

**GENERAL CONDITIONS OF AUTHORISATION TO ACCESS PUERTO BANUS
(APPLICABLE TO THE PERIOD 1 JUNE 2019 TO 31 MAY 2020)**

The present general conditions apply to the authorisation by Puerto José Banús, SA (the "Concessionaire") for the access and parking of motor vehicles within the port facilities comprising the administrative concession Puerto Deportivo José Banús (henceforth, the "Marina" or the "Port").

The contractual agreement (the "Contract") between the authorised user (the "User") and the Concessionaire will be formalised through the provision by the Concessionaire of a magnetic device (the "Card") constituting a permit to access, circulate and park within the Port, subject to the following terms and conditions:

1. INCORPORATION OF THE GENERAL CONDITIONS

Users declare that: (i) they have had access to the present General Conditions prior to the formalisation of the Contract, whether because the General Conditions were made available to them at the website www.puertobanus.es or because the same were facilitated to them at the Control Tower for the Port, in the Puerto Banús Offices; and (ii) they expressly accept their incorporation into the Contract as an integral and necessary part thereof and agree to be bound by them as a condition of issue of the Card.

In any case, access and stay by Users for the facilities of the Port shall be governed by the Resolution by the Consejería de Obras Públicas y Transporte (Public Works and Transport Ministry) of the Junta de Andalucía (Andalusia Regional Government) dated 30 December 1998, modified in part by the Resolution of 1 June 2004, which approved the Regulation of the free spaces within the zone of the concession Puerto José Banús, the internal norms of the Special Policing Regulations available at www.puertojosebanus.es and at the Puerto Banús Offices, all of which must be obeyed at all times, in addition to such orders and instructions as may be given by the personnel of the Concessionaire of the Port in the course of their duties.

The present norms are binding upon all persons who access the Port in a vehicle, without prejudice to such other current regulations as may be applicable.

2. APPLICATION FOR AUTHORISATION

Each application for access should be filed using the standard form available on the web www.puertojosebanus.es and/or in the Puerto Banús Offices. The applicant should facilitate the documentation set out in that form.

Permits may be monthly, quarterly or annual and will allow access by vehicles to the Port and the use of those spaces specifically configured as parking spaces. The monthly and quarterly permits shall be for calendar months and quarters. The annual permits shall cover the period 1 June 2019 to 31 May 2020.

The owners of vessels in transit at the Port may apply for and obtain authorisation for access by vehicles to the Port for the period during which they are moored there. For periods of less than one month, the corresponding permit for the month during which the vessel enters the port should be applied and paid for, and upon leaving, a final settlement for the number of days during which use was made of the Card shall be made, calculated upon the base of the monthly tariff. In the application of this regulation for vessels in transit using moorings which do not belong to the Concessionaire company, strict compliance with article 8 section d) of the Policing Regulations shall be indispensable.

For the corresponding application to be processed, as well for the permit to remain valid, it shall be an essential condition that all payments of fees, tariffs, charges, rent or other consideration of any nature linked to the operation of the Port shall be fully up to date, and further, no asset or land whose rights of use are possessed by the Concessionaire may be used or occupied without due authorisation by the same.

Puerto José Banús reserves the right to authorise such a person or persons as it may see fit for a vehicle to occupy an area without charge, as well as to open the access gate to any vehicle on certain days of the year, and in any event for official and emergency vehicles in the course of their service. Similarly, Puerto José Banús reserves the right to carry out promotional activities.

3. PERMITS

The Cards authorise the access of up to three vehicles per holder, not simultaneously, and which must have been authorised in advance by the Concessionaire.

The vehicles in question must be registered in the name of a family member of up to the first or second degree of consanguinity in the case of holders who are private individuals, or the company or professional in question, in the case of legal or natural persons engaged in a commercial activity within the Port.

Possession of a Card does not guarantee that any parking space is available. The Cards or such other means as may be established shall remain the property of Puerto José Banús. For all purposes, the Card shall be deemed to constitute proof of the authorisation for the vehicle to access and/or park at the Port. The User or, alternatively, the driver of the authorised vehicle, must submit the Card and the documentation of the vehicle upon request at any time by personnel of Puerto Banús or such other personnel as may be so authorised.

Puerto José Banús shall limit the number of Cards facilitated, to guarantee the smooth flow of vehicle traffic and the possibility of parking.

Puerto Banús may disable Cards in the event of improper use, without prejudice to such proper claims as may be submitted in such a case. In all cases, the Cards shall be disabled automatically at the end of their period of validity.

The following constitute examples of improper use: breach of the present General Conditions, the applicable Policing Regulations, use of the Card to allow entry to unauthorised vehicles, and lending or transferring the card to any person other than the persons authorised.

Transfer of the Card or the access rights inherent to the same is prohibited. In the event of loss or damage to the Card, this occurrence must be reported immediately, and the User must apply to the Concessionaire for a new one, assuming the cost of its issue.

4. TARIFFS

The general schedule of tariffs in force at any moment is available on the web www.puertojosebanus.es and in the Puerto Banús Offices.

The Customer must pay the fee and validate the Card in advance, using a credit or debit card or bank transfer. Puerto Banús reserves the right to establish such offers and/or special tariffs outside the scope of the general tariff schedule as it may see fit at any moment and which may be subscribed in accordance with the terms and conditions established by Puerto Banús for each type of User. Puerto Banús may likewise commercialise the Cards as an integral part of a broader Commercial Package which may include complementary or added-value services. In such cases, acquisition of the Card shall be subject to the terms and conditions established by Puerto Banús for the Commercial Package in question.

The User is not entitled to request the partial or total refund of the payment made for the Card in the event that the Concessionaire should invalidate it because the requirements necessary to possess it are no longer met or because of improper use.

5. ACCESS

Access, circulation and parking of vehicles is prohibited except for the holders of the right to use moorings and such others as may be expressly authorised by the Concessionaire pursuant to the present General Conditions and the remaining regulations applicable.

The Concessionaire may prohibit or limit wheeled traffic in certain parts of the year and areas. These limitations or prohibitions may be permanent, or for certain seasons and times of day. The principle of non-discrimination shall always be applied when formulating a limitation upon access, as well as in the case of individual limitations upon the right of access, and the rights recognised in law to all citizens shall not be infringed. In any case, access by vehicles may be prevented when the area allocated to parking is more than 90% occupied.

The Concessionaire is empowered to deny access to those vehicles whose condition or characteristics are such that they could pose any hazard to the Port, the commercial establishments, pedestrians and passers-by.

No vehicle carrying fuels or explosive or hazardous materials may enter the Port, except for tanker trucks carrying fuel for the Port service station which have been duly authorised by the Concessionaire.

Access by vehicles bearing advertising is prohibited except for those expressly authorised by the Concessionaire.

Access to jetties 1 and 2 and the Levante Dock [Dique de Levante] shall be solely and exclusively permitted to the vehicles authorised by Puerto José Banús, S.A.

6. CIRCULATION

It is only possible to access and leave the Port using the accesses and exits provided for the purpose. The traffic and road safety regulations, the signals of all kinds within the Port, and, where applicable, the indications of employees of Puerto Banús, or authorised personnel, must be observed at all times.

The engine of the vehicle shall be kept running only while it is circulating within the Port or when entering or leaving the parking place in question, and never while the vehicle is parked. Vehicles may only use reverse gear within the Port for conducting parking manoeuvres.

Should a vehicle break down, the Customer shall notify this occurrence to the personnel of Puerto Banús and follow their instructions.

Users undertake to heed the following recommendations while circulating within the Port, whenever possible:

- a) Not to circulate in neutral gear.
- b) Circulate using the vehicle lights.
- c) Give priority to vehicles already conducting parking manoeuvres at the moment of their entry or exit from the Port.

7. PARKING

Vehicles may only occupy the spaces specifically reserved to them, according to the type of permit held by the User, and **under no circumstances may they remain within the complex for more than 24 hours**. Puerto José Banús shall reserve 5% of the parking places available for monthly permits, another 5% to meet the applications for quarterly permits, and a further 5% of the total spaces for Users in transit. In any case, applicants for annual permits shall have preference over others, and those for quarterly permits over those for monthly ones.

For Users whose category is "providers", their hours for access to the Port shall be limited to the period from 7 AM to 1 PM every day, except for Sundays and public holidays when they cannot access the Port, while on Mondays and the day following public holidays, access will be permitted until 2 PM.

It is absolutely prohibited to use any parking place for any purpose other than the mere occupation of the same for parking the vehicle without express authorisation by Puerto José Banús S.A., nor may the vehicle be occupied and/or used for any purpose while it is parked. Specifically, the following are prohibited:

- a) Carrying out repair or cleaning work on the vehicle.
- b) Moving and/or handling the vehicles or other Users.
- c) Leaving or discarding rubbish, waste, hazardous materials or objects and/or animals on the premises, either inside or outside the vehicles.
- d) Conducting meetings, sales, collections, distributing advertising material to other Users or leaving it on vehicles.
- e) Causing naked flames and/or handling electronic devices.

Users undertake to heed the following recommendations during their stay at the Port, whenever possible:

- a) Locking their vehicle, leaving it properly parked, with the handbrake engaged and the windows closed.
- b) Not leaving objects of value in the vehicles.

8. REMOVAL OF VEHICLES

The Concessionaire is entitled to remove vehicles which are parked outside the zones marked, if these hinder circulation within the Port complex, and in all cases when the situation of the vehicle obstructs or seriously hampers the work of marine assistance to vessels. If a vehicle is removed, it will be deposited in a zone provided for the purpose within the Port or, if applicable, in the municipal deposit; the proprietor or user of the vehicle must pay for the costs occasioned, if any, before leaving. Should it be considered necessary for the smooth operation of the Port, the Concessionaire may request collaboration from the municipal service or the municipal police.

The operations described in this chapter shall be carried out at the owner's expense and risk.

9. LIABILITY

Users acknowledge and accept that access to and use of the Port are voluntary, and they have freely chosen to do so. Access and parking shall be conducted in the places permitted and at their own risk, especially where there is a risk of falling into the dock. Puerto José Banús accepts no liability for objects deposited within the vehicle, nor for any injury or damage occasioned to the User, their vehicle or companions by other Users, nor for those occasioned by theft, fire or explosion.

The User shall be responsible to Puerto Banús for all damage or harm occasioned by their authorised vehicle arising out of failure to comply with their duties or negligence in driving the vehicle within the Port complex, expressly waiving any type of legal or extra-judicial action against Puerto Banús on the grounds of their own actions and omissions, and accepts that Puerto Banús may seek redress from them for any damage or harm occasioned and which could be claimed against Puerto Banús.

The User shall likewise be responsible for all damage and injury that could be caused to any persons or property of any kind, holding Puerto Banús harmless from all injury or damage they could occasion to third parties. Puerto Banús accepts no liability for the actions or omissions of Users or Visitors within the Port to the extent that it can be held entirely harmless from the origin, performance and production of the same.

10. FORCE MAJEURE

Force Majeure is understood to be the existence or occurrence of any contingency, circumstance or cause beyond the control of Puerto Banús. Puerto Banús accepts no liability to the User for any loss or damage arising from any breach or failure to comply with its obligations due to Force Majeure.

11. PROTECTION OF PERSONAL DATA

The User is hereby notified that Puerto Banús will process both the data and information gathered to formalise the present Contract, as well as such others as may be collected during its term of validity, to render possible the administrative, financial and commercial management of the Contract, including the remittance of its own or third-party promotional information by electronic means, in the case that the User gives their consent, as well as to comply with such other obligations as may be demanded by law. The cited data will be processed throughout the term of the Contract and thereafter until such liability as may arise out of the Contract and/or the data processing has lapsed. You may exercise the rights acknowledged under current law by post, at TORRE DE CONTROL PUERTO JOSÉ BANÚS, 29602 MARBELLA, SPAIN, including a photocopy of your DNI/Passport and specifying which right or rights you wish to exercise.

12. COMPLAINTS

Puerto Banús holds complaint sheets, which are available to Customers at the Puerto Banús Offices.

13. LEGISLATION

The present Contract shall be governed by the law of Spain.

14. CONTACT DATA

If you have any query or comment, please contact Puerto José Banús S.A. using the following channels:

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

T. 952 909 800 / E.clientes@puertojosebanus.es