



PUERTO BANÚS
Marbella 1970

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SPECIAL PORT SERVICE REGULATIONS, TERMS AND CONDITIONS

NUEVA ANDALUCIA - MARBELLA (MALAGA)

PURPOSE AND SCOPE OF THESE REGULATIONS

Article 1.- These Regulations describe the service rules and terms and conditions governing the use and enjoyment of Puerto José Banús waters, works, utilities, sites, facilities and services throughout the period for which this concession is granted. All persons and things within the Port area, even if temporarily present, are subject to these provisions whilst inside service areas and without prejudice to the duty to abide by all applicable legislation and guidelines issued for the purpose by the Marine Authorities and other competent bodies.

Article 2.- Puerto José Banús was planned, designed and built by a private Entity and the Ministry of Public Works permits exploitation of the Port as a concession, subject to which the Port waters may be used by tourism and leisure vessels throughout the concession term. According to current law, the aforementioned Ministry is responsible for the technical aspects of auditing the concession exploitation and, therefore, any claims brought by Port users will be decided by that Ministry in the final instance.

Article 3.- Waters deemed attached to works and facilities subject of the concession as granted are divided into two Zones: Zone I, for official port use only, and Zone II, others.

ZONE I. Zone I refers to the area between the coast, running from the internal dock façades to the line that joins the docks endpoints, i.e. the area between the Levante Dock [Dique de Levante], Levante Dock-Quay [Dique-Muelle de Levante], Ribera Quay [Muelle de Ribera], East Seawall of the Benabolá Dock-Quay [paramento Este del Dique-Muelle de Benabolá], Oil Tanker Quay [Muelle petrolero], Benabolá Dock [Dique de Benabolá], Benabolá Breakwater [Espigón de Benabolá] and the line drawn from the end of the latter to the southernmost point of the first.

ZONE II. Zone II measures one mile wide from the shore and comprises the area between the extended dual lines that mark the concession sites borders.

When applying the relevant tariffs for the waters subject of the concession, the whole of Zone I is deemed the inland Port dock area and all other Port waters are deemed external dock areas, i.e. Zone II.

Article 4.- Sites, works and facilities comprising the Port service areas are defined as all sites, works and facilities subject of the concession granted i.e. located between the line bordering the maritime-land area to the North; the waterline to the South; the Verde River to the East and a line drawn following Ministerial Order of 26 February 1968, which granted the concession, and running some 17.5 metres Westerly of landmark MP-18 (which marks the first line to the West side) and except for privately owned sites, facilities or works located within that area, as currently established in law.

Article 5.-All vessels owned by natural or legal persons holding titles to Mooring Berths or owned by other duly authorised entities may use the Port waters and facilities. All vessels authorised to use the Port are required to comply with statutory, maritime, customs-related, tax-related and all other regulations established in legislation and must, at all events, visibly carry an inscription stating the vessel name and registration number for identification of the owner.

Article 6.- Ribera Road [Camino de Ribera], i.e. to the North of the Ribera quay, has been designated for public in accordance with the Ministerial Order that granted the concession.

Ribera Road, designated as stated above for public service, may only be used for movement of vehicles. Parking of any type of vehicle on Ribera Road is entirely prohibited and no goods or materials of any kind may be left on the roadway.

Traffic regulations applicable to dual carriageway public highways apply when driving on Ribera Road.

When no Port Authority Agent is present to direct traffic along Ribera Road, all users must follow the traffic signs located at points along the road or obey directions from Port Management road traffic personnel responsible for traffic in that regard, and should drive so as to avoid hindering the movement of traffic, with no improper use of the road.

Port Management will process corresponding reported breaches of these regulations by application of legal regulations in force at the time.

II

RULES FOR USE AND ENJOYMENT OF THE ADMINISTRATIVE CONCESSION AND WORKS COMPRISING THE PORT AREA

Article 7.- The port area itself is physically and legally divided, for proper exploitation purposes, into different sequentially numbered types of mooring berths on quays, pantalans and docks. These are differentiated according to surface area measurement and location, attachments and fitments for separate and exclusive use and enjoyment.

Each mooring berth implicitly carries a right to use common elements and services of the port area itself: the 6 metre wide roadway, calculated inland from the sea line against the quays, referred to as the access road; the docks, quays and pantalans; constraint anchors, inland waters; lights; general utilities networks for water, electricity, telephone, television and other utilities; all except the vessel elevation ramp and fuel supply stations.

The Concessionaire company “Puerto José Banús de Andalucía la Nueva, S. A.” is expressly authorised to assign use and enjoyment of separate works areas, by mooring berths, subject to the time periods and concession restrictions as established herein. All such mooring berth entitlements may also be segregated and be subject to successive assignments.

Assignment of mooring berths will be recorded in the name of the respective titleholders, upon presentation of the corresponding document as evidence of ownership, into a Mooring Berth Logbook duly divided into sheets carrying the Marbella Regional Court stamp, or duly processed by a Notary Public, and kept by Port Management. There is a separate sheet for each mooring berth, officially recording the name of the first titleholder and successive titleholders, together with service addresses for notification purposes. Titleholders must necessarily be recorded in the Logbook before they can be deemed in possession of the mooring berth. Beyond the above, mooring berth titleholders have no rights or obligations in relation to any other areas or elements of the port concession and “Puerto José Banús de

Andalucía la Nueva, S. A." is deemed the titleholder in those regards. The latter assumes all such rights and obligations before the Administration.

Article 8.- Titleholders of mooring berths may:

a) Moor and anchor vessels on the inland sea area designated to each assigned mooring berth, as often and as long as appropriate in each instance, using buoys, chains, bollards and other mooring berth elements for the purpose.

b) Unload, load and provisionally hold materials, vehicles, tools and equipment necessary for navigation.

c) Connect to general utilities networks for lighting and electricity, television antennae, telephone and water at the outlets or power points for those services in the power distribution boxes designated for each mooring berth or group of mooring berths, upon payment of the corresponding tariffs.

d) Allow third parties to temporarily use the mooring berth and implicit services, seeking prior authorisation from the Port Management and in accordance with tariffs established for the purpose by Port Management.

Article 9.- All other persons not titleholders of mooring berths or persons authorised to use mooring berths, pursuant to section d) of the previous Article, may use the various port area facilities for passengers to disembark, embark, visit the port or to provisionally remain at the port and also for loading and unloading, leaving at the port or provisionally placing vehicles, fuel, supplies, equipment and other items required by vessels and permitted for individual use under these Regulations, upon payment of the officially approved tariffs.

Article 10.- Mooring berth titleholders must pay all the corresponding costs for conservation, upkeep, repairs, maintenance and use of the facilities, parts or elements of common works and services available for general use, pursuant to Article 7. Titleholders of mooring berths must also pay costs incurred by Port executives, technicians, administrative clerks or employees of any kind,

necessary for the port area itself to be normally exploited and operational, as well as company costs, taxation, fees, local taxes and insurance.

For the purposes of the previous paragraph, a quota share is allocated to each of the various mooring berths, stated in ten thousandths and serving as the template for calculating shares of general costs. Payment of quota shares is compulsory and even if a given service or facility is not used the requirement to pay the quota share still applies.

Established quota shares, according to the various mooring berths, are as follows:

Category I	-----	57.1 ten thousandths
Category II	-----	49.6 ten thousandths
Category III	-----	41.9 ten thousandths
Category IV	-----	38.23 ten thousandths
Category V	-----	34.3 ten thousandths
Category VI	-----	24.7 ten thousandths
Category VII	-----	19.1 ten thousandths
Category VIII	-----	11.5 ten thousandths
Category IX	-----	5.7 ten thousandths
Category VIII seasonal	-----	5.7 ten thousandths
Category IX seasonal	-----	2.9 ten thousandths

The aforesaid quota shares or ratios were calculated bearing in mind the mooring berth category, location and assumed use of common elements and services.

Article 11.- All users of mooring berths, whether owners or not, are furthermore obliged:

a) to have due regard both for general facilities and facilities exclusively used by another titleholder.

b) to act with due diligence when using the mooring berth, ensuring it is kept in a good state of conservation and perfect working order, exactly as received, without improvements or detriment; to carry out works and repairs which, if they were not

carried out, would be detrimental to the Port facilities and services. Furthermore, if such aforesaid works and repairs are not duly carried out, they shall make good damages arising from direct carelessness or carelessness on the part of persons for whom they are responsible.

c) to accept liability for faults and damage caused to installation, works, networks, roads and general services, as well as to mooring berths and possessions of other titleholders. Amounts due for repairs necessarily carried out for such reasons shall be on account of and paid for by the mooring berth user.

d) to permit inspection and entry to the mooring berths for audits of installations and general services.

e) to adhere to and comply with the rules established in these Regulations, guidelines established by Port Management and any guidelines laid down by the Marine Authorities and other competent bodies.

Article 12.- Mooring berth titleholders are represented by a General Assembly comprising all of their number. Resolutions validly adopted by the General Assembly are also deemed to oblige titleholders not in agreement or absent, as long as the General Assembly session was duly convened and constituted pursuant to the rules set out in these Regulations.

Article 13.- An ordinary meeting of the General Assembly shall be held as a legal requirement once each year, in the month December, for review and approval of administration accounts and to prepare the costs and revenue budget for the following year.

Extraordinary meetings of the General Assembly will be held in the following instances:

- a) Whenever necessary or appropriate in the opinion of the Chairman.
- b) By request of one quarter of mooring berth titleholders.
- c) By request of a number of titleholders representing 25% of quota shares.

An extraordinary meeting of the General Assembly may also be validly called, when not convened by the Chairman, at the request of all titleholders.

Article 14.- Meetings of the General Assembly shall be convened either by the Chairman or by the Assembly promoters, as the case may be, stating the matters for debate together with the date, time and place for the meeting, at first call and also at second call. At least six hours should be allowed between the date, time and place for the meeting to be held at first and second call.

Written notices convening General Assembly meetings shall be sent to the titleholders' designated addresses with acknowledgement of receipt. Notices convening ordinary General Assembly meeting must be sent 30 days in advance and, for extraordinary General Assembly meetings, sufficiently in advance to ensure all titleholders are aware.

Article 15.- Titleholders may attend General Assemblies in person or legally or voluntarily represented. A written note signed by the represented titleholder is sufficient accreditation to attend a General Assembly, with entitlement to participate in discussions and resolutions, having both voice and vote.

If a given mooring berth was awarded by indivisible co-ownership to several persons, the co-owners shall appoint a representative to attend and vote at General Assembly meetings.

Article 16.- The General Assembly will elect a Chairman and Deputy Chairman from among its members, each for a one year mandate. The Chairman and Deputy Chairman may be re-elected for successive periods of the same duration. Either of them may, when appropriate, be removed at any time by resolution of the General Assembly convened for the purpose as an extraordinary meeting. The positions of Chairman and Deputy Chairmen are not remunerated and the latter will deputise for the first in the event of absence or illness, having all the same authority as the Chairman. The Port Management Secretary will act as Secretary to the General Assembly, having a voice but no vote.

Article 17.- The General Assembly Chairman is responsible for:

- a) General Assembly representation in all relevant matters, both in court and out of court.

- b) Convening General Assembly meetings, chairing sessions and having the deciding vote in the event of a tied vote.

- c) To appear before Courts of Justice representing the General Assembly, bringing all corresponding legal actions to claim amounts owed as a result of non-payment by titleholders of mooring berths, of the proportional part of respective corresponding general costs quota shares for services and proportionate common elements and facilities, as charged by the Port Director, pursuant to the final paragraph of section d) of Article 21; also seeking all other liability deemed compulsory and arising from breach by titleholders of the rules established in these Regulations.
- d) To submit to Port Management all General Assembly Resolutions on improvement, extension or amendment works to be carried out to existing Port works, as well as resolutions involving Port operations. Port Management is responsible for implementing those resolutions.
- e) Also, all tasks entrusted to them by the General Assembly and falling within their legal authority.

18.- The General Assembly of titleholders has the following authority:

- a) To appoint and renew, from among its members, persons to exercise the positions of Chairman and Deputy Chairman, as well as two Accounts Auditors each year.
- b) To approve costs and revenue Budgets and corresponding accounts audits, with input from the Auditors, and to propose resources to meet costs.
- c) To approve constitution of the reserve fund to meet unforeseen and extraordinary costs, as proposed by the Port Director.
- d) To propose works, non-urgent repairs and improvements to be carried out, sourcing necessary funds and submitting proposals to the Port Management for approval.
- e) To hear all matters of general interest and to propose measures as necessary to achieve the best possible service to the Port Management.
- f) To agree judicial claim proceedings for non-payment by titleholders in default.



Article 19.-Resolutions of the General Assembly, held at first call, are deemed valid by majority vote of all titleholders representing, in turn, the majority of quota shares.

Resolutions of the General Assembly, held at second call, are deemed valid when approved by the majority of persons in attendance and as long as the persons in attendance, in turn, represent more than half of all quota shares.

Article 20.-General Assembly resolutions will be recorded in a Minutes Log by folios and stamped by Marbella Regional Judge or duly processed by a Notary Public.

The Secretary is responsible for keeping and safeguarding the Minutes Log and any other necessary books, as well as all General Assembly documents.

Article 21.- Port Management is responsible for running the Port.

Port Management is authorised in the following regards:

a) For ensuring the Port facilities and services are properly run, and that the terms and conditions of the administrative concession and guidelines issued by the competent Authority are exactly met, applying the provisions established in these Regulations at all times so as to best exploit and best operate the Port and also ordering works to be carried out as necessary to properly keep the port in optimum condition, informing the Assembly Chairman of this to obtain the necessary funds.

b) For deciding whether improvement works or any other works involving alterations to existing works, as proposed by the General Assembly, are appropriate.

c) For proposing the annual Costs Forecast Budget to the General Assembly.

d) For keeping a record of revenue and costs, together with the corresponding receipts for payments and amounts received, as well as any others deemed necessary for the Port to operate properly and for proper administration.

e) For raising a charge against each titleholder and issuing a receipt for the corresponding amount due from each titleholder for ordinary common costs and for the quota share each titleholder is obliged to contribute to the reserve fund.

III

PORT MANAGEMENT

Article 22.- The Port will be managed by an Engineer for Roads, Canals and Ports, as Technical Director, duly appointed for the purpose by the Concessionaire company and responsible for giving orders to personnel designated by the Company.

Article 23.-The Port Director has exclusive authority over all services related to the use, exploitation and conservation of works, facilities and port service areas and may directly carry out all works the Port Director deems it urgent to perform. Costs of those necessary urgent works will be paid for by Users correspondingly. The Port Director is also exclusively responsible for organising public events, regattas and gatherings of all kinds requiring use of the Concession sites and waters. The Port Director furthermore has all corresponding legal authority as Port Administrator.

The Port Director may delegate surveillance, scheduling and distribution of services, administrative tasks and any other tasks he or she deems appropriate, to achieve the entrusted remit. Nevertheless, such tasks shall always be performed under the instruction, immediate inspection and liability of the Port Director.

Article 24.-The Port Director may require users of vessels and vehicles or owners of equipment and other materials to hold public liability insurance in those regards, including cover for fire caused by such equipment or materials, and third-party damages within the various Port service areas. Evidence is required of suitable insurance having been taken out before the necessary authorisations can be granted.

Article 25.-Any users more than five business days late in paying receipts or invoices issued to them for the provision of services, will be charged a 10% surcharge on the total amount owed. Port Management will publish a monthly list of amounts owed, charged and outstanding for payment within that deadline.

Publication of the list is deemed due notification to persons in default, who must settle the amounts owed in the following month.

Once the second deadline has passed without payment of the amount due to the Concessionaire company, the latter will seek collection through the courts. If the debtor is a mooring berth titleholder, Port Management will inform the General Assembly of Titleholders to instigate the appropriate judicial proceedings to collect the debt.

Article 26.-Separate to the collection procedure referred to in the Article above, Port Management may, in instances the latter deems appropriate, seek a cash deposit from a User as guarantee, in an amount proportionate to the amount chargeable for services to be provided, and may also refuse to provide services to a User who repeatedly pays late.

Port Management may also decide to suspend services or refuse access to the Port to any User who fails to comply with Port Management orders or instructions issued to achieve the provisions of this Regulation, for as long as Port Management deems appropriate, and may furthermore inform the Marine Authorities to keep them informed in appropriate instances. Port Management shall also notify the General Assembly if the User in repeated default is a mooring berth titleholder.

Article 27.-When it is appropriate for Port Management to perform repairs or work on account of a User, as established in these Regulations, the aforesaid Management shall, without prejudice to the provisions of Article 43, evaluate the approximate cost of repairs or work to be carried out and forward the evaluation to the interested party, duly informing the General Assembly if the user concerned is a mooring berth titleholder. The amount established in the evaluation must be deposited with the Port Management Cash Office on the day after such notice of repairs or works is served.

Once the damage has been repaired or work carried out, Port Management will provide a detailed breakdown of costs involved and forward this to the interested party for final payment.

If the interested party fails to pay the aforementioned costs, Port Management is entitled to take appropriate legal actions before competent Authorities to enforce the relevant liabilities.

IV

USE OF MOORING BERTHS, TURNING BASINS, ANCHORING AREAS AND OTHER PORT FACILITIES AND SERVICES

Article 28.- Vessels owned by titleholders of mooring berths may, subject to prior request from the Port Management, exit the berth, set down anchor or remain moored, always within the appropriate hours, at the places and using those elements allocated for use and enjoyment by the titleholder, always abiding by rules generally established for such operations in these Regulations.

Article 29.- For all other vessels intending to moor, anchor or exit Port and not included in the previous Article, Users must make the requests in advance and state which services they require from the Port Management. The Port Director may authorise or refuse the requested services after reviewing the relevant plan for use.

Without prejudice to this Article or to the previous Article, all matters related to general movement of vessels will be notified by the Director to the Marine Authorities for approval.

Article 30.- If the person requesting permission cannot accept the time, place or conditions established in the authorisation granted, they may not enter the port waters or must leave immediately, if already inside the Port, or must remain in port having entered with due authorisation if the permission sought was to leave the Port.

The aforesaid vessel obligation to withdraw or to remain does not release the vessels from payment due for services already used or to be used whilst in Port.

For the aforesaid purposes, all vessels are deemed to accept the terms and conditions set out herein simply by entering Port waters, accruing at least the anchoring service and even if the vessel does not drop anchor. If vessels use any bollard, lug, defence or other mooring or berthing element, payment for the corresponding service shall be due at the established tariff.

Article 31.- If a vessel improperly enters Port waters without prior authorisation or if authorisation to use the Port was not granted, the vessel must leave the Port immediately other than in the exceptional scenarios established in law.

At all events and separate to the Port Management report to the Marine Authorities and actions of the latter, the provisions of the previous Article apply insofar as charges accruing for Port use. Also, a surcharge will accumulate at 100% per day throughout the period the vessel remains in the port, including the day one, until the applicable daily tariff reaches maximum five times the normal tariff. In other words, if the applicable tariff is Tariff A, the vessel must pay 2A for the first day in port; 3A for the second day; 4A for the third day and for the fourth day onwards, 5A per day.

Article 32.-When a vessel duly authorised to use Port waters arrives from or is sailing to a destination at a foreign or national port beyond the Spanish mainland customs area or any other place outside the area established for the purpose by the competent Authority, Port Management shall not permit materials of any kind, or passengers, to be taken off or brought onto the vessel unless the operation was authorised in advance by the Marine Authorities or other authorities established by the Superior body and with the agreement of the Customs Services, in the appropriately established manner and pursuant to current legislation in force governing this concession.

Article 33.-By the simple fact of a vessel entering the Port waters, and bearing in mind the Port is exploited as a private entity, the vessel owner is deemed to have agreed to be moved to any location within the Port area as convenient for the general service, and whenever the Port Management deems necessary with the approval of the Marine Authority.

The interested party must move the vessel directly, without prejudice to Port Management moving the vessel by any available method if the owner is absent or fails to move the vessel in the manner and within the time period allowed for the purpose, subject to Port Management instructions. The Port Director will draw up the corresponding record of costs which must be paid by the vessel owner or user upon presentation and at all events before leaving the Port. Operations of this kind will be carried out on account and at the risk of the owner.

Article 34.- Once authorisation to moor or anchor the vessel has been granted, Port Management will inform the User which services should be used, applied for in advance and duly authorised.

Article 35.- Use of anchorage areas, turning basins and mooring elements for any purposes other than anchoring or berthing is strictly prohibited; dumping of waste or any type of object into the waters around the concession areas, or bathing animals and use of the interior turning basin or access routes for individual bathing is prohibited.

Article 36.- Vessel crew members must take fire prevention measures as directed by Port Management and must make every effort to ensure vessels are kept clean, with equipment in perfect working order. They must also ensure that any dogs or other animals on board vessels do not disturb other users in port areas.

Article 37.- Vessels may not drop anchor in the interior turning basin except in specially authorised scenarios.

Article 38.- Engine testing operations, the use of reflectors, charging batteries or any other type of materials, either at sea or on land, which may be noisy or might disturb and inconvenience other Users, may not be carried out before 10 o'clock in the morning or after 8 o'clock at night, nor between 13:00 hours and 16:00 hours. All actions of that nature must be authorised by Port Management in any event.

Article 39.- Vessels are prohibited from moving around within duly indicated sectors reserved for other uses, or from carrying out repairs and significant work on vessels within Port waters, other than in special sectors and instances as indicated or individually authorised by Port Management.

Article 40.- Vessel speed near the coastline and inside the interior turning basin, including on entering or leaving, is established as three knots (5.5 Km./hour).

Article 41.- If it is necessary to leave a vessel for longer than twenty-four hours without crew, due to the User being absent, Port Management must be notified that the vessel will remain unmanned, so that the latter can take appropriate measures whilst the User is away.

Article 42.- If fuel is accidentally spilled in a Port area, the User of the vessel that caused the oil spill must inform Port Management immediately and the latter shall, with the conformity of Marine Authorities, adopt appropriate measures to mitigate damage to beaches, facilities and to other Port users. The User that caused the damage must pay for costs arising.

Article 43.- All damage directly or indirectly caused by vessels or objects belonging to Users, to docks, quays, bollards, lugs, buoys, defences, vessels and other elements of port facilities comprising the concession or owned by the Concessionaire company, must be repaired following instructions provided by Port Management, pursuant to Article 27, and will be charged to the name of the owner or user. If the damage was caused by a vessel, Port Management shall immediately inform the Marine Authorities, to all due effects.

Users must, on their own account, clean parts of the harbour turning areas affected by dumping of waste, fuel spillage or other any other operation, ensuring water condition is returned to the same condition of cleanliness that existed prior to the vessel arrival. Port Management may otherwise take charge of performing cleaning works, and all costs arising shall be on account and in the name of the owner or user.

All other damage and costs arising as a result of contravening the provisions of the various Articles set out in these Regulations, must be paid for by the persons in breach of the Regulations.

Article 44.- Port Management shall, pursuant to internal regulations established by the Concessionaire company, decide where users may walk on foot or move around in vehicles, park vehicles and deposit the different types of objects that are authorised to be handled, and also how they must be handled.

As a general rule, all materials Port Management deems a nuisance, inflammable or hazardous, but nevertheless authorised to enter the Port, must be loaded and unloaded directly between vessels and transport vehicles or vehicles intended for transportation, and may not be placed on quays or commercial premises within the Concession.

Article 45.-All pedestrians and vehicles, as well as all goods, either entering or leaving concession service areas must stop at the concession area gates for

Management employees to check permits held or should wait in areas as expressly indicated whilst their entry and exit requests are processed in Port Management offices.

All such requests, as well as requests for other services to be provided as required, will be decided by Port Management. In so far as persons, the individual circumstances of each case will be taken into account. For vehicles and goods, previous requests shall be considered, as well as any prepared exploitation plans and bearing in mind resources arising in such instances. Due consideration shall also be given to whether or not the User is up-to-date with payment of earlier amounts accrued.

Permission granted will state the authorised manner, place and time of authorisation, together with which services can be provided as appropriate to use.

Article 46.- In any instances when users of vehicles or material cannot accept the time, place or manner in which they are authorised to move around on the private Port service roads or the authorised use of sites or facilities, they must immediately remove those vehicles and materials from the Concession service areas. Removal of the vehicles or material shall not, however, release the Users from payment of applicable charges for services provided.

For these purposes, the simple fact of vehicles or any type of material element entering such aforesaid sites subject of the concession, shall give rise to charges due at least for the service of occupying the corresponding surface area of the zone or location used.

Article 47.- If any vehicle or materials enter or remain on the concession sites in an unauthorised manner, Management personnel will invite the User to remove the vehicle or materials immediately, other than in exceptional circumstances and subject to legally established and appropriate restrictions.

If the User fails to withdraw the vehicle or materials, and without prejudice to entitlement of Port Management to report this to the competent Authority, the owner of the vehicle or items not removed will be charged the corresponding tariff amount, plus a progressive 100 percent surcharge per indivisible day for as long as the vehicle or item remains and including the day one, up to a maximum of five times the normal tariff established in Article 31.

Article 48.- All users of Port Service areas facilities, and any vehicles and other materials for use in said facilities must be properly documented pursuant to current legislation in force. Documents must therefore be carried at all times and available to show Management when checks are required. All material items must bear registrations or marks for easy identification.

Article 49.- Subject to the same rule as for vessels in this Regulation, the established terms and conditions are deemed accepted by simple fact of a person, a vehicle or any other element entering the Port service areas. Therefore, all vehicles and materials are subject to removal on account of the owner to any location within the Port service areas as best suited to the general service and at the discretion of Port Management, when necessary.

The interested party is obliged to move the vehicle or item personally. Nevertheless, if the owner is absent or the User fails to move the vehicle or item in the instructed manner or within the given deadline, Port Management may use available resources to remove the vehicle or item as instructed by the latter. Port Management will draw up the corresponding note of costs, to be paid by the owner of the vehicle or item upon receipt and, at all events, before removing the vehicle or item from the Port.

The aforesaid operations are carried out on account of and at the risk of the owner.

Article 50.- Whenever Port Management issues an authorisation for one or for several services to be provided, Port Management will state which rules apply for the purpose and, if the particular services to be provided are not covered by rules and regulations governed by the Port Authority, additional authorisation will be sought.

Article 51.- Water, electricity and other utilities, and other services provided using elements pertaining to the Concessionaire company are subject at all times to availability. Insofar as priority order of use, the Port Management will decide the most suitable order of priority for the general service being provided. The Concessionaire company does not, in any event, accept liability for non-provision

of a given service or for interruptions or defective services that may occur during provision.

Article 52.-Using Port roads, quays, storage areas and other sites and facilities comprising the Port service areas for any purpose other than the purposes for which authorisation is granted, or simply driving vehicles along the Ribera Road [Camino de Ribera], is strictly prohibited. Repairs and fly tipping are prohibited at all those locations and neither may vehicles or individuals move around there, nor anything be placed there, without the express individual authorisation of Port Management.

All animals brought in by Users must be restrained so they cannot cause any harm or disturb other persons or things within the Port service areas.

Article 53.- Users of vehicles and owners of materials must take care to ensure no harm is caused by those vehicles or materials either to Port facilities or to any other vehicles or items and must also put fire protection methods in place as recommended at any given time by Port management. Users of vehicles or owners of materials must also take steps to ensure the vehicles or materials do not appear neglected and must, on their own account, clean surface areas stained in the course of operations or thereafter, leaving sites used in the same condition of cleanliness as when they brought the vehicle or materials onto the site.

Users of vehicles or owners of materials must also, on their own account, repair any damage voluntarily or involuntarily, directly or indirectly caused, in person or by their items, and in any regard, to Concessionaire company facilities or items. Any repairs necessary to Concessionaire facilities or to other items for the same reason shall be directed by and carried out in the manner decided by the Port Management. The User or owner liable in that regard may nevertheless inspect the works. Cleaning operations may be carried out directly by the User or owner. If the latter does not perform cleaning operations directly, the Port Management may take over performance of that task and any costs arising are deemed on account of the Owner or User.

Article 54.-Vehicles must travel at a maximum speed of 40 km/h inside the public service road, i.e. the road referred to as "Ribera Road " [Camino de Ribera]. The maximum speed on all other roads, quays and esplanades is restricted to 30 km/h,

except on the so-called “Access Road” [Camino de Acceso] where vehicles may also travel at 40 km/h.

Article 55.- In instances when Users will be absent and vehicles are expected to remain without a driver for longer than twenty-four hours, the permit holder is obliged to inform the Port Management of this and to provide the Port Management with keys for the driver’s door, engine and start-up, to facilitate any necessary change to position during the User absence, as required for the general service and at the discretion of the aforesaid Management.

Article 56. All damage and costs caused to persons or things for which the Concessionaire company is responsible, or owned by the latter, and as a result of breach of any provision set out in the Articles above in this chapter, will be on account of the owners of elements that gave rise to the breach.

Article 57. “Surface Area Occupation Tariffs” apply to all services that occupy concession sites. “Tariffs for Water and Electricity Utilities” apply to the use of water and electricity distribution networks; and provision of defences supplied by the Port shall be charged according to the “Tariff for use of Defences”. All the aforesaid tariffs were approved for the public service at the time the concession was granted and may vary as established from time to time, tacitly, pursuant to regulations governing the Tariffs or at the discretion of Higher Authorities. Reductions may also be voluntarily applied by the Concessionaire company in instances the latter decides. Tariffs may also be increased by surcharges imposed according to these Regulations as penalty payments.

Space occupied by vehicles, equipment or other materials deposited on concession sites, is measured as the rectangle around the outside of the total group deposited, defined in such a manner that both sides are parallel to the edge of the quay edge or the axis of the nearest service road, whichever applies at the discretion of the Port Management, and the other two normal lines, rounding up measurements along the sides, in metres.

Article 58. The rules set out above are also vicariously applicable to other duly authorised provisions which the Concessionaire company may also make available publicly within the concession precinct, in instances when no separate specific rules are established for such occasions and as long as the provisions are included on the permit.

V

GENERAL PROVISIONS

Article 59.-Pursuant to the Ministerial Order of 26 February 1968, which authorised execution of the works, tariffs may be subject to tacit review by the Concessionaire company bearing in mind the percentage breakdown as follows:

$$Kt = 0.30 Ht/Ho + 0.15 Et/Eo + 0.07 Ct/Co + 0.10 St/So + 0.08 Lt/Lo + 0.30$$

Symbols used in the formula are the same as those in the formulae set down in Decree 222/1964, of 8th February (Spanish Gazette of 10th February), where the initial time zero is set as 4th March 1967.

Tariffs will not be reviewed unless Kt varies by more than 5 percent, upwards or downwards.

Article 60.- Requests or applications for services, and permits granted, will be set out on printed forms provided by Port Management to users, specifying the time and place where the services shall be carried out, the type of operation, name of vessel or element, provenance, Owner's name and other details Port Management deems of interest.

Article 61.-When fees are charged on a unit basis, units are indivisible and measurements always rounded up. For the purposes established herein, days commence at zero hours and end at twenty-four hours. Personal and total amounts for services will be stipulated by Port Management, always calculated in pesetas and rounded upwards.

Article 62.- When a service is required for longer than the agreed period, users are required to request the extension at least twenty-four hours before expiry of the period for which the service was authorised, and the corresponding payment must be made no later than the previous business day to the granted expiry date.

Article 63.- As a general rule general, it is hereby established that payments shall be made in advance of the requested and authorised services, which must be paid even if those services are not provided as long as there is no fault on the part of the Concessionaire company.

Article 64.- Vessels, vehicles, equipment, supplies and other objects remain in the various concession areas on account of and at the risk of the owners.

Neither the Concessionaire company nor its employees may be held liable for damage to such vessels, vehicles, equipment, supplies or other objects in the event of robbery, accident, fire, riots, lightning, storms and floods, or any other risks deemed Acts of God. Nevertheless Port Management shall take very special care to achieve the greatest security of vessels and objects left in Port service areas, through the available guards.

Article 65.- If any object is found in Port service areas without an identified owner, notice will be published on the Port Management notice board for fifteen days, without prejudice to further actions as currently established in law.

Article 66.-In the event that an Authority, duly authorised for the purpose, orders an operation to be carried out with regard to a vessel or object, the interested party must bring any corresponding claim before the Port Management. Port Management shall otherwise respond as required to the petitioning Authority and, if deemed appropriate by the latter, shall carry out the operation in the name of the interested party. The owner of the vessel or object concerned must pay for any services provided.

A similar procedure must be followed whenever it is necessary to set up a special surveillance service over a particular vessel or object, by order either of the competent Authority or Port Management.

Article 67.-Agents of Users or commercial entities in uniform, carrying weapons or with any other signs of authority are strictly forbidden from remaining in Port waters or within the Port delimited service area precinct. Users may, without prejudice to the above, appoint trusted agents who shall collaborate in surveillance actions provided by personnel for whom Port Management is responsible, regarding the safekeeping of their vessels, equipment, supplies and other possessions and as long as the appointed agents are persons in good standing and expressly authorised to carry out that role within the Port areas by the aforementioned Port Management. Those Agents must obey instructions issued by guards in the service of the Concessionaire company working in the area where the objects that require safekeeping are kept. Such Agents are mandated for a maximum period equal to the length of time those objects remain in the Port

service area and their employers are deemed vicariously liable for any unlawful actions of those Agents.

Express authorisation from Port Management is required for Agents referred to in the previous paragraph to remain within the Port precinct and waters.

Article 68.- All persons authorised to enter the Port to carry out a task, purpose or work must, according to the Law, be covered by insurance for accidents at work. Any accident occurring to those persons within the Port must be covered by the insurance taken out and, at all events, the Concessionaire company shall not accept any civil liability arising out of such possible accidents.

Authorised Users and visitors may enter the Port at their entire liability. The Concessionaire company may not be held civilly liable in any way for accidents incurred by those persons. Seamen, workers, crew members, agents and any other personnel not duly authorised to remain in the Port shall be deemed clandestine visitors. The Concessionaire company shall not accept any civil liability whatsoever for any accident that occurs to them whilst in Port.

Article 69.- Tariffs are applied on the basis of the true characteristics of vessels, vehicles and objects using the Port, even when these differ from the officially documented characteristics. In such instances, Port Management will invite the User to attend and will check the relevant measurements, drawing up a Record of any discrepancies found. Nevertheless, and subject to rulings of a higher authority, the measurements as decided by the aforesaid Management shall apply for charging tariffs and no official dossier instigated in any proceedings brought shall suffice as grounds to interrupt subsequent actions.

Article 70.- Injury to persons or harm to things occurring within the service areas subject of the concession as the result of operations carried out in those areas or any incidents arising therefrom and not deemed the fault of a particular party pursuant to these Regulations are considered unavoidable and each party shall bear its own costs unless third party legal liability can be defined on the basis of an action or omission. The Concessionaire company may not be held as having vicarious civil liability in such instances even if the harm occurred due to elements of the concession.

Article 71.- Claims or complaints having to do with the exploitation of Port services for which Port Management is responsible must be brought before the Director Engineer. If Port Technical Management fails to attend to those claims or complaints or if the rulings are not deemed appropriate, the matters can be raised before the Directorate General for Ports and Maritime Safety¹, by means of the Southern Coastal and Ports Services department² or any other service of the Ministry of Public Works responsible for auditing concessions granted in the maritime-land area. The same procedure should be followed for any queries arising regarding application of these Regulations.

Article 72.- Insofar as all matters not expressly governed herein but referring to Port service and governance, one must bear in mind that this port was designed, built and is exploited by a private Entity as a duly authorised concession granted by the Ministry for Public Works for use of the Port waters during the concession period by tourism and leisure vessels, and the concession is therefore subject to the Ports Act of 19th January 1928 and its Implementing Regulation.

¹ Dirección General de Puertos y Señales Marítimas

² Jefatura de Costas y Puertos del Sur