriousness or recurrence, to terminate the right of use, without prejudice to notifying the competent administration.

Assignees must comply with the environmental best practices stipulated by the CONCESSIONAIRE at all times for pollution prevention and proper use of resources.

Article 31. WASTE DERIVED FROM NORMAL USE OF VESSELS

31.1. Solid waste equivalent to domestic waste, organic waste, paper, cardboard, glass, clean packaging, and plastics, may be deposited separately in containers specifically designated at the port.

31.2. Wastewater stored on board in the corresponding tank must be extracted using the wastewater suction station, which discharges into the general sanitation network of the port. This service incurs a corresponding fee.

The Port Management may order the sealing of discharges to sea from the sanitary facilities installed on vessels lacking wastewater tanks. This action incurs tariffed expenses. Opposition to compliance with this regulation or to inspection of the condition of the seal or vessel shall be considered a serious environmental incident and shall be handled in accordance with Article 30 of this Regulation.

31.3. Bilge water must be extracted using the bilge water suction and treatment station. Small vessels equipped with automatic pump extraction must have a hydrocarbon filter ensuring purity of discharged water. This service incurs a corresponding fee.

Article 32. RESIDUES DERIVED FROM THE MAINTENANCE AND REPAIR OF VESSELS

32.1. Hazardous residues derived from the routine maintenance and repair of boats, whether they are in the water or within the boatyard premises, must be deposited at the "Punt Net (Blau)" located within the boatyard

premises during its regular hours, for proper management and issuance of the MARPOL receipt. These residues include, among others:

- Hydrocarbonated waters (at the bilge water suction and treatment station)
- Used oils
- Empty metal oil containers
- Empty plastic oil containers
- Oil and diesel filters
- Cloths, gloves, and oil-impregnated absorbents
- Empty metal paint containers
- Empty plastic paint containers
- Cloths, gloves, and paint-impregnated absorbents
- Solvents
- Batteries
- Zinc
- Fluorescent bulbs and tubes
- Batteries
- Aerosols
- Sludge or mud

All residues covered under the MARPOL convention will be collected, in addition to any residues generated during vessel maintenance activities. En compliment de la normativa vigent s'han de poder recollir o adaptar a recollir-se tots.

Due to their hazardous and highly contaminating nature, it is strictly prohibited to deposit these types of residues anywhere other than the "Punt Net (Blau)", not even next to the vessel or near any container, for proper management and issuance of the MARPOL receipt.

The fees for this service will be set by the concessionaire and properly disclosed to the public.

32.2. Other bulky, non-hazardous residues such as wood or non-bulky scrap metal may be deposited in specific containers located within the boatyard.

32.3. For the disposal of bulky non-hazardous residues, users must consult with port personnel who will provide appropriate instructions and information regarding any applicable costs.

Article 33. RESIDUES GENERATED BY THE ACTIVITY OF COMMERCIAL PREMISES AND WORKSHOPS

33.1. The Port and the commercial area have a vacuum waste collection system located at strategic points, as indicated on Plan IV. However, this system is not suitable for cardboard pieces, wood, and packaging that may clog the conduits due to their dimensions. Therefore, users may use the automatic system for organic waste and pieces that fit, and deposit waste that needs to be transported in specialised trucks or compacting containers in the specified areas due to their dimensions.

33.2. Users of the port's premises must manage the residues generated by their activity in accordance with current regulations, always following the instructions and regulations established by the OPERATOR.

The Port provides specific containers for the disposal of residues similar to urban waste, organic waste, paper and cardboard, glass, clean containers, and plastics.

33.3. For the disposal of bulky non-hazardous residues as well as discarded furniture, scrap metal, appliances, packaging, and others, users must consult with port personnel who will provide appropriate instructions and information regarding any applicable costs.

Article 34. RESIDUES GENERATED BY WORKS OR RENOVATIONS IN PREMISES

The placement of containers outside premises for works or renovations must have express authorisation from the Management and must not remain for longer than strictly necessary, never during weekends starting from noon on Fridays.

Article 35. FUEL SUPPLY

35.1. Fuel supply may only be conducted through the port's dedicated refueling station.

35.2. Vessels must know the capacity of their tanks and their current load, supplying an amount always less than the available capacity.

35.3. Both the fuel intake and breather must be installed so that any accidental overflow can be contained without the risk of it being discharged into the sea.

In case of accidental fuel spillage on land or sea, mariners must be urgently notified to take appropriate containment measures.

35.4. Engines must remain off during the refuelling operation, and smoking is strictly prohibited even aboard the vessel.

Article 36. DUST EMISSIONS

The use of any tool for scraping, chipping, or cutting in the boatyard, whether aboard vessels or in any other open space in the port, will only be authorised if equipped with an integrated aspiration and filtration system preventing "dust emissions" to the exterior.

Appropriate measures must be adopted to prevent emissions into the atmosphere, such as emissions from engines or vapours from paints, varnishes, solvents, or others.

Article 37. PROJECTIONS

37.1. High-pressure water projection onto surfaces that could release contaminants such as paint, stripper, or others, can only be carried out in areas equipped with water collection systems.

37.2. Sandblasting or similar activities may only be authorised when ensuring no emission of sandblasting products into the atmosphere, and when waste collection and management are performed by an authorised handler.

37.3. Paint spraying will only be authorised if conducted within a structure compartmentalising the vessel being painted from the open space in the boatyard or within properly equipped workshop premises.

Article 38. RESOURCE MANAGEMENT

To reduce unnecessary water consumption, it is mandatory to have a pistol grip terminal or similar device on hoses to connect to water supply outlets at mooring points and within the boatyard.

Article 39. NOISE AND LIGHT POLLUTION

39.1. Noise pollution occurs when noise emissions exceed 50 decibels measured outside the vessel or premises. This pollution is highly disturbing to all users, especially during nighttime hours.

The CONCESSIONAIRE will also consider limitations set forth in corresponding municipal ordinances if they establish additional restrictions.

To minimise unauthorised noise pollution, vessels must keep engines off except during manoeuvres, secure halyards, and limit the volume of audio equipment.

Desalination of engines in open and unconditioned areas is not authorised. During vessel maintenance operations, appropriate measures must be taken to avoid noise pollution resulting from the use of equipment or other activities that can cause significant increases in decibels and discomfort to nearby residents.

Proper maintenance and use of noise-emitting equipment (air conditioners, tools, compressors, etc.) shall be ensured.

The activity carried out inside the premises will be subject to these limitations and, in particular, music bars and nightclubs will comply with the established regulations.

39.2. Light pollution refers to light emission upwards (exterior lights must have an inclination no greater than 20° above horizontal) or towards other users causing glare. Lighting installations on terraces of hospitality premises must be carefully installed with special care in order to avoid such unauthorised pollution.

Bulbs used for exterior lighting must be energy-efficient class A or higher, with a colour temperature below 4200 K.

Article 40. DISCHARGES

The discharge of industrial waste, oils, fats, bilge water, and other contaminants must be exclusively carried out at facilities specially designated by the ADMINISTRATOR for reception.

It is prohibited to discharge water containing oils, hydrocarbons, suspended matter, plastics, or any other contaminating material, as well as dumping soil, debris, rubble, fishing remains, demolition material, or any other products resulting from bilge cleaning from vessels.

Individuals or legal entities causing discharges will be responsible for cleaning and repair expenses, as well as any penalties resulting from violations under Law 10/2019.

The ADMINISTRATOR is authorised to order appropriate cleaning and repair works and charge the responsible party accordingly.

Environmental incidents resulting from negligence, lack of preventive measures, or non-compliance with current regulations authorise the Port Management to suspend the company's, vessel's, or individual's activity within the Port and, in cases of severity or recurrence, to terminate the right of use.

Trash collection generated by users will also be managed through containers expressly provided by the Port.

The ADMINISTRATOR facilitates the discharge of waste and residues from vessels over 300 TRB in accordance with guidelines from IMO Resolution IMO-656E for the management of waste from such vessels. Consequently, the corresponding certificate will be issued to the interested party."

CHAPTER 8

ECONOMIC REGIME

Article 41. ECONOMIC CONSIDERATION FOR SERVICE PROVISION

The use of a port service or the mere possession of a right of use of any port element, even if not utilised, will entail the payment of the corresponding fee to the OPERATOR or the ADMINISTRATOR, as well as the general expenses it incurs.

Article 42. FEES FOR ISOLATED SERVICES

Access to isolated services, such as public mooring fees, vessel launching, towing, vehicle entry and parking, and access to other port areas, or similar services, will require the payment of the corresponding fee.

The fee amounts, proposed by the Port's General Manager, will be approved and set by the Board of Directors of the OPERATOR and will be duly posted on the Harbour Master's Office notice board.

The fees will be applicable immediately upon notification of the new fee to the Port Authority.

Article 43. PARTICIPATION IN EXPENSES

The ADMINISTRATOR prepares the budget for each fiscal year covering general expenses attributable to each user holding a right of use within the Port, grouped into the following entities:

- Dock (including moorings, 1st floor of the Harbour Master's Office, storerooms, sheds, and "golondrina")
- Technical Area (including travelift and esplanade services, and workshops)
- Dry Dock (including dry dock, esplanade, premises under the ramp, cafeteria, two office floors, and storerooms)
- Commercial premises (including those located in the buildings Escalinata, Ronda, "Palafitos", Parc, Mar, and the 2nd and 3rd floors of the Harbour Master's Office, including their toilets)
- Parking (including those located in the buildings Escalinata, Parc, and Mar)
- Gas Station
- Boat-Hotel
- Sailing Federation
- Diving Federation

General expenses to be apportioned include, but are not limited to:

- Port administration salaries + social security
- Maritime services
- Common electricity
- Common water
- Maintenance and material replacement
- Security and surveillance
- Gardening
- Cleaning
- Labour, fiscal, and legal advisory
- Auditing
- IT maintenance
- Office supplies, courier, telephone, and fax
- Taxes

- Administration office rental
- Environmental and waste management
- Insurance
- Sand transfer and dredging
- ADMINISTRATOR's fees

The cost-sharing system is generally proportional to the occupied area and with the application of weighting coefficients, based on the total area of the concession and services rendered, except for expenses that can be measured by a meter or directly attributed to a right-of-use holder, which will be based on the utility criterion.

The ADMINISTRATOR will annually approve, during the last quarter of each calendar year, a budget of expenses and revenues for the following year's exercise, informing the right-of-use holders of the corresponding quota they must pay in the periodically agreed manner.

Once the previous year's accounts are closed, the ADMINISTRATOR will make the appropriate settlement, allocating the resulting balances to the respective right-of-use holders.

Article 44. ADMINISTRATIVE MANAGEMENT

Once the budgets are approved by the ADMINISTRATOR, it will proceed to charge the right-of-use holders for the amounts corresponding to their coefficient.

Payment of these charges will be fully liberatory.

If any bill remains unpaid, the AWARDEE, through the ADMINISTRATOR, will demand payment from the debtor, and if not paid within eight (8) days, the unpaid bills will be handed over to the AWARDEE for judicial claim and, if applicable, for the actions provided in this Regulation.

CHAPTER 9

INSURANCES

Article 45. OF THE AWARDEE

The AWARDEE will maintain a civil liability coverage policy in force throughout the concession period as a promoter of works that may be carried out at the Port, which will be accepted by the CONCESSIONAIRE.

Similarly, the AWARDEE will maintain sufficient insurance coverage throughout the concession period to cover its responsibilities to third parties for the operation of the Port in all its activities.

Complying with the requirements of the right-of-use and exploitation award contract, the AWARDEE will maintain in force during the entire concession period the insurance for the protection of the infrastructure and facilities received from the CONCESSIONAIRE.

Article 45.1. Of the right-of-use holders and professionals working at the Port

They must have sufficient insurance coverage as established in Articles 19.9.2, 22, and 26.5.

CHAPTER 10

UPDATING, AVAILABILITY, AND DISCLOSURE OF THE REGULATION

Article 46. PUBLICITY OF THE REGULATION

This Regulation, which will be mandatory for all users, once approved by the CONCESSIONAIRE and the Port Administration of the Generalitat de Catalunya, will be notarised and registered in the Property Registry, and a copy will be delivered to all mooring holders, warehouse users, storeroom users, dry dock users, workshop holders, terrace users, and commercial establishment tenants of the Port.

A copy will also be available on the Port's website, at the Port Management's offices, and at the dry dock offices, available for users with a legitimate interest to consult.

Article 46.1. Modification of the Regulation

The AWARDEE reserves the right, with prior authorisation from the CONCESSIONAIRE and the Port Administration of the Generalitat de Catalunya, to modify this Regulation, adapting it at any time to the new prevailing legislation and the needs of the Port's operation.

CHAPTER 11

DATA PROTECTION

Article 47. DATA PROTECTION

In compliance with Organic Law 3/2018, of December 5, on Personal Data Protection and the guarantee of digital rights, the CONCESSIONAIRE incorporates all user data of the port area into its data processing system, which will be processed and stored for the legally established period, and may be communicated, if necessary, to banking entities, debt collection entities, public administrations, and all those entities necessary to ensure the proper functioning of the Port.

The data are incorporated into the General Administration Database of PORT FÒRUM, to meet the needs related to the management of clients of the services provided by the Port, including administrative, documentary, and accounting management of the collection and payment of contracted services, as well as to keep them informed of activities related to the company.

The recipients of the information are all departments, compartments, premises, and associates in which PORT FÒRUM is organised, as well as state security forces and official bodies that by law, or due to force majeure, require data transfer.

The person responsible for the Database is the AWARDEE, and in any case, at any time, all Port users can exercise their rights of access, rectification, deletion, opposition, limitation of processing, and portability, within the scope recognised by the General Data Protection Regulation (GDPR 679/2016 EU), dated April 27, 2016.

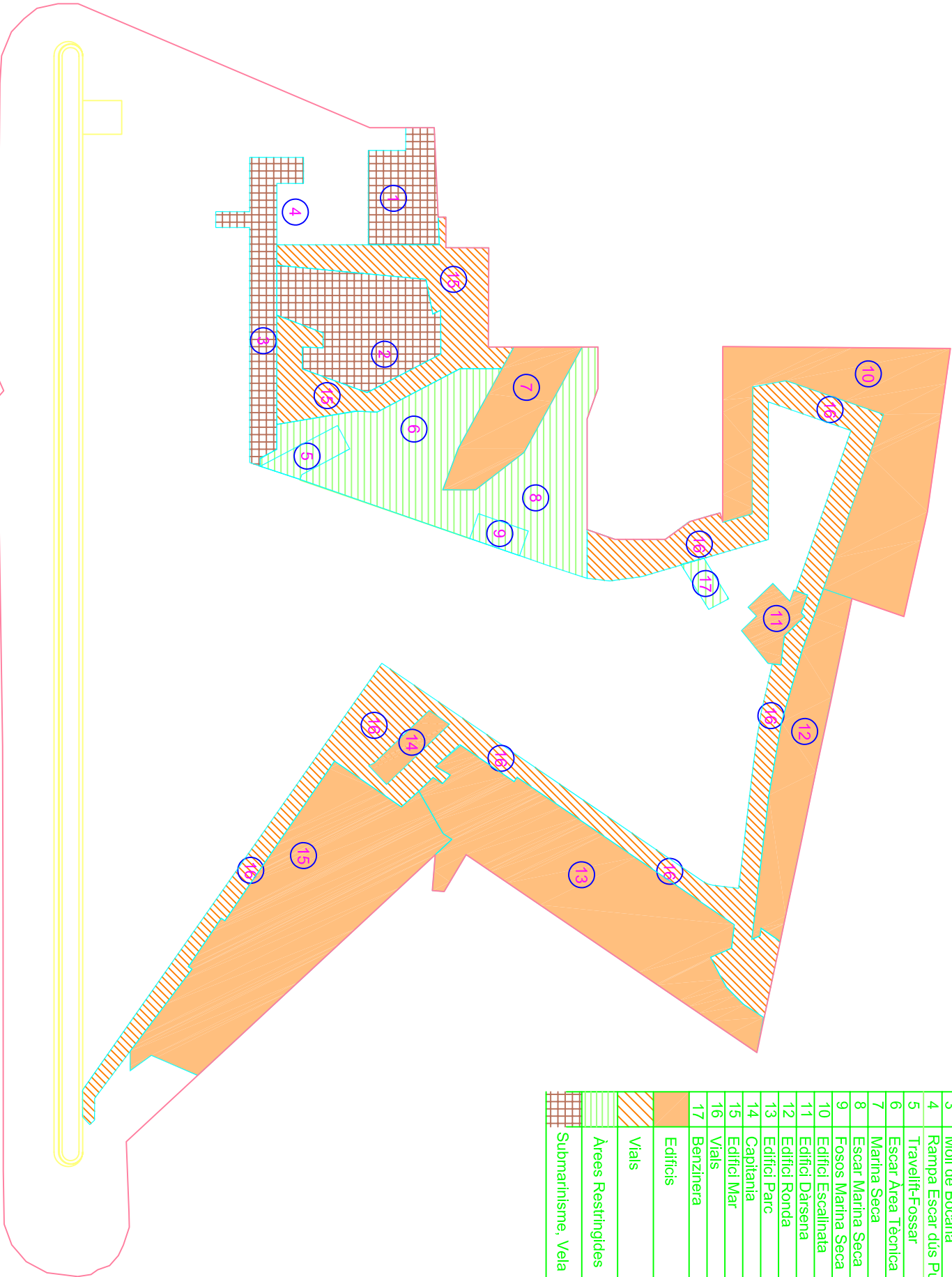
To exercise these rights and for any clarification, they can write to the Port offices or via email at lopd@portforum.com. If the user does not allow us to provide their data to the entities mentioned in the previous paragraph, the CONCESSIONAIRE will not be able to provide any service to the Port users.

All users may also contact the Privacy Officer of Marina Port Fòrum, S.L. by writing to the Harbour Master's Office or by email at lopd@portforum.com.

PLANS

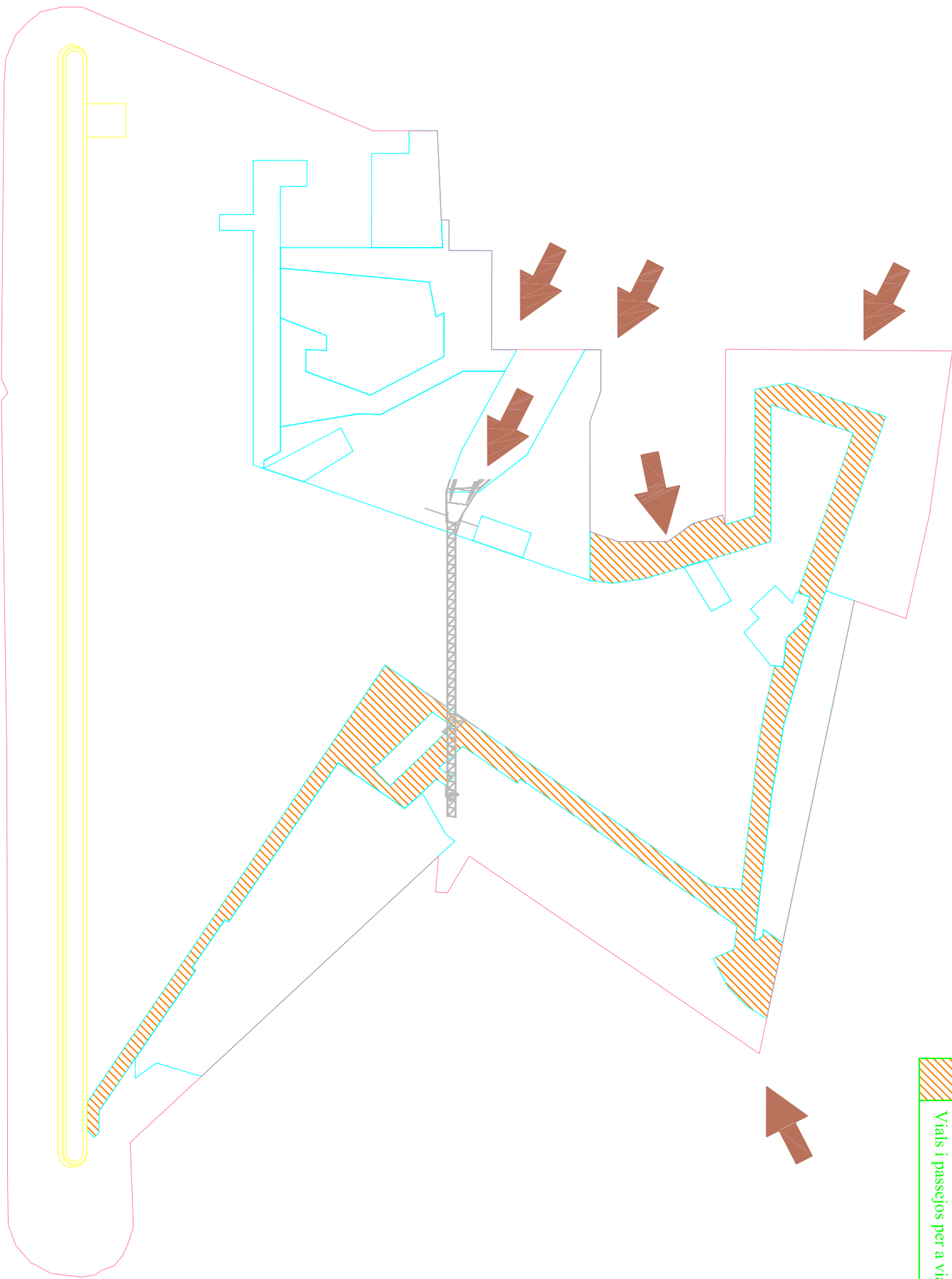
PLÀNOL I: ÀMBIT DE LA CONCESSIÓ

LLEGENDA	
1	Escola de submarinisme
2	Escola de Vela
3	Moll de Bocana
4	Rampa Escar d'ús Públic
5	Travellit-Fossar
6	Escar Area Técnica
7	Marina Seca
8	Escar Marina Seca
9	Fosos Marina Seca
10	Edifici Escalinata
11	Edifici Darsena
12	Edifici Ronda
13	Edifici Parc
14	Capitania
15	Edifici Mar
16	Vais
17	Benzinera
	Edificis
	Vais
	Àrees Restringides
	Submarinisme, Vela i Moll de Bocana



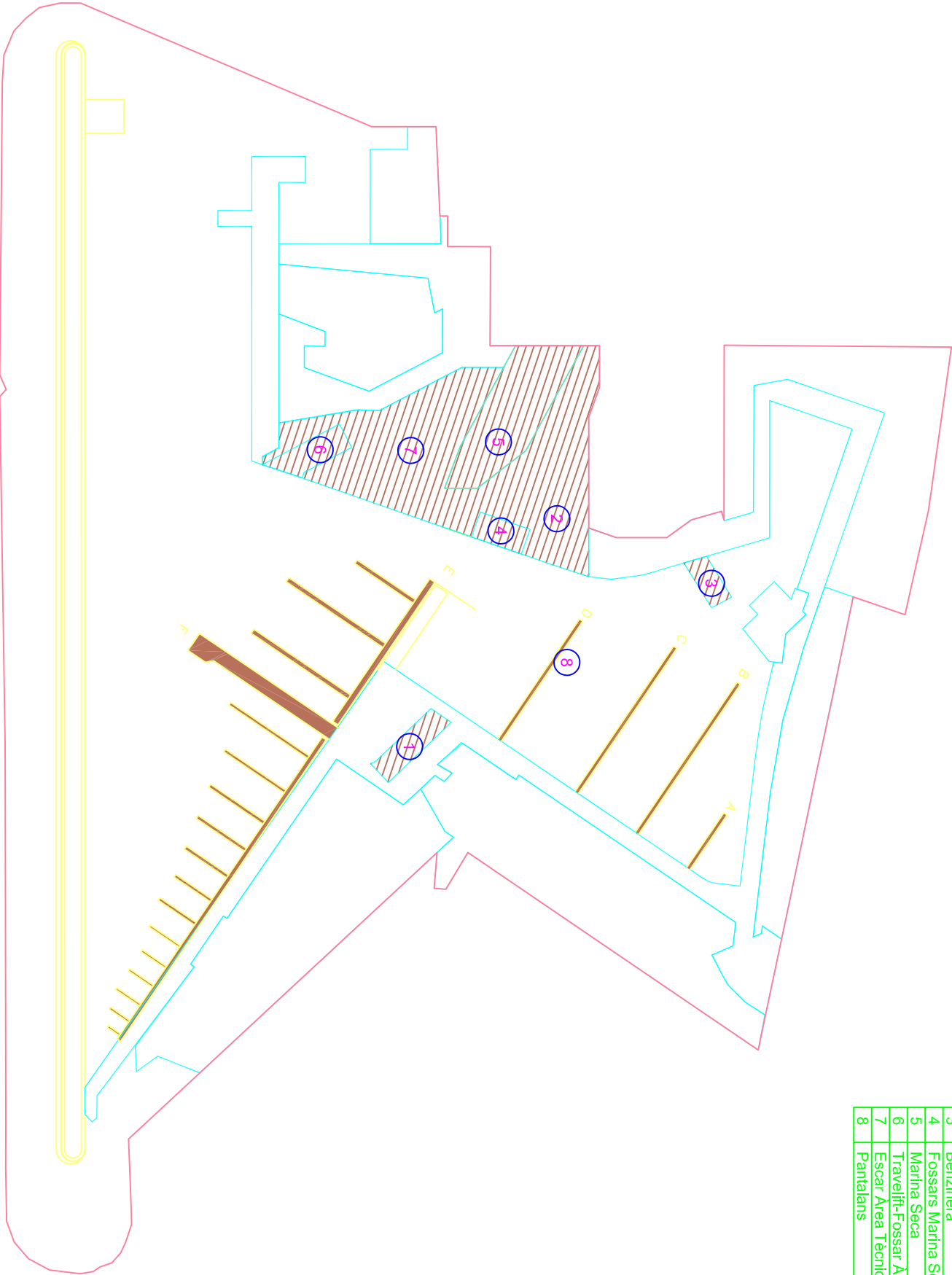
PLÀNOL II: ZONES D'ACCÉS PER A VIANANTS, VIALS I PASSEJOS

LLEGENDA	
	Accés per a Vianants
	Vials i passejos per a vianants



PLÀNOL III: ZONES D'ACCÉS RESTRINGIT

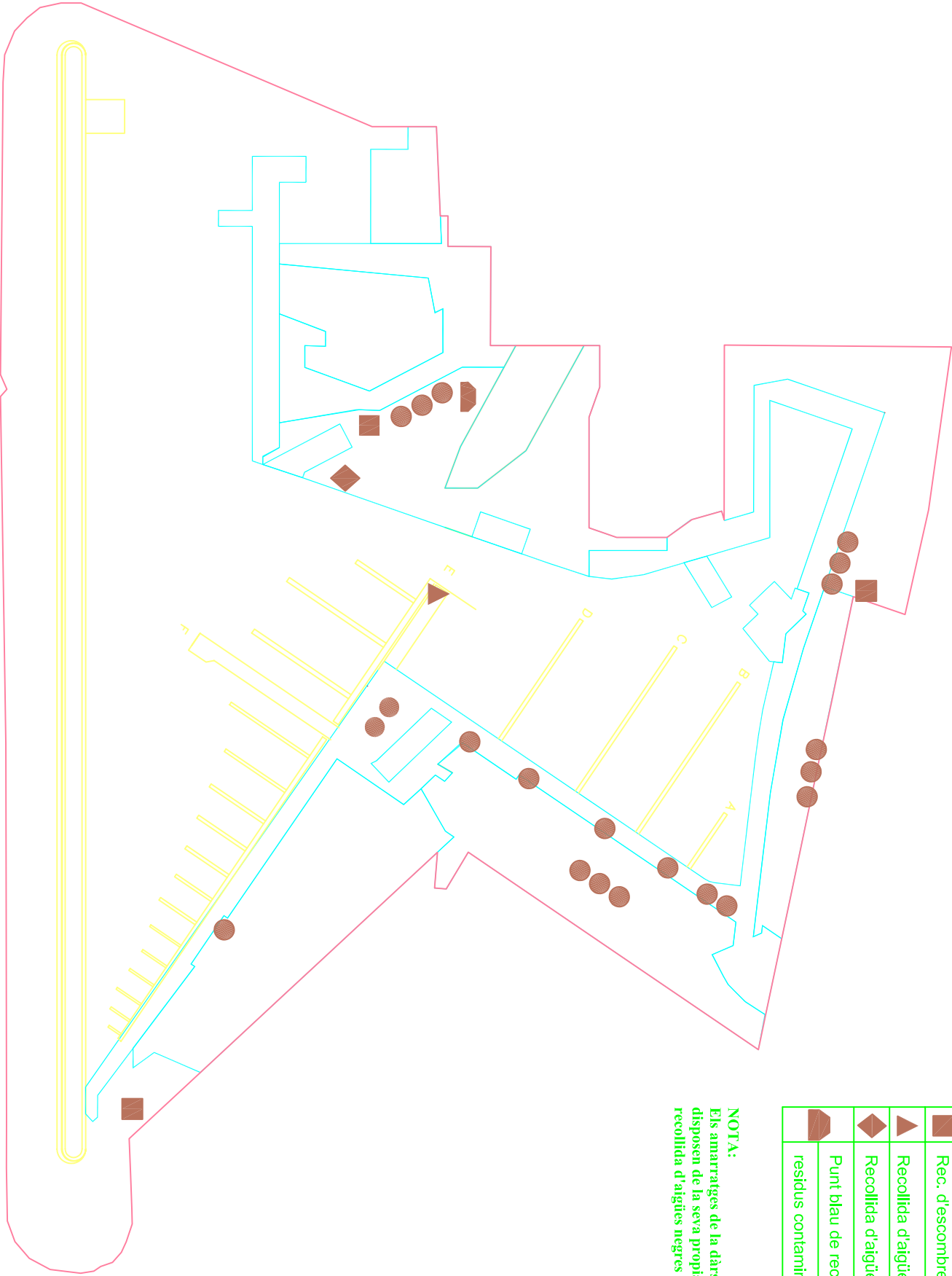
LLEGENDA	
1	Capitania
2	Escar Marina Seca
3	Benzinera
4	Fossars Marina Seca
5	Marina Seca
6	Travellit-Fossar Àrea Tècnica
7	Escar Àrea Tècnica
8	Pantalans



PLÀNOL IV: ZONA D'ABOCAMENT D'ESCOMBRARIES I RESIDUS

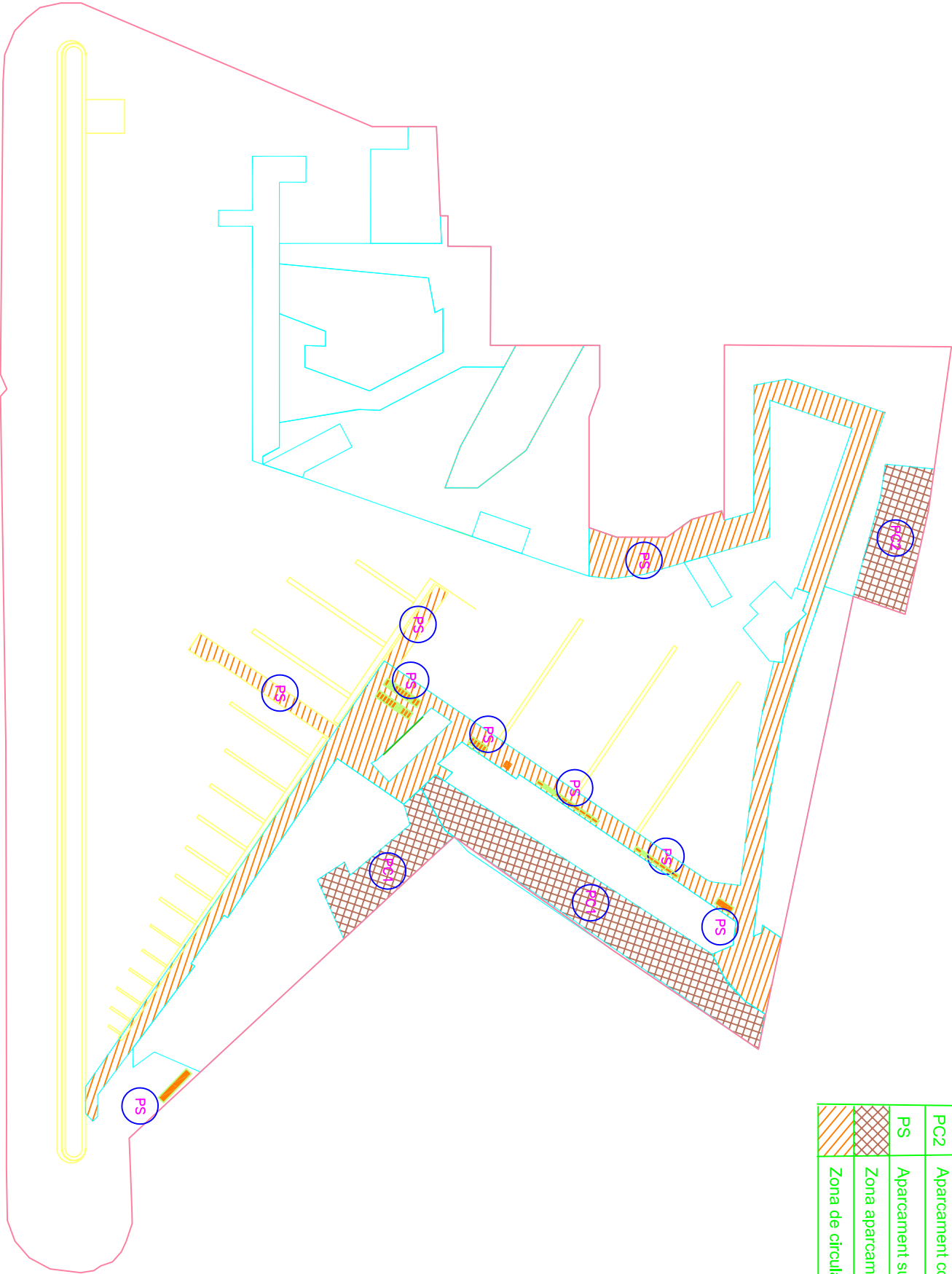
LLEGENDA	
	Recollida d'escombraries
	Rec. d'escombreries voluminosa
	Recollida d'aigües negres
	Recollida d'aigües de sentina
	Punt blau de recollida de residus contaminants

NOTA:
Els amarratges de la dàrsena exterior
disposen de la seva pròpia presa de
recollida d'aigües negres



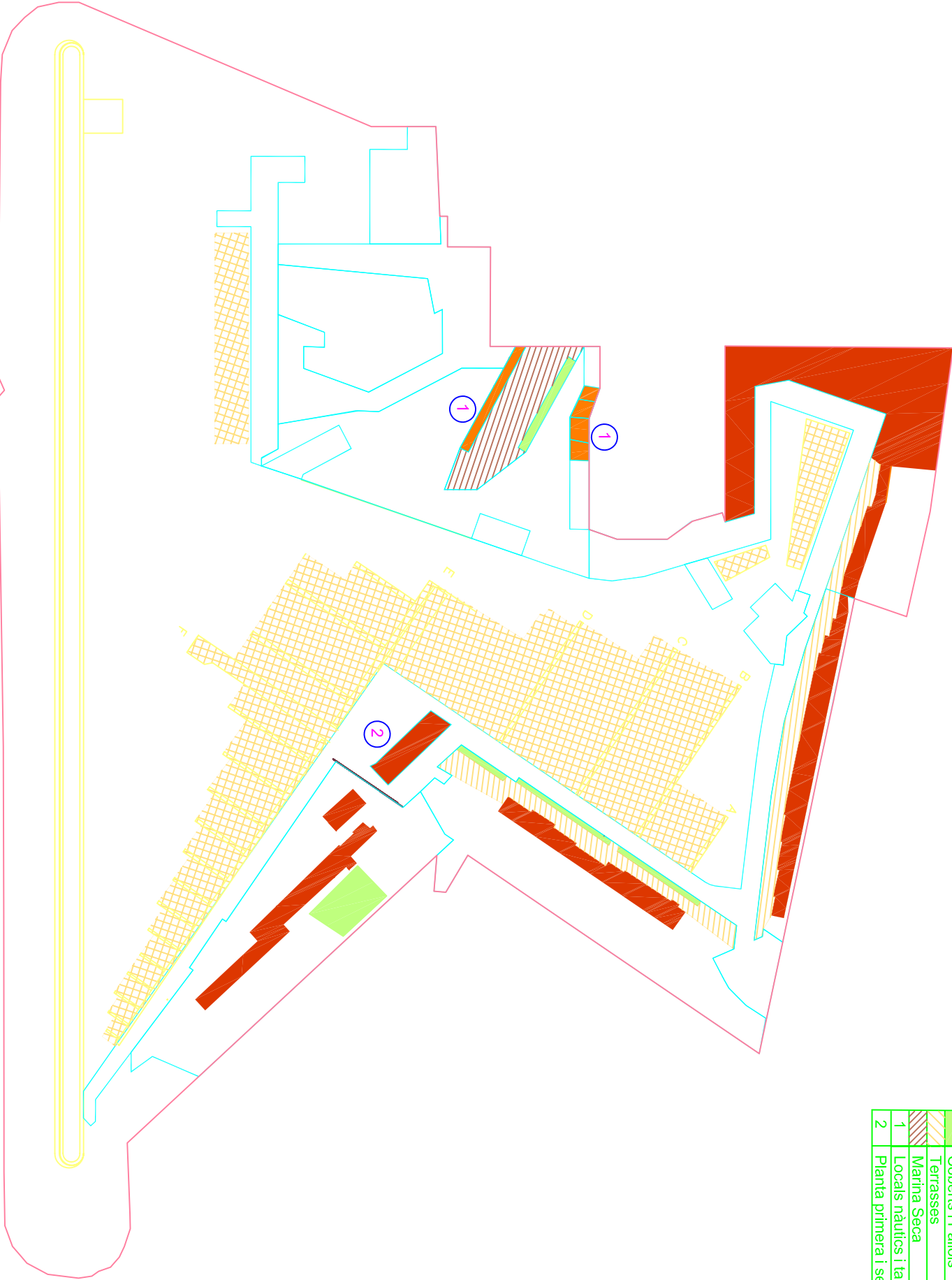
PLÀNOL V: ZONES DE CIRCULACIÓ I APARCAMENT

LLEGENDA	
PC1	Aparcament cobert 1
PC2	Aparcament cobert 2
PS	Aparcament superfície
	Zona aparcament
	Zona de circulació



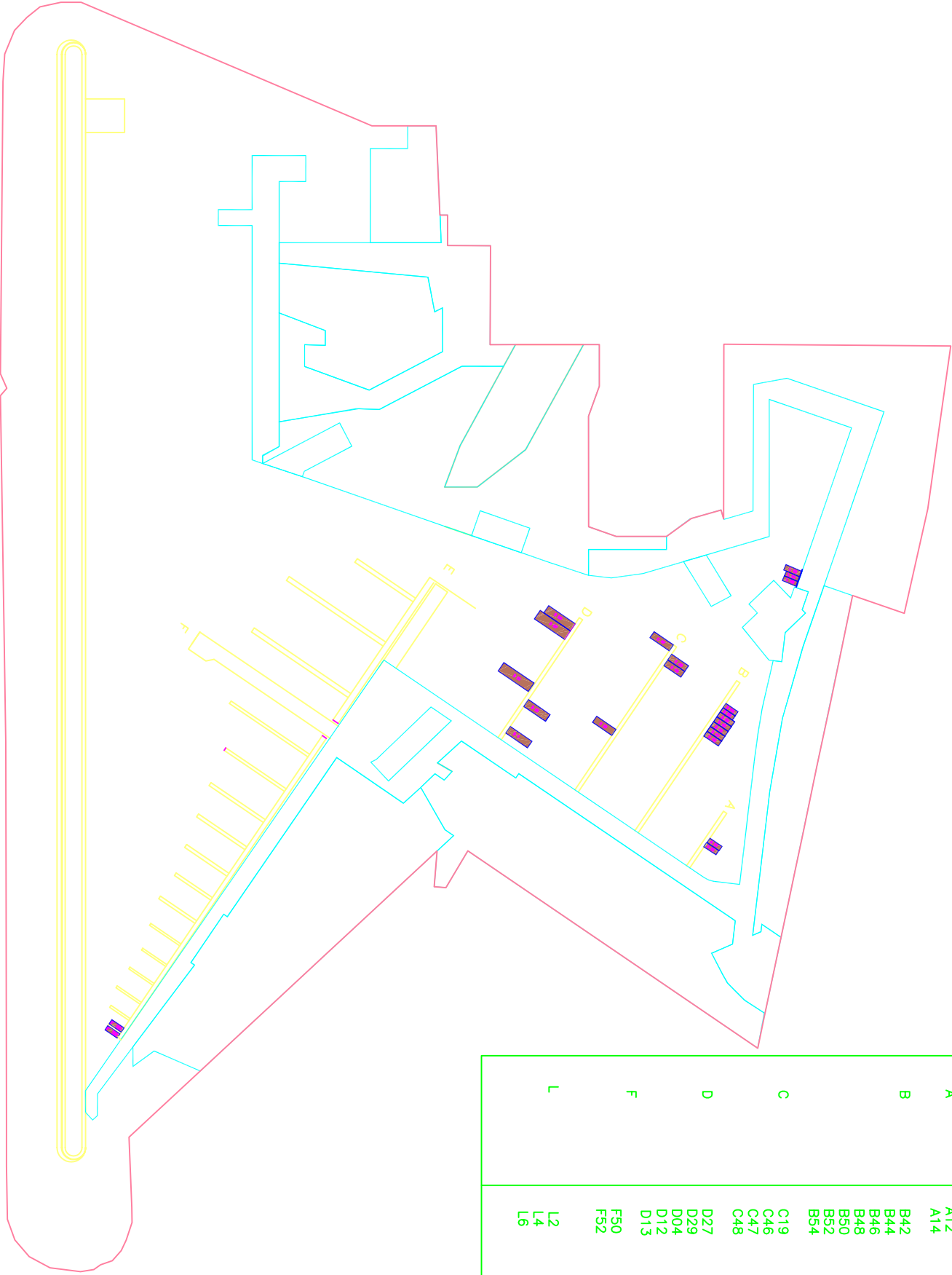
PLÀNOL VI: ZONES RESERVADES A L'ÚS PRIVATIU

LLEGENDA	
	Locals comercials
	Amaratges
	Coberts i Pallols
	Terrasses
	Marina Seca
1	Locals náutics i tallers
2	Planta primera i segona Capitania



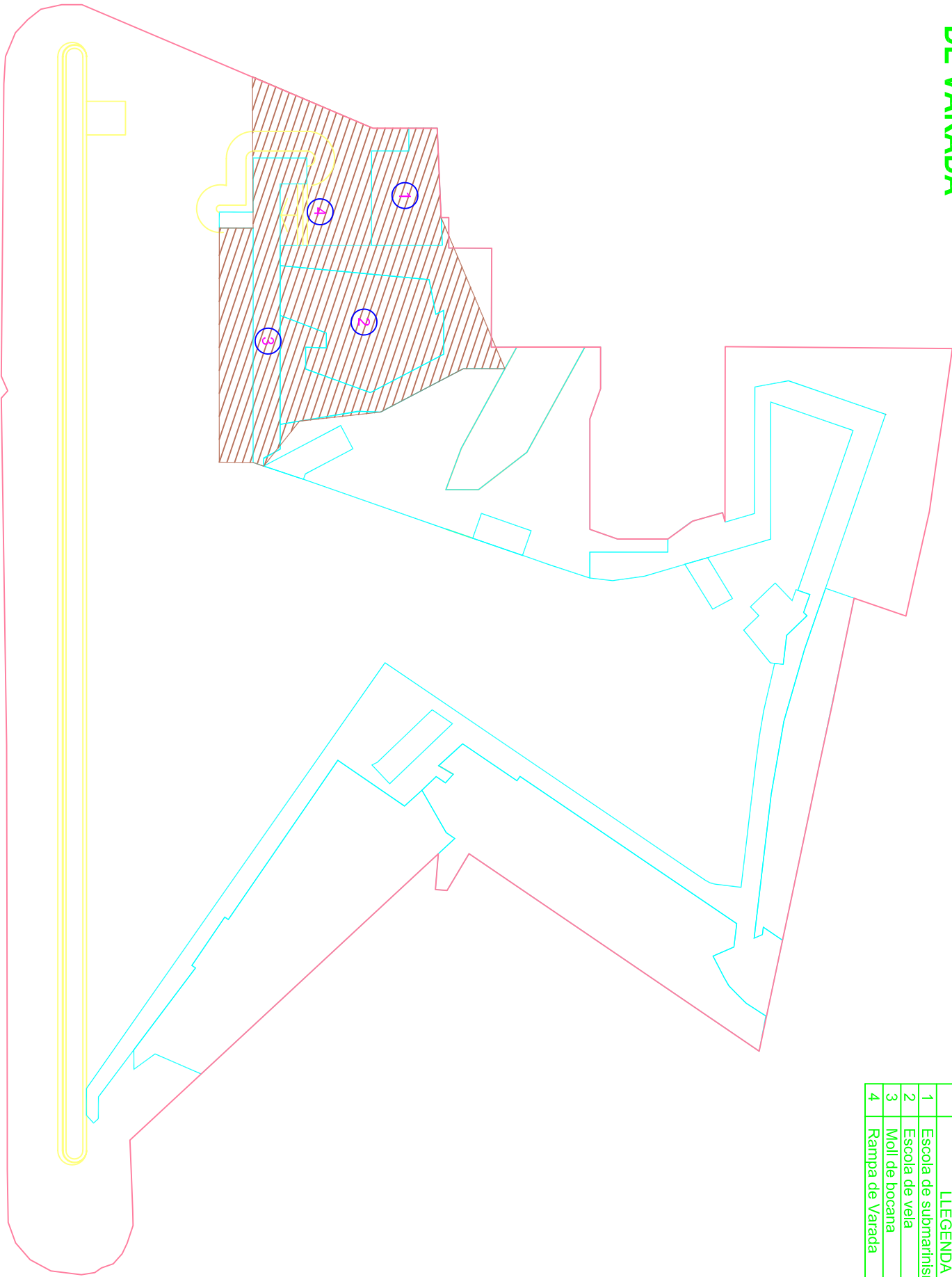
PLÀNOL VII: ZONES D'AMARRATGES D'US PÚBLIC TARIFAT

ZONES D'AMARRATGES D'US PÚBLIC TARIFAT		
PANTALANS	AMARRATGES	DIMENSIONS
A	A12	10X3,5
	A14	10X3,5
B	B42	12X4
	B44	12X4
	B46	12X4
	B48	12X4
	B50	12X4
	B52	10X3,5
C	B54	10X3,5
	C19	16X5
	C46	14X4,75
	C47	16X5
	C48	14X4,75
	D27	25X7
D	D29	22X6
	D04	18X5,5
	D12	18X5,5
	D13	22x6
F	F50	10X3,5
	F52	10X3,5
L	L2	14X4,75
	L4	12x4
	L6	12x4
		12x4



PLÀNOL VIII: ZONA D'ESCOLA DE VELA, SUBMARINISME, MOLL DE BOCANA I RAMPA DE VARADA

LLEGENDA	
1	Escola de submarinisme
2	Escola de vela
3	Moll de bocana
4	Rampa de Varada

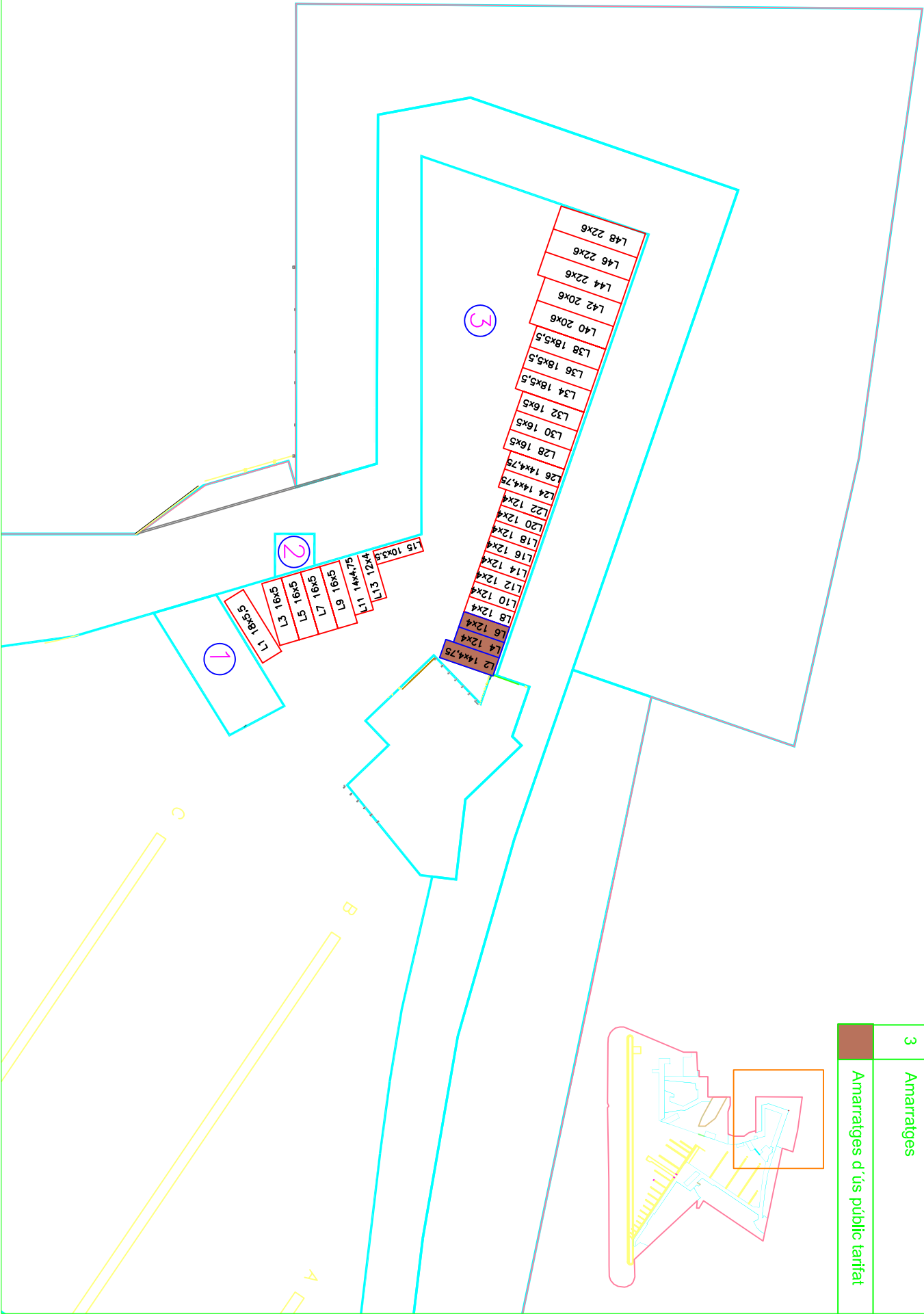


PLÀNOL IX: GENERAL DE LES DÀRSENES

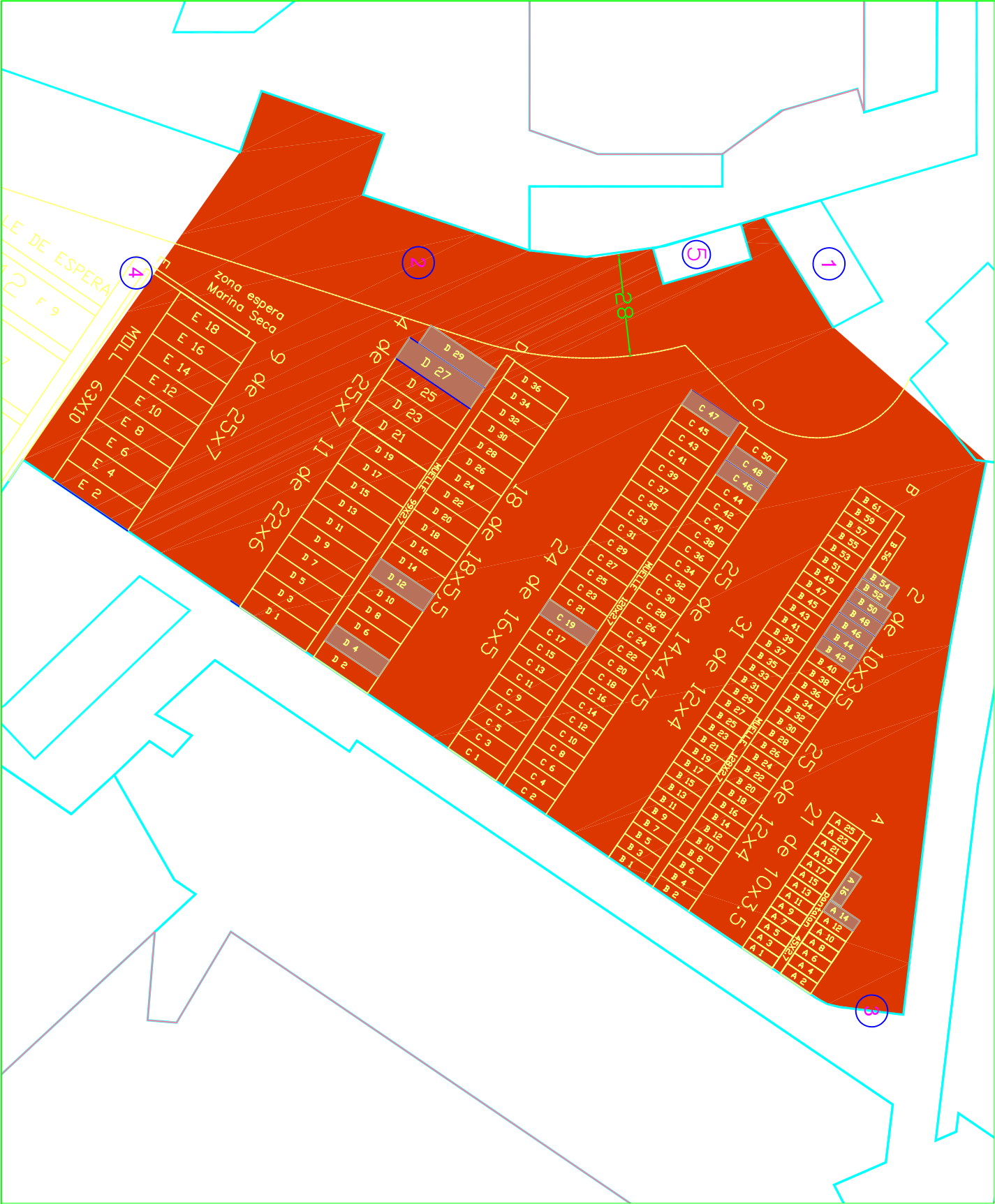


PLÀNOL X: DÀRSENA INTERIOR - ESCALINATA

LLEGENDA	
1	Benzinera
2	Estació Marítima
3	Amarratges
	Amarratges d'ús públic tarifat

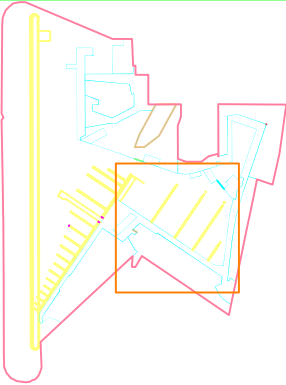


PLÀNOL XI: DÀRSENA INTERIOR - PASSAREL·LA

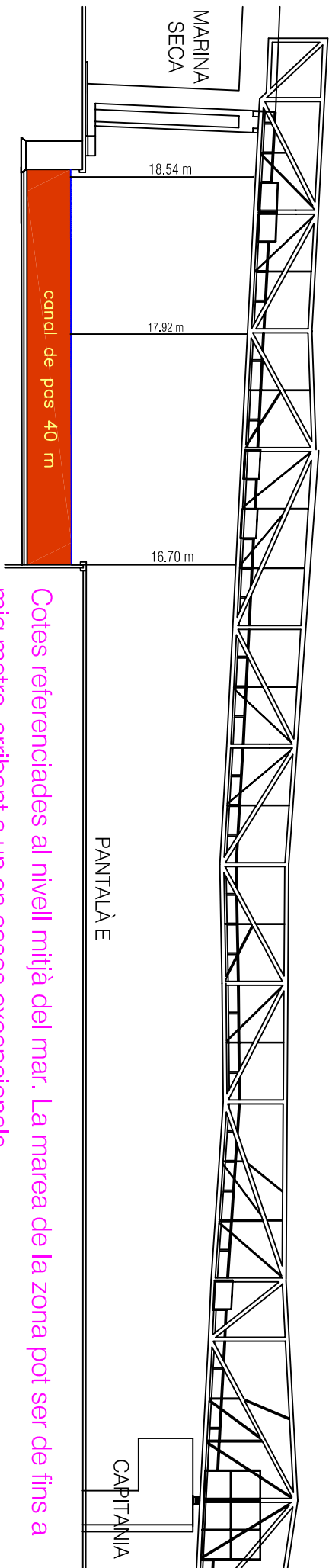
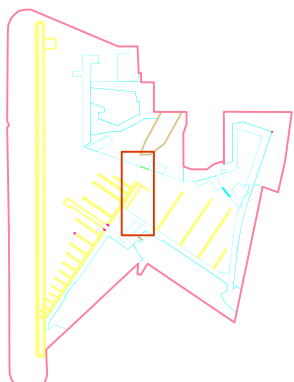


LLEGENDA

- 1 Benzineria
- 2 Canal de pas
- 3 Punt d'absorció d'aigües
- 4 Punt d'absorció d'aigües negres
- 5 Vaixell "Golondrina"
- Amaratges d'ús públic tarifari

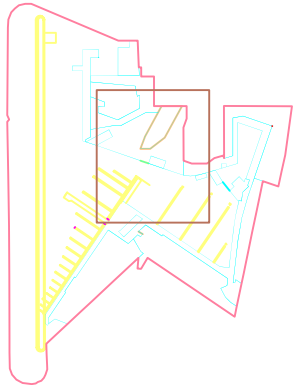


PLÀNOL XII: PASSAREL·LA

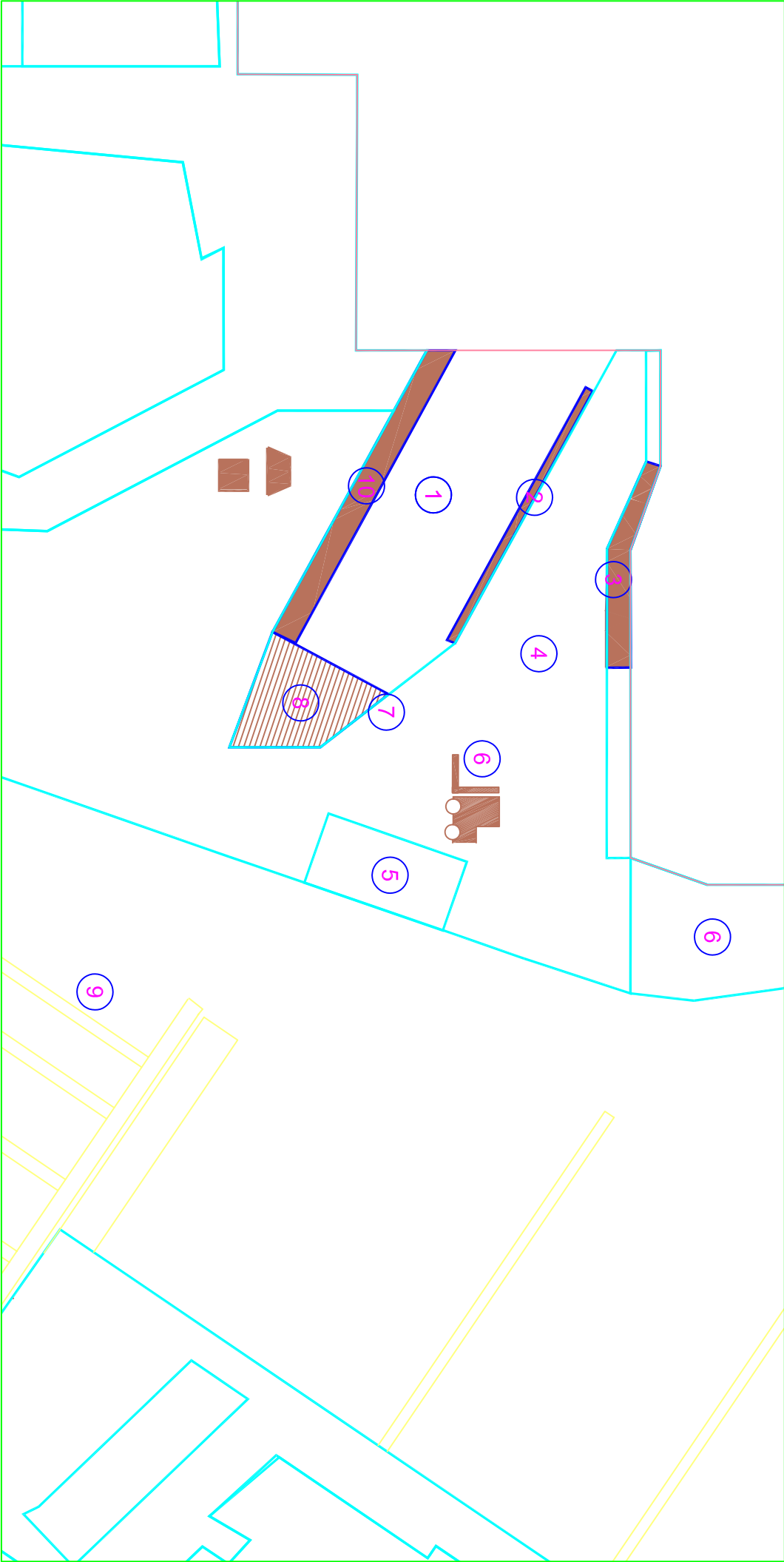


Cotes referenciades al nivell mitjà del mar. La marea de la zona pot ser de fins a mig metre, arribant a un en casos excepcionals.

PLÀNOL XIV: MARINA SECA I ESCAR

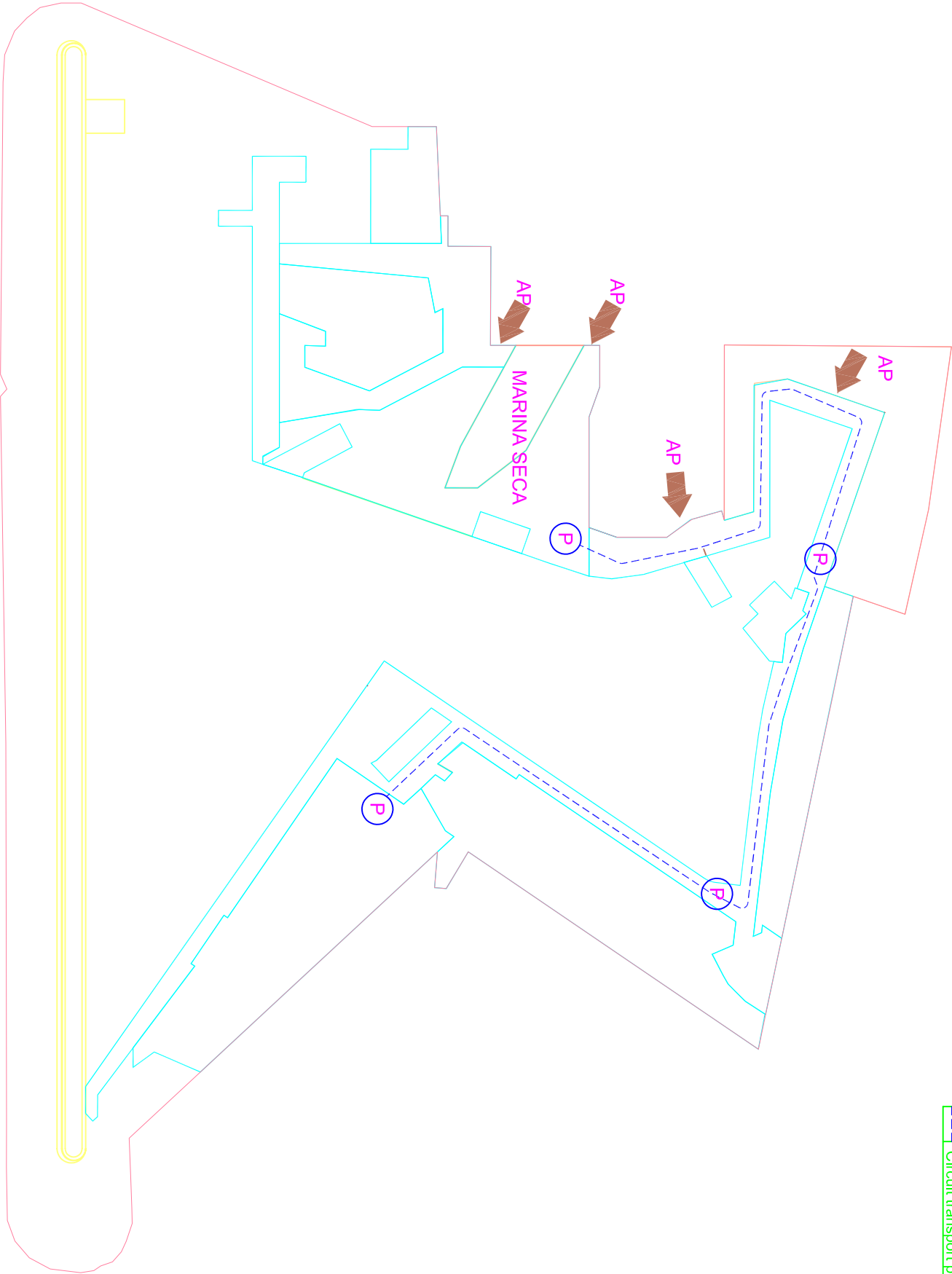


LLEGENDA	
1	Nau
2	Pallois
3	Locals nàutics de venda, reparació, manteniment i rentat
4	Escar- reparació, manteniment i rentat
5	Fossars
6	Forklift
7	Recepció
8	Vestidors, recepció, oficines cafeteria i magatzems
9	Moll d'espera
10	Tallers
	Recollida d'escombreries voluminoses
	Punt blau de recollida de residus contaminants

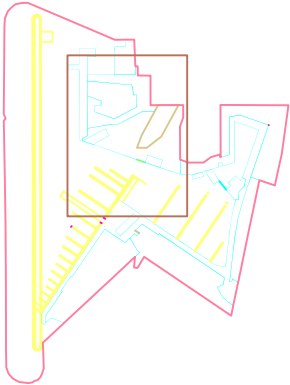


PLÀNOL XV: ACCESSOS A LA MARINA SECA

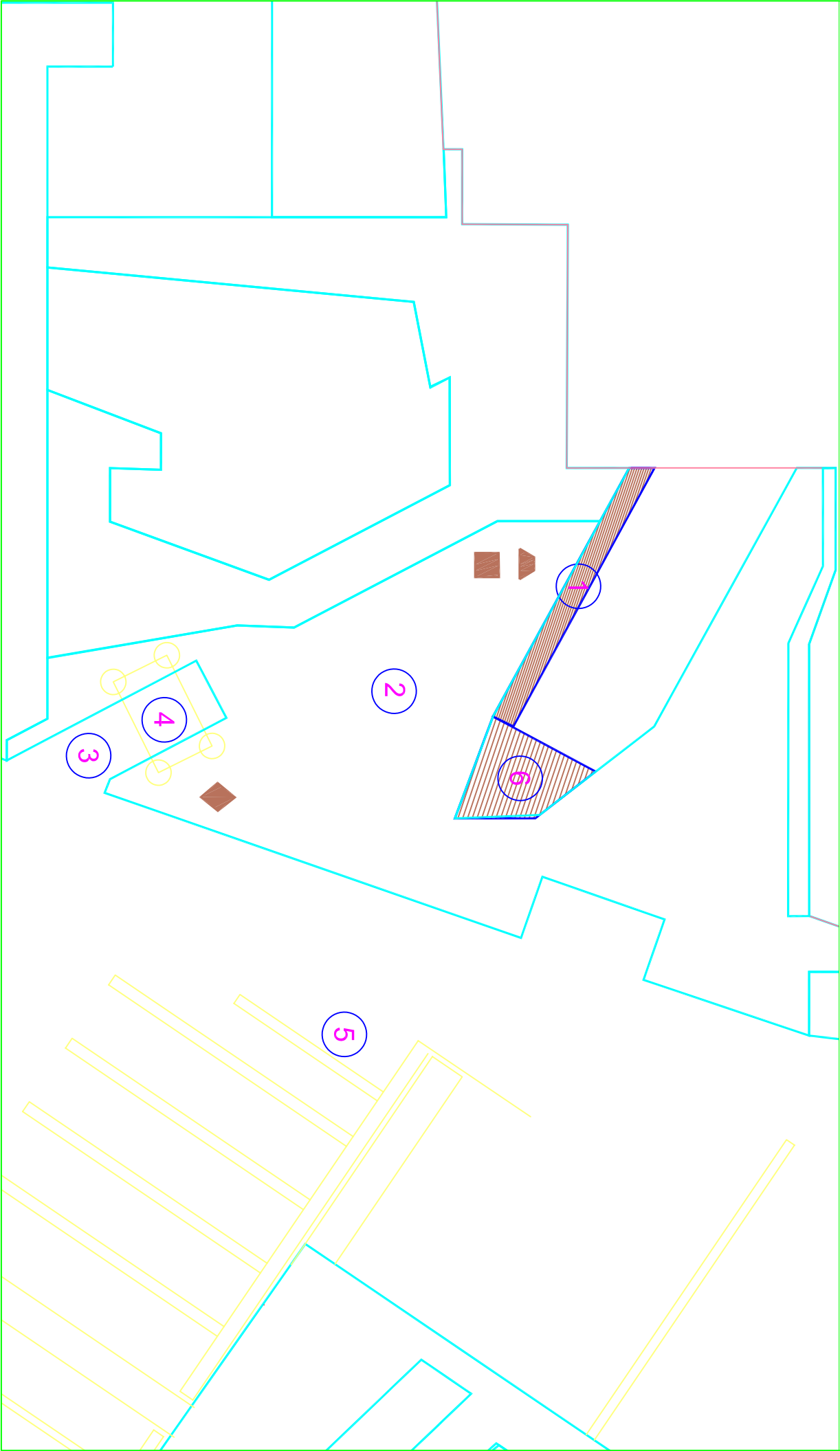
LLEGENDA	
P	Parada transport públic interior
AP	Accés vianants
- - -	Circuit transport públic interior



PLÀNOL XVI: ÀREA TÈCNICA I ESCAR

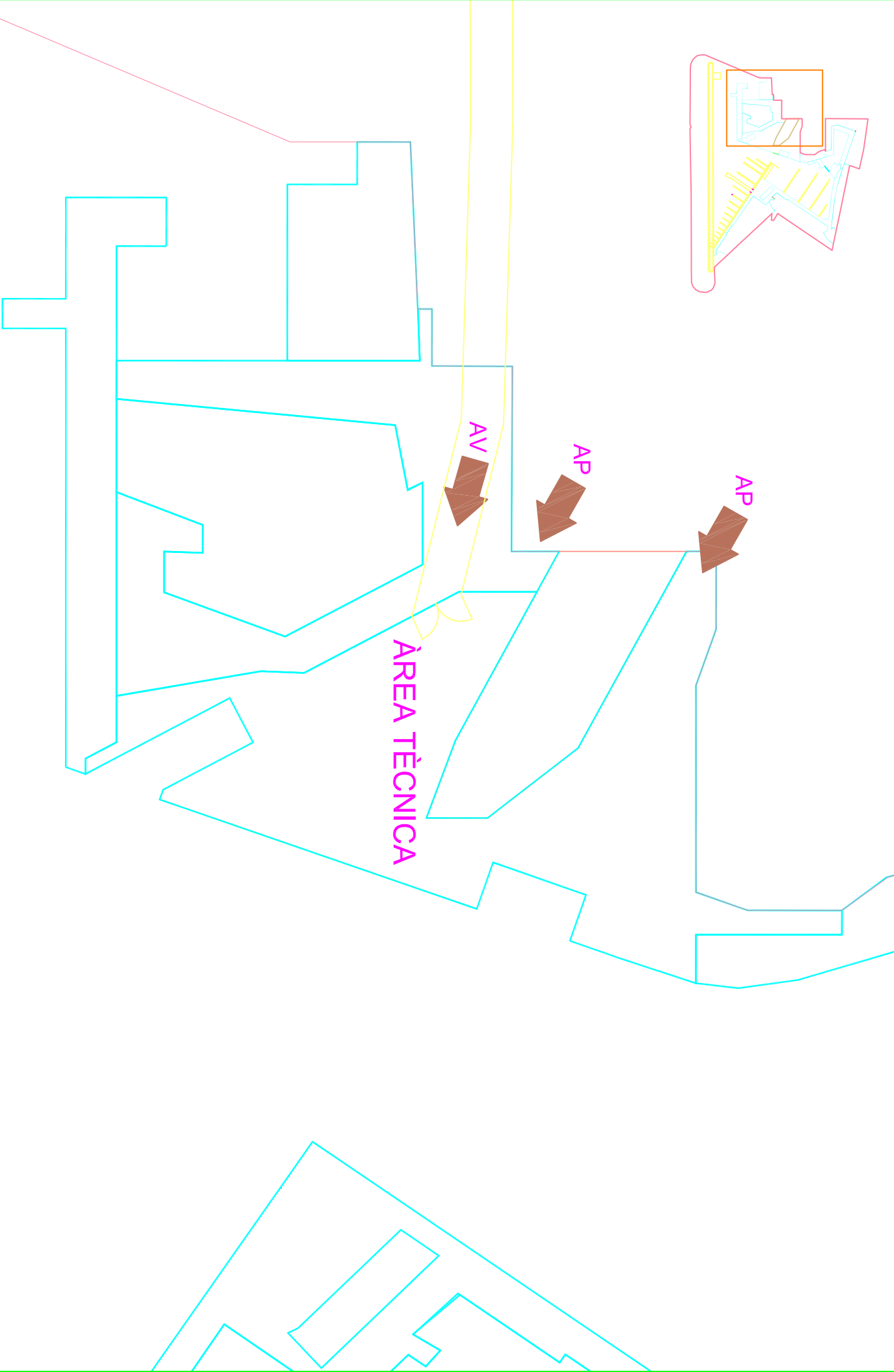
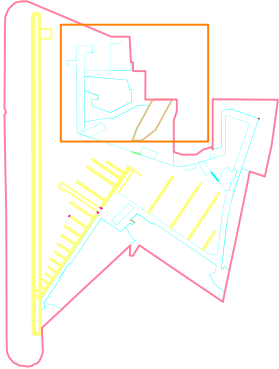


LLEGENDA	
1	Tallers
2	Esplanada
3	Fossar
4	Travelift
5	Moll d'espera de l'àrea tècnica
6	Carantina, recepció i oficines
	Recollida d'escombreries voluminoses
	Recollida d'aigües de sentina
	Punt blau de recollida de residus contaminants



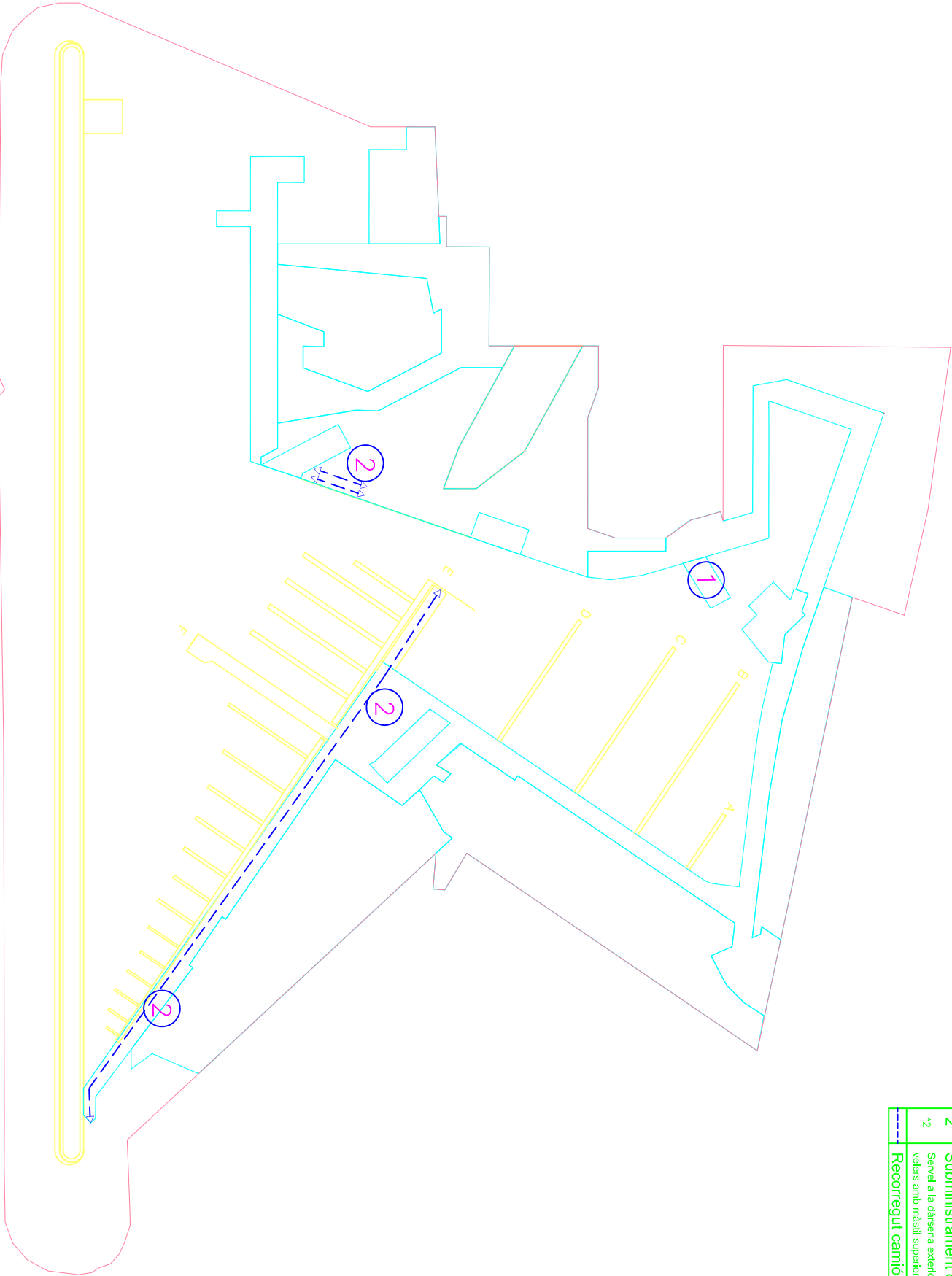
PLÀNOL XVII: ACCESSOS A L'ÀREA TÈCNICA I ESCAR

LLEGENDA	
AV	Accés vehicles industrials
AP	Accés vianants



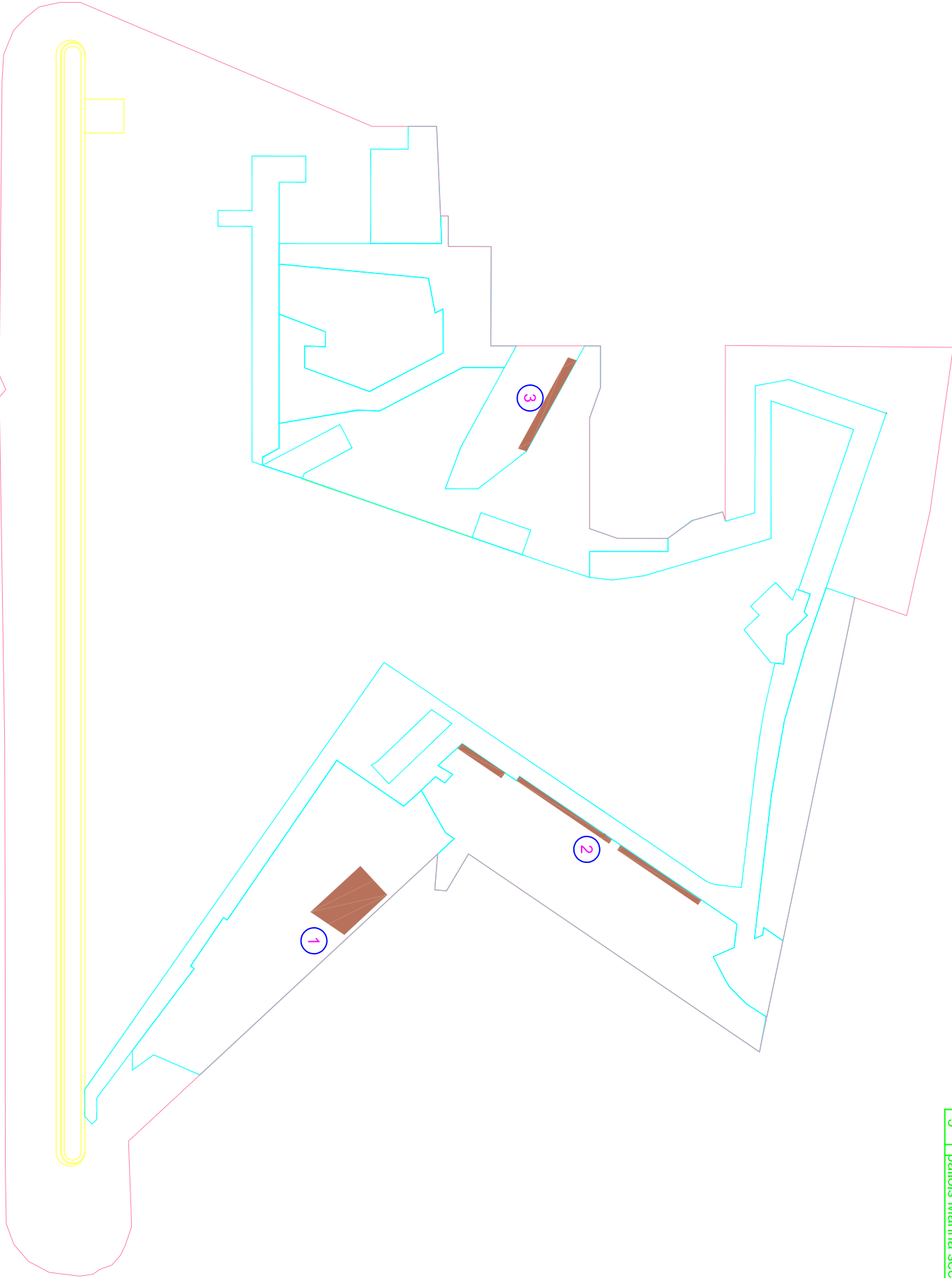
PLÀNOL XVII: SUBMINISTRAMENT DE COMBUSTIBLE

LLEGENDA	
1	Benzinera
*1	Servei a la d'arsena interior
2	Subministrament directe
*2	Servei a la d'arsena exterior (més de 1500 litres o velers amb mastell superior als 16,5 m) i al moll E
---	Recorregut camió cisterna



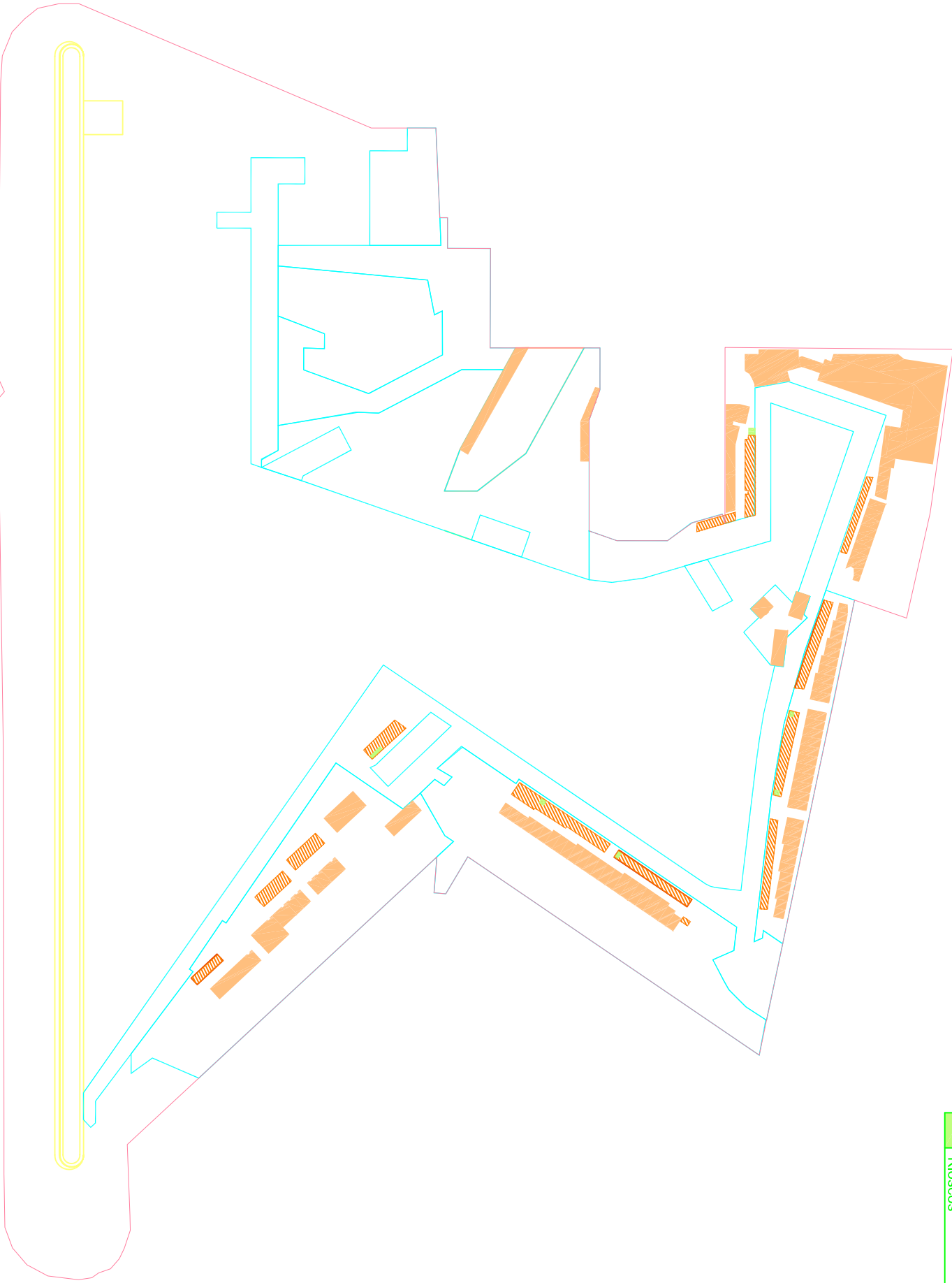
PLÀNOL XIX: PALLOLS I COBERTS

LLEGENDA	
1	Pallois edifici Mar
2	pallois edifici Parc
3	pallois Marina seca



PLÀNOL XX: LOCALS COMERCIALS, TERRASSES I KIOSCOS

LLEGENDA	
	Locals comercials
	Terrasses
	Kioscos



PLÀNOL XXI: DISTRIBUCIÓ D'USOS PERMESOS

	LLEGENDA
	ÀREA 1
	ÀREA 2
	ÀREA 3
	ÀREA 4
	LOCALS NÀUTICS SOTA RAMPA
	BENZINERA

