



**PUERTO BANÚS**  
Marbella 1970

## GENERAL CONDITIONS FOR ACCESS PERMITS TO PUERTO BANÚS

These general terms and conditions govern scenarios in which Puerto José Banús, S.A. (hereinafter, the "Concessionaire") permits access and parking of motor vehicles within the concession port facilities comprising the administrative concession of Leisure Port José Banús (hereinafter, the "Leisure Port" or the "Port").

The contractual agreement between the authorised user (hereinafter, the "User") and the Concessionaire is deemed formally established when the latter provides the User with a magnetic device (hereinafter, the "Card"). The Card then becomes the Operating Permit used to access, drive around and park at the Port subject to the terms and conditions set out below:

### 1. INCLUSION OF GENERAL TERMS AND CONDITIONS

Users (i) herein declare these General Terms and Conditions were made available to them before entering into the Agreement, either by publication on the port website: [www. Puertobanus.es](http://www.Puertobanus.es), or as provided by the Port Control Tower (hereinafter, the "Puerto Banús Offices") and (ii) herein expressly accept that the aforesaid general Terms and Conditions are deemed included into the Agreement and apply to the User upon provision of the Card, forming an integral and necessary part of the Agreement.

At all events, access to and the presence of Users in Port facilities is governed by resolution of the Regional Government of Andalusia, Regional Department of Public Works and Transport, of 30 December 1998, partly amending the Resolution of 1 June 2004 which passed into law the Order governing open areas of the Puerto José Banús concession zone. Users must furthermore adhere at all times to orders and instructions given by Concessionaire personnel at the Port carrying out their duties.

These rules and regulations are compulsory and binding for all persons entering the Port by vehicle, without prejudice to applicable legislation in force.

### 2. PERMIT APPLICATION

Vehicle permit applications must be set out on the standardised form available on the website: [www. Puertobanus.es](http://www. Puertobanus.es) and/or at Puerto Banús Offices and applicants must provide the documents referred to on the form.

Permits are issued for periods of one month, three months or a year and allow vehicles to enter the Port and to use specially configured parking spaces for the purpose. Monthly and three-monthly permits are provided on the basis of calendar months. Annual permits run from date to date as established at the time of issue.

Owners of vessels in transit in the Port may request and obtain permits for vehicles to access the Port whilst they are moored in Port. Periods of less than one month will be authorised by means of a card for the full month corresponding to when the vessel entered the Port and days charged at the monthly tariff for dates the operating permit was used must be settled when the vessel leaves the port. In instances when this rule applies to vessels in transit using mooring berths owned by others, not the concessionaire company, the provisions established at Article 8 d) Port Service Regulations, Terms and Conditions must necessarily be met.

It is deemed a qualifying condition for processing a permit application, and for continuing to hold the Operating Permit, to be up-to-date in relation to any quota share, tariff, fee, rent payment or consideration of any kind having to do with Port exploitation.

Puerto José Banús reserves the right to authorise free use of parking spaces by vehicles of any person or persons approved by the Port authorities and may also remove access control for individual vehicles at certain times of year and, at all events,



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for official service vehicles and emergency services vehicles performing their duties. Equally, Puerto José Banús reserves the right to carry out promotional activities

### **3. OPERATING PERMIT**

Cards permit access for a maximum of three vehicles, although not simultaneously, and only if duly authorised in advance. Holding a Card does not guarantee availability of parking spaces. Cards and other established devices belong to Puerto José Banús. Cards are considered for all purposes as acknowledgement or receipt of Port access and/or vehicle parking permit entitlement. The User or, by default, the driver of an authorised vehicle must present the Card and vehicle documents upon request by Puerto Banús personnel or authorised persons at all times.

Puerto José Banús issues a strictly limited number of cards, to guarantee vehicle traffic flow and the likelihood of finding parking.

Puerto Banús may cancel Cards due to improper use and without prejudice to attending to relevant claims filed in that scenario. At all events, cards are automatically cancelled at the end of each period of use.

Examples of improper Card use include failure to comply either with these General Conditions, or with applicable rules established in the Port Service Regulations, Terms and Conditions; using the Card to bring in unauthorised vehicles; and lending or assigning a Card to anyone other than Authorised persons.

There is a prohibition on assigning Cards or related access rights. If a card is lost or becomes damaged, the loss should be notified immediately. Users should request replacement cards from the Concessionaire and must pay the corresponding issue cost.

### **4. TARIFFS**

The current general tariff list is available at all times on the Port website: [www.puertojosebanus.es](http://www.puertojosebanus.es) and in Puerto Banús offices.

The Customer must pay the price and validate the Card in advance, using a credit or debit card or bank transfer for the payment. Puerto Banús may make offers and/or special tariffs available separately to the general tariff regime, at the entire discretion of Puerto Banús, at any time and to be contracted pursuant to the Terms and Conditions established by Puerto Banús for each type of User. Puerto Banús may equally sell Port Cards as part of broader Commercial Packs that may include supplementary services or added value. In that instance, Card acquisition is governed by terms and conditions established by Puerto Banús for that Commercial Pack.

### **5. ACCESS**

No vehicles may access, move around or remain in the Port Area, except those pertaining to titleholders of rights to use mooring berths and persons expressly authorised by the Concessionaire pursuant to these General Terms and Conditions and other applicable regulations.

The Concessionaire may prohibit or restrict movement around the Port at given times of the year and in certain areas. Limitations or prohibitions may be permanent or apply to limited periods or during specific hours. Access limitations must always be designed on a non-discriminatory basis. Also, restrictions on individual access rights may not be put in place to the detriment of rights acknowledged in the legal system for all citizens. At all events, vehicles shall be prevented from accessing the Port Area when the designated parking is full with more than 90% of spaces occupied.

The Concessionaire may legally refuse entry to poorly maintained vehicles or to



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vehicles with characteristics presenting possible hazards for the Port, commercial establishments, pedestrians or passers-by.

Other than vehicles supplying fuel to the Port service station and duly authorised by the Concessionaire, vehicles transporting fuel or explosive or hazardous materials are prohibited from entering the Port.

Vehicles with advertising content may not enter the Port area unless expressly authorised by the Concessionaire.

Only vehicles authorised by the company Puerto José Banús, S.A. may access pantalan wharves 1 and 2 or the Eastern Dock [Dique de Levante], solely and exclusively.

## 6. CIRCULATION

Users may only enter and leave the Port through entry and exit points established for the purpose and must, at all times, adhere to legislation on movement of vehicles and safety regulations, obeying all signs in the Port area and also, as the case may be, any instructions given by Puerto Banús employees or authorised personnel.

Vehicles may only be left with the engine running whilst moving around the Port area or during entry and exit manoeuvres from authorised parking spaces, but never when a vehicle is at a standstill. Vehicles are only authorised to reverse in the Port area whilst parking.

If a vehicle breaks down, the Customer must inform Puerto Banús personnel and follow their instructions.

Insofar as possible, Users agree to adhere to the following recommendations whilst moving around the Port area:

- a) Vehicles must always be kept in gear when on the move.
- b) Vehicle lights must be kept on at all times when moving around the Port area.
- c) Vehicles already carrying out parking manoeuvres when another User enters or exits the Port must be given priority.

## 7. PARKING

Vehicles may only use the corresponding specific reserved parking areas, according to the type of permit held by the User and may not in any event remain within the Port Area for longer than 24 hours. Puerto José Banús reserves 5% of available parking spaces for Users with monthly permits; a further 5% is available for applications for three-monthly permits and an additional 5% of the total number of parking spaces is allocated for Users in transit. At all events, applications for annual cards are given priority over all other applications and applications for three-monthly cards have priority over monthly cards.

Users classed as "suppliers" may only access port areas between 07:00 hours and 13:00 hours on any weekday, excluding Sundays and holidays when they may not enter the port. On Mondays and on days immediately following national or local holidays, suppliers may only access port areas after 14:00 hours.

Use of a parking space for any purpose other than to occupy the space to park a vehicle is completely prohibited unless expressly authorised by Puerto José Banús S.A., as well as occupancy and/or use of a vehicle for any purpose whilst parked. The following are specifically prohibited:

- a) Carrying out repairs to or cleaning a vehicle.
- b) Moving and/or handling vehicles belonging to other Users.



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- c) Leaving any rubbish, waste, hazardous materials or objects and/or animals inside the port area, whether inside or outside the vehicle.
- d) Holding meetings, carrying out sales, collecting from or delivering to other Users or leaving advertising leaflets on vehicles stop
- e) Causing flames and/or handling electronic apparatus.

Insofar as possible, Users must agree to adhere to the following recommendations throughout their stay in the Port:

- a) To keep parked vehicles locked, duly parked, with the handbrake on and windows closed.
- b) Not to leave any valuable items in vehicles.

## 8. REMOVAL OF VEHICLES

The Concessionaire is authorised to remove vehicles parked outside the marked areas if they hinder movement of vehicles within the Port area, and in all instances when a vehicle position prevents maritime assistance to vessels or is seriously detrimental. Towed vehicles will be kept in an area allocated for the purpose within the Port or, as the case may be, at the local municipal car pound. The vehicle owner or user must pay costs incurred, if any, before leaving with the vehicle. The Concessionaire may request the collaboration of the municipal tow service or corresponding Local Authority agents, if deemed necessary for proper Port operation.

Operations referred to in this section are carried out on account of and at the risk of the owner.

## 9. LIABILITY

Users acknowledge and accept that they enter and use the Port area on a voluntary basis, exclusively of their own free will. Access and parking is only granted for permitted areas and entirely at the User's liability, especially when a risk exists of falling to dock level. Puerto José Banús cannot be held liable for objects left in vehicles, nor for damage to User vehicles or injury to Users or accompanying persons, incurred as a consequence of conduct of other Users nor any occurring as the result of robbery, fire or explosion.

Users will be held liable with regard to Puerto Banús for damage caused by permitted vehicles occurring due to breach of User obligations or recklessness whilst driving the vehicle within the Port area. Also, Users expressly waive entitlement to bring any judicial or extrajudicial legal action against Puerto Banús arising from own action or omission by the User. Users furthermore acknowledge that Puerto Banús is entitled to recover from the User the amount of obligations to compensate damages if the damage was caused by the User despite being claimed against Puerto Banús.

Users may equally be held liable for any damage or personal injury the User causes to persons or goods of any kind, and hereby releases Puerto Banús from third party liability for personal injury or damages of any kind either caused by or brought about by the User. Additionally, Puerto Banús assumes no liability with regard to actions or omissions of Users or Visitors to the Port to the extent that the origin, occurrence and production of such personal injury or damages are entirely beyond its control.

## 10. FORCE MAJEURE

Force Majeure exists when contingencies, circumstance or causes occur that are beyond the control of Puerto Banús. Puerto Banús may not be held liable with regard to the User for any loss, damage or harm arising from breach of or failure to comply with its obligations as a result of Force Majeure.



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## PERSONAL DATA PROTECTION

The User is hereby informed that Puerto Banús will process data and information provided to formally establish this Agreement, and also as collected during the agreement term, for administrative, economic and commercial management purposes regarding the Agreement. This may include the provision of Puerto Banús and third party promotions and even by Internet, if the User agrees, as well as for compliance with all compulsory legal obligations. Personal data will be processed during the Agreement term and until all liability arising from the Agreement and/or from data-processing is extinguished. Users may exercise rights acknowledged in current data protection legislation by letter addressed to TORRE DE CONTROL PUERTO JOSÉ BANÚS, 29602, MARBELLA and should include a photocopy of the User Personal ID card/Passport, stating which right or rights the User wishes to exercise.

### 11. CLAIMS

Puerto Banús ensures claims forms are available for Customers at Puerto Banús Offices.

### 12. LAW

This Agreement shall be construed in accordance with Spanish law.

### 13. CONTACT DETAILS

All queries or comments should be addressed to Puerto José Banús S.A. and sent by the following means:

Puerto José Banús S.A.  
Torre de Control  
José Banús 29660 -  
Marbella

Tel: 952 909 800 / Email: [clientes@puertojosebanus.es](mailto:clientes@puertojosebanus.es)