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In compliance with the provisions of Section 1, Article 58 of Law 30/1992, of the legal

system regarding public administrations and administrative procedures, and in accordance with the processes, content and terms set out in Section 2 of this Article,

we are sending an officially stamped copy of the ruling by the Director General of Ports,

Airports and Coasts, dated 24 November 2010, adopted in relation to the issue in

question.

An appeal against this ruling, which does not exhaust administrative means, may be

filed before the Minister for Regional Policy and Public Works, within one month as of

the day following reception of this notification, by virtue of Article 107.1 and as set out

in Articles 110 and 114 of law 30/1992, of the legal system regarding public administrations and common administrative procedures.

Subdirector General of Ports and Coasts

Rosa Busquets i Vall

Barcelona, 26 November 2010

Appendix:

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Officially stamped copy of the Ruling of 24.11.2010 of the definitive approval of the

regulations regarding the operation and policing of Empuriabrava marina and a stamped copy of the Regulations.

Subject: Definitive approval of the regulations regarding the operation and policing of

Empuriabrava marina

Definitive approval of the regulations regarding the operation and policing of

Empuriabrava marina

Facts in issue

One.-Within the framework provided by the additional provision of Decree 206/2001, of

24 July 2001, for the approval of the Port Policing Regulation, the Port d'Empuriabrava,

S.A. company submitted a proposed regulation regarding the operation and policing of

the Empuriabrava Marina to the Directorate General of Ports, Airports and Coasts on

12 June 2009.

Two.-The above proposal was submitted to public notification for twenty working days

through publication in the Gazette of the Catalan Government No. 5602, of 7 April

2010.

Similarly, it was formally sent to Castelló d'Empuries Town Council and the Empuriabrava Property Owners' Association.

Three.-During the public notification period, a total of 1,536 appeals were filed, according to figures contained in Appendix 2 accompanying this Ruling.

Castelló d'Empuries Town Council issued a report in which it made a series of observations regarding the strip of land used for marine purposes, the different facilities

at the marina, questions concerning the management of the rights of use and how costs would be charged.

Four.-On 13 October 2010, the Subdirectorate General of Ports and Coasts issued an assessment report regarding the appeals filed, which is attached as Appendix No. 2 of this Ruling.

Applicable Provisions

Law 5/1998, regarding ports in Catalonia, Decree 206/2001, which approves the Port

Policing Regulation, Decree 258/2003, which approves the Regulation that develops

Law 5/1998, regarding ports in Catalonia, and Decree 17/2005, which approves the

Regulations regarding inner marinas in Catalonia.

Policing Regulation, Decree 258/2003, which approves the Regulation that develops

Law 5/1998, regarding ports in Catalonia, and Decree 17/2005, which approves the

Regulations regarding inner marinas in Catalonia.

Legal grounds

One.-In processing this procedure, the provisions of Decree 206/2001, which approves

the Port Policing Regulation, have been observed. Similarly, and, by virtue of the

provisions of Article 86 of Law 30/1992, of 26 November 1992, of the legal system

regarding public administrations and common administrative procedures, the

Directorate General of Ports, Airports and Coasts considered it appropriate, given the

peculiarities of Empuriabrava marina, and, most especially, the large number of users

affected, that the proposed regulation submitted by the concession holder be put to

public notification.

Two.-With regard to the appeals filed during the public notification period, the

Subdirectorate General of Ports and Coasts published its analysis in the report which is

attached as Appendix No. 2 of this Ruling, stating its content and the ruling adopted for

the purposes of its incorporation into this proposed regulation.

Three.-In accordance with the considerations given, and once the appeals filed during

the public notification period had been analysed and those that needed to be incorporated into the definitive regulation had been specified, the relevant modifications

and adaptations were made to the following articles and provisions of the proposed

regulation regarding the operation and policing of Empuriabrava marina:  
Articles, 1, 2,

5, 6, 9, 10, 16, 17, 18, 20, 22, 25, 26, 27, 28, 30, 31, 32, 35, 36, 37, 41, 44, 46, 47, 54,

56, 57, 64, 66, 67, 91, 92, Temporary Provision One and Temporary Provision Two.

Similarly, Additional Provisions One and Two were added regarding the monitoring of

the licence and personal data protection, Temporary Provision Six, which refers to the

establishing of the users' committee, and Final Provision Three, which refers to the

prevalence criterion of Decree 206/2001 regarding policing the port, over the operation

and policing regulations of the Empuriabrava marina.

Consequently, in accordance with all that has been set out, the Subdirector  
General of Ports and Coasts has drawn up the following proposed ruling:  
General of Ports and Coasts has drawn up the following proposed ruling:

To approve definitively the regulation regarding the operation and policing of the  
Empuriabrava marina, attached as Appendix 1 of this Ruling.

The Subdirector General of Ports and Coasts

Rosa Busquets i Vall

Barcelona, 26 November 2010

In agreement with the proposal,

**RULING OF**

The Director General of Ports, Airports and Coasts

Oriol Balaguer i Julià

REGULATION REGARDING THE OPERATION AND POLICING  
OF THE EMPURIABRAVA INNER MARINA



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TITLE ONE:

GENERAL PROVISIONS

Chapter One:

Aim and scope of application of the regulation

Article 1:

Aim of the regulation

The aim of this regulation is to establish the general rules of use, operation and policing of the Empuriabrava inner marina, located in the municipality of Castelló

d'Empuries (Girona), the management and operation of which is the responsibility of

the Port d'Empuriabrava S.A. company as established by the authorisation of the

Council of Ministers on 24 July 1980, and the ruling of the Director General of Ports

and Transport of the Department of Regional Policy and Public Works, of 30 November

2005, without prejudice to all other rules that may also apply, in particular Law 5/1998,

of 17 April 1998, regarding Catalan ports, Decree 206/2001, of 24 July 2001, which

approves the Port Policing Regulation, Decree 258/2003, of 21 October 2003, which

approves the Regulation regarding the development of the Catalan Ports Law, Decree

17/2005, of 8 February 2005, which approves the Regulation regarding inner Catalan

marinas, as well as the clauses in contracts granting the right to exclusive use and

enjoyment of the marina elements signed between the concession holder and the

assignees.

Article 2:

Scope of application

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This regulation applies to the inner marina or port services area of the Empuriabrava maritime/terrestrial development, which comprises all the elements set

out in Article 3, and which affects:

a)

The holders of the exclusive right of use and enjoyment of a mooring or other inner marina elements or indivisible shares of elements and any other inner marina users.

b)

Craft which are permanently, usually or circumstantially in the inner marina or which use any of the elements that comprise it.

c)

People, vehicles and machinery which are permanently, usually or circumstantially in the inner marina or which use or pass through any of the elements that comprise it.

d)

Individuals, organisations and bodies not of a legal nature which permanently, usually or circumstantially undertake an economic activity in the inner marina or which carry out work or tasks within its area.

Chapter Two:

The elements which comprise the inner marina

Article 3:

Elements which comprise the inner marina

1.

The inner marina or port services area of the Empuriabrava maritime/terrestrial development comprise the following elements:

- a) The river mouth, with the breakwaters and entrance canal.
- b) The inner canals, with plot corners or inlets.
- c) Basins and inner ports.
- d) The surface water that covers the elements above.
- e) The nautical services strip adjacent to the canals.

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f) The land surfaces needed for port facilities and services.

These elements are identified in the marina delimitation plan which appears as APPENDIX I of this regulation, without prejudice to the nautical services strip, which is established in Article 9 of this regulation.

2.

The port authority authorises all modifications to the elements which comprise the inner marina.

3.

Modifications can be made to the number of moorings which currently comprise the different elements of the inner marina due to operational and security reasons or other circumstances with prior authorisation from the competent Directorate General for ports (the Port Authority).

Article 4:

The river mouth of the inner marina

The river mouth of the inner marina constitutes maritime access to the port. It has three

breakwaters or groynes, the two more southerly ones form the entrance to the canals

and the northern one protects the marina against storms during the first quadrant.

Between the final and intermediate groynes is a beach which absorbs the force of any

swells that may reach the canal entrance. The breakwaters are known as the western,

eastern and waiting breakwaters. There is a booth on the third breakwater from where

maritime access control tasks to the inner marina are carried out.

Article 5:

The canals of the inner marina

1.

The canals of the marina are arranged into three categories: the entrance, main and secondary canals.

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2.

The entrance canal links the river mouth with the interior of the marina. The inner

marina has two main canals. These are known as the Marina and Central canals.

They both flow from the entrance canal.

3.

The secondary canals are classified in turn into two groups: the broad and narrow

canals.

The inner marina has 15 broad secondary canals. These canals are known as 1r

Salins, 2n Salins, Ter, Ebre, Segre, Llobregat, Fluvià, Tordera, Flamicell, Empúries,

Alberes, Noguera, Freser, Francolí and Valira. With the exception of 1r Salins, all

the broad canals either join the entrance canal or one of the main canals.

The inner marina also has 5 narrow secondary canals. These are known as Capras,

Medes, Creus, Norfeu and Falconera. All the narrow canals join the main Marina canal.

The Valira, Flamicell, Tordera, Fluvià, Llobregat, Segre, Ebre, Ter, Cap-ras, Medes,

Creus, Norfeu and Falconera canals widen slightly at the end to allow tacking.

The different canals have the corresponding mooring points.

4.

All plot corners or inlets and other places equipped for mooring craft on these canals also form part of the marina.

Article 6:

The sports basins of the inner marina

1. The inner marina has the following sports basins:

a)

The first basin has 150 moorings arranged in rows perpendicular to the canal axis. The basin is divided into two sectors by the canal axis. Moorings to the south of the canal axis correspond to Zone A and those to the north, to Zone B. Zone A of the basin has 82 moorings and Zone B has 68.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

b) The second basin has 88 moorings and comprises two sectors divided by the canal axis. Moorings to the south-west of the canal correspond to Zone C and those to the north-east, to Zone D. Zone C of the basin has 40 moorings and Zone D has 48.

c)

The third basin has 112 moorings and comprises two sectors divided by the canal axis. Moorings to the south-west of the canal correspond to Zone E and those to the north-east, to Zone F. Zone E of the basin contains 58 moorings and Zone F, 54 moorings.

d)

The fourth basin has 46 moorings.

2. The concession also includes the Llac de Sant Maurici, which has 200 moorings,

and is managed by the Marina concession holder under the same terms as the sports

basins referred to by this article.

Article 7:

The inner ports of the inner marina

1.

The port services area of the maritime/terrestrial development contains 19 inner ports, which are known as Primer, Moixo, Cavallet de Mar, Bahía, Salins,

Rodes, dels Argonautes, Grec, Illa Cartago, Petit, Empúries, Empúries B, Fino, Sotavent, Empordà, Currican, Porto Alegre, Banyuls and Mistral.

2.

The Primer inner port joins the entrance canal and has 42 moorings.

3.

The Moixo inner port joins the entrance canal. It has 192 moorings and contains spaces known as Port Ducal and Port Marquès.

4.

The Cavallet de Mar inner port joins the 1r Salins and 2n Salins broad secondary canals. It has 61 moorings.

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5.

The Bahía inner port joins the 1r Salins broad secondary canal. It has 56 moorings.

6.

The Salins inner port joins the 2n Salins broad secondary canal. It has 34 moorings.

7.

The Rodes inner port joins the entrance canal. It has 10 moorings.

8.

The Argonautes inner port joins the entrance canal. It has 50 moorings.

9.

The Grec inner port joins the entrance canal. It has 65 moorings.

10. The Illa Cartago inner port joins the entrance canal. It is divided into three zones

known as A, B and C. Zone A has 100 moorings, Zone B has 28 moorings and Zone C has 47 moorings.

11. The Petit inner port joins the Marina main canal through the Empúries inner port. It has 26 moorings.

12. The Empúries inner port joins the Marina main canal. It has 74 moorings.

13. The Empúries B inner port joins the Marina main canal. It has 12 moorings.

14. The Fino inner port joins the Marina main canal. It has 60 moorings.

15. The Sotavent inner port joins the Marina main canal. It has 30 moorings.

16. The Empordà inner port joins the Marina main canal. It has 195 moorings.

17. The Currican inner port joins the Marina main canal. It has 69 moorings.

18. The Porto Alegre inner port joins the Marina main canal. It has 36 moorings.

19. The Banyols inner port joins the Marina main canal. It has 37 moorings.

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20. The Mistral inner port joins the Alberes broad secondary canal through the fourth sports basin. It has 50 moorings.

Article 8:

The quays of the inner marina

1. The inner marina has five quays situated on the banks of the entrance canal. These quays are known as Nord Ponent, Nord Llevant, Nuber Mar, Sud and La

Verge.

2. The Nord Ponent quay has 29 moorings.

3. The Nord Llevant quay has 61 moorings.

4. The Sud quay has 178 moorings.

5. The Nuber Mar quay has 66 moorings.

6. The La Verge quay has 18 moorings.

Article 9:

The nautical services strip of the inner marina

1. The nautical services strip of the inner marina will be delimited as established by the temporary provision two of the Regulations regarding inner marinas

in Catalonia in relation to Article 26 of these Regulations.

2. Use of the nautical services strip is subject to the provisions established

in Article 26 of the Regulations regarding inner marinas in Catalonia. The installation of

ticket booths for the hire of tourist craft on the canals will require the approval of the

port authority, in accordance with Article 26.4 of the above regulations.

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Article 10:

Buildings and facilities of the inner marina

1. The inner marina also contains certain land surfaces which house the buildings and facilities needed to deal with leisure craft appropriately. In particular, the marina has: a) the boatyard, b) the fuelling station and, c) two cranes.
  2. The boatyard is situated at the south-western end of the Sud quay, on the southern bank of the second section of the entrance canal. The boatyard is approximately 5 metres wide. It has a slope down from the land surface to enable craft to enter the canal. It covers approximately 25 square metres above canal level. Craft movements are controlled by a chain attached to the posts on either side of the ramp.
  3. The fuelling station is situated on the southern bank of the second section of the entrance canal and covers a total of 200 square metres. It comprises six petrol pumps and two gasoil pumps. It also includes a one-storey building which covers a surface area of around 18 square metres, used as a supermarket. Part of this land is used for port services in line with the agreement passed by Castelló d'Empuries Town Council on 10 June 1988.
- The inner marina also has two steel cranes next to the canal bank used for craft. They

are situated on the southern bank of the second section of the entrance canal and

cover a total of 420 square metres.

4. The inner marina also has three booths, two situated at the entrance canal, one

in front of the other, and the third at the river mouth to control craft access to the inner

marina.

5. In addition, the marina management has an office block in the

maritime/terrestrial development where it carries out port control and management

work for the concession holder.

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The port authority may authorise the concession holder to replace or extend the facilities described in this article to ensure that port services are provided correctly.

Article 11:

Purpose of the elements found in the inner marina

1. The main purpose of the inner marina is use by sports or leisure craft and, generally speaking, all complementary uses in line with the nature of the marina duly

authorised by its Management.

2. However, in an emergency or force majeure, other types of craft may occasionally use the marina for the necessary time that this circumstance lasts. This

emergency or force majeure situation will under no circumstances exempt the craft and

their crews and users from fulfilling the precepts of these regulations and other applicable provisions, as well as the obligation to obey the indications and instructions

given by the Management, nor will it in any way exempt them from paying the fees that

apply.

The Capitan or Skipper of the craft arriving in the marina under these

circumstances must formalise the relevant communication of forced arrival before the

Management and complete the corresponding contractual form.

3. Craft that depend on the different administrations to complete their tasks of inspection or surveillance may use the marina facilities and moor free of charge in the

place indicated by the marina management, paying, in any event, for the provisions or

other specific services that they may request.

4. Wet or dry repairs, keel work, fuel supply and other similar operations not of a sailing nature can be carried out at the sites in the inner marina specifically equipped

by the concession holder for this purpose, adopting the measures and precautions

established for this. Auxiliary craft, engines, machine parts, provisions and other elements used for or which originate from boats, can only remain on land for the length



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of time authorised for each case and in the locations allocated by the marina

management.

### Chapter Three

#### Management and inspection of the inner marina

Article 12:

#### Management of the inner marina

1. The concession holder will appoint a marina manager who will be responsible for its day-to-day management and operation.

2. The Port Authority must be informed of the appointment of the manager and may only oppose their appointment for duly justified objective reasons.

3. The marina manager will have the following functions:

a)

The management, general organisation and administration of the administrative services of the inner marina and all concession elements in operational terms.

b)

Regulating the circulation and controlling the access of motor vehicles and mopeds to the inner marina.

c)

Ensuring that users of the inner marina fulfil the provisions of these regulations and the rules referred to in Article 1.

d)

Regulating and controlling the general craft movements, entrances, departures, anchoring, mooring and casting-off operations and allocating moorings, as well as the goods, craft and vehicles on land elements that comprise the marina.

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- e) Controlling, and, if necessary, denying persons entrance to spaces of restricted use in the inner marina.
- f) Agreeing the suspension of or refusal to provide port services in the cases established by these regulations.
- g) Controlling the normal functioning of all concession elements.
- h) Inspecting all the facilities, services and assets located within the inner marina.
- i) Preventing, avoiding and reporting infringements that may be committed regarding current rules, and informing as to actions which correspond to the competent administrative authorities.
- j) Controlling the state of cleanliness of all the facilities and services and the fulfilment of all environmental control measures required by law or regulations.
- k) Ensuring that craft moor in the authorised locations and preventing users from mooring who do not fulfil the obligations established in these regulations.
- l) Ordering the removal of vehicles, goods and objects that make it difficult for the inner marina to function normally or which do not use the areas established for them.
- m) Ordering the suspension of entrances and departures from the inner marina when required due to security and environmental reasons.
- n) Having the direction of the marine and surveillance personnel, regulating and coordinating their work.
- o) Issuing the corresponding bills for services provided and the corresponding fees.

4. The manager of the inner marina may delegate the functions of surveillance, operations, systems, services distribution, technical and administrative tasks and other tasks that it considers appropriate to a head of operations and other concession holder employees or third-party companies. This notwithstanding, the personnel who carry out these functions will always do so in accordance with the instructions given by the manager and under their immediate inspection and responsibility. In any event, and in accordance with Article 57 of Law 5/1998, regarding ports in Catalonia, technical

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operations and conservation functions must be undertaken by personnel with the

relevant professional skills.

### Article 13:

Inspection and surveillance of the inner marina

Inspection and surveillance of the inner marina, in relation to the occupation of the

public domain, and in terms of the work, services and operations undertaken here, are

the responsibility of the Port Authority.

### Article 14:

Disciplinary system

With regard to breaches and penalties, the rules established to this effect by

Law 5/1998, of 17 April 1998, regarding ports in Catalonia, and Decree 206/2001, of 24

July 2001, which approves the Port Policing Regulation, or the rules that replace them,

as the case may be.

### Article 15:

Duty of the Management of the marina to provide information and process official complaints

The Management is obliged to inform the Port Authorities of any incidents that occur in

relation to the protection and conservation of the assets and the provision of the services. To this effect, it must formulate any official complaints that are appropriate

and also process any filed by third parties.

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### Chapter Four

#### Security of the inner marina

##### Article 16:

##### Interior security

1. The inner marina has a general surveillance service and no individual surveillance service under any circumstances. Therefore, neither the concession holder nor the personnel that it appoints to this effect are liable for the damages or thefts or robberies that may be occasioned to persons, craft or their accessories and effects or the vehicles parked in the marina complex, or of their contents, and it lies with their owners to adopt the necessary security measures to prevent these, and especially to take out an insurance policy that covers these risks.
2. The acceptance of a port service or the ownership of an exclusive right of use and enjoyment involve the acceptance of this lack of liability, as regulated in the documents of the assignment of this right of use and any that are formalised for the exercise of economic activities in the marina.
3. For the sole purposes of surveillance and security, the concession holder may

install, in the places of the marina that are not free access, video cameras, recording,

webcams and CCTV in the marina complex, providing the due public notice at the

entrance, in accordance with the terms set out in the regulations on the right to privacy

and one's own image and other specific rules that apply. In any event, these devices

may not be focused on homes and the recording media will be deleted after 72 hours,

unless there is justified cause that leads to the presumption that their subsequent use

will be required in criminal legal proceedings.

Article 17:

Control personnel



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1. The concession holder may establish a general control service, concierge's lodge, porter's lodge and crew, and it may hire security personnel in order to perform

the duties of access and general control of the complex, at the orders of the Management.

2. In any event, even if they have been hired by the holders of an exclusive right of

use and enjoyment or by the holders of an economic activity, all the security personnel

carrying out these tasks permanently inside the marina will have to inform the concession holder of this and adapt their action to the legislation on private security

and to the instructions and directives set out in this regard by the Management of the

marina.

Article 18:

### Limitation of access by persons and vehicles

1. The concession holder reserves the authority to prevent access to the inner marina to persons who may presumably be contrary to the normal working of the

operation, and more specifically:

-Any persons who display violent or aggressive attitudes or who cause

disturbances.

-Any persons who carry arms or objects liable to be used as such.

-Any persons with dress or symbols that incite racism or xenophobia.

-Any persons who display signs of intoxication or of having taken drugs or

narcotic substances.

2. The Director or personnel of the marina may prevent the entrance of persons or

vehicles outside the generally established times.

Article 19:

Self-protection plan for the port facilities of the inner marina

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1. The General Management is responsible in matters of civil protection for approving, at the proposal of the concession holder, the self-protection plan of the port

facilities of the marina. This plan should assess the risk of emergencies, describe the

self-protection measures and determine the action manual in the event of an emergency.

2. In the event of an incident occurring in the port services area, the measures set

out in the emergency plan of the inner marina approved by the administration will be

applied.

3. Without prejudice to the provisions of the self-protection plan of the inner marina, the following rules are of compulsory observance for all users:

a)

Should a fire, storm or any other emergency of a catastrophic nature or one that is liable to become one occur, all skippers, crew members and owners of motor vehicles must adopt the necessary immediate precautionary measures and obey the instructions that they receive from the Management of the marina.

b)

Should a fire break out on a craft, besides adopting the immediate precautionary measures, the skipper and the crew must alert the Management of the marina and the crews of adjacent boats, without hiding

in any way the emergency that has occurred.

c)

Should a craft sink in the inner marina, the procedure set out in current legislation must be followed.

d)

In all events of emergency, catastrophic accident or threat of catastrophic accident that may affect the craft or waters of the inner marina, the Management of the marina must provide an account to the Port Authority, as soon as it can, of the measures that it has had to adopt immediately in order to prevent greater damage.

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### Chapter Five

#### System of liabilities

##### Article 20:

##### Liability of the concession holder

1. The concession holder is only liable to the users, the holders of any exclusive right of use and enjoyment on the elements of the marina or third parties for those acts

that, in accordance with current legislation, are directly attributable to it or to the personnel under its orders.

2. Visitors to and users of the marina are admitted into its complex under their own

liability. Neither the concession holder nor the Management of the marina or its agents

are liable for any accidents that they may suffer apart from the cases set out in the

previous section.

3. With regard to the liability before the Port Authority, the provisions of Law 5/1998, of 17 April 1998, regarding Ports in Catalonia, and Article 17 of the Port Policing Regulations, approved by Decree 206/2001, of 24 July 2001, will be observed.

4. Third parties and users who, as a result of the working of the public port service,

undergo damage to their assets or interests that are directly attributable to the concession holder may require it to assume liability for the damage caused.

Article 21:

Liability for damages caused to the public domain

1. In accordance with Article 112 of the Ports Law of Catalonia, and Article 17 of the Port Policing Regulations, any person who, due to action or omission, causes

damages to the port public domain is obliged to make restitution of things and restore

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them to their previous state, paying compensation for the damages caused and, as the

case may be, with imposition of the appropriate coercive fines.

2. In the event that for emergency reasons, the concession holder has to make this restitution subsidiarily, the causer must pay the sum of the cost of the restitution in a period no greater than fifteen days (15) as of the notification.

Article 22:

Liability for damages caused to the assets and rights of the concession holder and to others of private property

1. The users of the inner marina, whether they are holders of an exclusive right of

use and enjoyment or not, the holders of economic activities, and any visiting or third

person, are liable, in accordance with the rules of private law, for any damages that

they occasion, due to their fault or negligence, to the assets and rights of the concession holder and to those of private property of third persons.

2. Negligence will be presumed when the conduct has breached legal or regulatory precepts, orders and/or instructions of the Management of the marina or of

the personnel appointed by it.

3. The concession holder may carry out the repair of the damages caused,

passing the cost on to the causer.

Article 23:

Liability for damages caused to the public service

Without prejudice to the penalties and liabilities referred to in the previous articles of

these regulations, third parties or users of the services and/or facilities of the marina

who, due to action or omission, through fault or negligence, harm the provision of any

port service must pay compensation for the damages caused to the concession holder

or to the owners of the service affected by the facts.



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Article 24:

Liability of persons outside the control of the inner marina

1. The persons who are within the sphere of the marina in the exercise of any duty, task or work, and all other providers of any kind of service in the marina, must

comply with the legally established provisions in terms of work risk prevention and they

must have taken out the appropriate insurance policies that cover the risks derived

from work accidents, civil liability and fires, as well as any damages occasioned by

service stoppages, breakdowns, chance breakages or mishandling of the elements

provided for the provision of the service.

2. The Management of the marina is authorised to demand at any time that the above persons display the documents that accredit the compliance with the obligation

referred to in the previous section. In the event that they fail to observe the requirement, the Management is authorised to suspend the activity that is being carried

out.

Article 25:

Civil liability

1. The owners of craft and motor vehicles and the holders of an exclusive right of

use and enjoyment of any element of the inner marina are liable before the concession

holder for any damages that they may cause to any of its assets, rights and services.

2. The persons mentioned in the previous section are also jointly and severally liable when the damages referred to are caused by third parties who, with their consent

or under their instructions, use, by any title, the craft, the moorings, the motor vehicles

or any other element whose property or exclusive use or enjoyment corresponds to

them.

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3. The users of the moorings, whether they are holders of an exclusive right of use

and enjoyment or not, will be jointly and severally liable with the boat owner or, if

appropriate, the skipper of the craft, for the repair of the damages that have been

caused to the elements of the marina, and for the corresponding compensation for the

damages occasioned, and similarly for the debts that have been contracted with the

concession holder for the provision of port services.

4. The holders of an exclusive right of use and enjoyment are liable before the concession holder for the damages that may be caused to the elements comprising the

marina by persons carrying out work or services under their charge.

5. The holders of economic activities that are carried out in the sphere of the marina are liable for the damages that may be caused to the persons who are under

their dependence or authorisation, or by the users of the economic activities that they

carry out.

## TITLE TWO

### ASSIGNMENT OF THE EXCLUSIVE RIGHT OF USE AND ENJOYMENT OF MOORINGS AND USER REGISTRATION

## Chapter One

### Assignment of the exclusive right of use and enjoyment of a mooring

#### Article 26:

##### Legal system

1. In accordance with Article 29 and 30 of the Inner Marina Regulations, the concession holder may assign the exclusive right of use and enjoyment of the

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moorings not subject to fee-paying public use to an individual or organisation through

the formalisation of the relevant contract.

The assignment of this right does not, under any circumstances, entail the assignment of any of the management and administration powers of the marina that lie

with the concession holder.

2. In terms of relations between the parties, contracts will be governed by private

law, without prejudice to being subject to the regulations applicable to inner marinas

and to this regulation.

3. These contracts grant the assignee an exclusive right of use and enjoyment of

the mooring on the terms set out by port legislation.

In the case of moorings not linked to a plot of land, these contracts grant the assignee a preferential right of use and enjoyment of the mooring, but in the cases of

absence of their holder, the concession holder is authorised for its use on the terms

and conditions that are set out in the relevant contract.

4. In the case of holders of exclusive rights of use and enjoyment on a mooring

linked to a facing plot of land, which have the right to exclusive use of the mooring, the

provisions of Temporary Provision One of these Regulations apply.

5. The lifetime of the contract may not be greater than the lifetime of the concessionary term.

6. The Register of Users of the marina will note the details of the holders of the exclusive rights of use and enjoyment of the mooring, in accordance with the provisions of these regulations.

7. The provisions of these regulations relating to the assignment of the preferential

right of use and enjoyment of a mooring not linked to a plot of land also apply to the

assignment of the right of use and enjoyment of the public granaries or, if appropriate,

other elements of the inner marina.

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Article 27:

Types of assignment

1. The assignment of the exclusive right of use and enjoyment of a mooring may

be:

- a) For the entire term of the concession.
- b) Temporary, when its lifetime is for a term of more than one week and less than the lifetime of the concession.
- c) Occasional or individual, when its lifetime is less than one week.

Article 28:

Assignment of the exclusive right of use and enjoyment of the moorings

linked to facing plots of land

1. The facing moorings with plots of land intended for single-family dwellings are linked to these plots and will be intended for the exclusive use and enjoyment of their

holders, in accordance with the provisions of Article 26.4. The exclusive right of use

and enjoyment of these moorings may not in any event be transferred independent of

the plot of land.

2. The facing moorings with plots of land intended for multi-family dwellings are linked to these plots, in accordance with the provisions of Article 26.4.

In this case, in the statutes of the relevant owners' association of the building, the

mooring will be considered as a common element of exclusive use and the transfer of

the home will entail that of the use of the linked mooring. However, in the event that the

buyer of the home does not want the use of the mooring, the system of assignment set

out in this respect in the statutes of the owners' association of the building will be

observed.



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3. These moorings may not be used for craft that are devoted to or used for the exercise of economic activities.

Article 29:

Assignment of the preferential right of use and enjoyment of the moorings  
not linked to plots of land

1. The moorings situated in the inner marina that are not intended for fee-paying public use or linked to a facing plot of land are freely managed by the concession holder, which may assign the use of them by means of the formalisation of the relevant private contract, without prejudice to the provisions of Article 33 of these regulations.

2. These moorings may not be used for craft that are devoted to or used for the exercise of economic activities, unless the exercise of these activities is authorised on the terms set out in Chapter V of Title Three of these regulations.

Article 30:

Requirements of the contract of the assignment of the exclusive right of use and enjoyment of a mooring

1.

The following are essential requirements of the contract:

a)

Perfectly identify the individual or organisation to which the exclusive right of use and enjoyment is assigned, and the mooring assigned and whether it is linked to a plot of land or not.

b) Duration of the assignment, depending on the concessionary term

c) Transcription of the obligations and rights of the buyers of the right.

d) The express submission of the parties to these Regulations.

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2. The assignment must be in line with the standard contract approved by the Port

Authority.

Article 31:

Formalisation in public deed of the assignment of the exclusive right of use and enjoyment of a mooring

1. Any contracts that the concession holder enters into with a third party for the assignment of the exclusive right of use and enjoyment of a mooring for a term of more

than one year will necessarily have to be formalised in a public deed.

2. The public deeds that are drawn up in accordance with the provisions of this article may be registered in the Land Registry. The corresponding costs will be payable

by the buyer.

Article 32:

Assignment between private individuals of the exclusive right of use and enjoyment of moorings

1. The holders of an exclusive right of use and enjoyment of a mooring by virtue of

a contract drawn up by the concession holder may assign or transfer it to third parties

on the conditions set out in these regulations and in its constituting title, with the third

party being subrogated in all the rights and obligations arising from the contract of

assignment. Should the mooring be linked to a plot of land, under no circumstances

may the assignment be carried out not linked to it.

2. In assignments to third parties, be they individuals, organisations or non profitmaking

organisations, the concession holder must always be reliably notified prior to the transfer in order for it to verify the details in the Register of Users, issue the relevant certificate accrediting the non-existence of debts pending and so that it, similarly, may exercise, if appropriate, the right of first refusal set out in Article 34.

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The above notification will state the name of the third party to whom this right is to

be transferred, the term of the assignment and, in the case of moorings not linked to a

plot of land, the price agreed for the assignment, which the parties will freely set.

3. In assignments between private individuals of the right of use and enjoyment of

a mooring, whether they are linked to plots of land or not, the procedures and formalities that the change of ownership or assignment of the right entails for the

concession holder, and the issue of the relevant certificates, will give rise to the payment of the rate that is, as appropriate, approved for this item.

4. Providing it is not occasional or individual or less than one year, the assignment

must be formalised in public deed, with the transferor being obliged to provide a copy

to the concession holder within one month as of its being drawn up.

5. In the case of temporary assignments between private individuals, the new contract will declare as suspended the rights granted to the original holder in the initial

contract, which will recover its effect in any event of termination of the new one.

Despite the suspension of the contract, the holder of the exclusive right of use and

enjoyment is liable before the concession holder for all the acts and omissions of the

temporary assignee.

6. The rights assigned as being of temporary use may not be assigned or sublet by their holders.

7. In order for the assignment of the exclusive right of use and enjoyment to have

effect before the concession holder, it is, in any event, compulsory:

a)

For the assignor to be up to date in the payment of the financial obligations that it has contracted with the concession holder. In order to accredit this circumstance before the new acquirer, the concession holder will issue the relevant certificate.

b)

For the acquirer to be subrogated in the rights and obligations of the title assigned.

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c) For the concession holder to have been reliably notified beforehand of the assignment sought to be carried out and that all the requirements set out in this article have been fulfilled.

d) For the concession holder not to have exercised its right of first refusal within the term set out in Article 34 of these Regulations.

8. Under no circumstances will the concession holder recognise the new user status in a third party when the contract is drawn up without complying with these

requirements. The non-compliance with the provisions of this article will constitute a

cause for termination of the contract of assignment originally drawn up by the former,

without prejudice to the provisional suspension of the service or other effects set out in

the contract.

Article 33:

Preference in the awarding of the assignment of the right of use and enjoyment of a mooring not linked to a plot of land

1. The owners of homes or commercial premises in the sphere of the maritime/land development have a preferential right in the awarding of the preferential

right of use and enjoyment of the moorings not linked to any plot of land, in accordance

with the criteria that are expressly set out in the rules regulating the users' association

of the inner marina, which, in any event, have to take the order of applications into

account.

2. For the exercise of this right, interested parties should send a written application

to the concession holder, in which they state their interest in being awarded the assignment of the preferential right of use and enjoyment of an unlinked mooring,

accrediting their personal details, the home or commercial premises that they own in

the sphere of the maritime/land development, the price they are offering for the acquisition of the preferential right of use and enjoyment, and the identification and

characteristics of the craft that is to occupy the mooring. Awarding will be carried out

according to the criteria set out in the rules regulating the users' association and will be

subject to the provisions of Articles 30 and 31 of these regulations.



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Article 34:

Right of first refusal

1. In any assignment between private individuals of the preferential right of use and enjoyment of a mooring not linked to a plot of land, the concession holder will have

a right of first refusal for the same price and conditions offered by the third party.

2. For the purposes established in the previous section, the holder of the preferential right of use and enjoyment is obliged to inform the concession holder by

reliable means of any transfer that it seeks to carry out, indicating the price, the conditions of the transfer, the circumstances and the identity of the possible acquirer.

The concession holder must reply, also by reliable means, within 30 working days

following receipt of the notification whether it is exercising the right of first refusal or

not, and, in the event of exercising it, the transfer in its favour will be formalised.

3. After the established term of 30 days, if the concession holder has not exercised its right of first refusal, the holder may, in a maximum of three months as of

the notification, transfer their preferential right of use and enjoyment to the third party

that they indicated, for the same price and conditions offered to the concession holder.

To this effect, the assignment to the new acquirer may be carried out in accordance

with the provisions of Article 32.

Article 35:

Termination of the contract

1. The contract for the assignment of the exclusive right of use and enjoyment must set out the causes for its termination.

2. In the cases where there is a cause for termination of the contract, the concession holder may choose between judicially, and/or administratively, if appropriate, requiring the fulfilment of the obligation or consider the contract for the

assignment of the exclusive right of use and enjoyment terminated. Both if it chooses

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termination of the contract and to require the fulfilment of the obligation judicially, it is

authorised to suspend the services in accordance with and to the effects as set out in

Article 48 of these Regulations and Article 25 of the Port Policing Regulations.

3. The termination of the contract for the assignment of the preferential right of use

and enjoyment will entail the obligation to leave the mooring completely free, empty

and at the disposal of the concession holder, as well as the loss of all sums paid.

Chapter Two:

Register of Users

Article 36:

Aim and content of the Register of Users

1. The concession holder should keep an up-to-date register of the holders of exclusive rights of use and enjoyment of the moorings and of other elements that

comprise the inner marina.

2.

The Register of Users should state:

a)

The name and surnames or the trading name or full registered name of the user, and the logo if it has one.

b)

Spanish tax identification number, tax identification number of other countries, if appropriate, for residents or tax identification code of the state of residence for non-residents.

c) Passport number, if appropriate.

d) Tax address in Spain.

e) If appropriate, address abroad.

f) Type of right of use held on the mooring or other port element and title

authorising the use.

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- g) Identification of the port element or mooring on which the right is held.
- h) Identification of the plot of land to which the right of use is linked, if appropriate.
- i) The share that corresponds to them in the maintenance and conservation costs of the marina, approved by the Port Authority.
- j) Address for notifications in Spain.
- k) Language (Catalan or Spanish) in which the user wants to receive communications.
- l) Characteristics of the craft occupying the mooring.
- m) Chronological list of the applicants for the rights of use and enjoyment of the moorings, on the terms and to the effects of Article 30.2 of Decree 17/2005, of 8 February 2005, approving the Inner Marinas Regulations of Catalonia.

Article 37:

### Registration in the Register of Users

1. All the holders of the exclusive rights of use and enjoyment of the moorings and

of the elements that comprise the inner marina should be registered in the Register of

Users.

2. No individual, organisation or body without legal personality may exclusively use port elements or moorings of the inner marina if they are not duly registered in the

Register of Users. However, the one-off use of the mooring does not require

registration in the Register, without prejudice to having to inform, for its control, of the

entry of the craft to the Management of the marina.

Article 38:

Procedure for registering and amending data

1. Registration in the Register of Users may be carried out on its own initiative by

the concession holder or at the urging of the interested user. In any event, the user is

obliged to provide the concession holder with the information and/or documentation

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that accredits the circumstances that should appear in the Register, for which they may

be required to do so to this effect.

2. Users must inform the concession holder of the inner marina of any circumstance that determines the amendment of the data kept in the Register within a maximum of 15 working days as of this circumstance occurring.

Article 39:

### Treatment of the data in the Register of Users

In accordance with Article 45.2 of these regulations, the data kept in the Register of

Users must be treated as set out by the Constitutional Data Protection Act 15/1999, of

13 December 1999, and the rules issued for its development or the regulation that

replaces it.

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TITLE THREE

SYSTEM OF USE OF THE ELEMENTS AND SERVICES OF THE  
INNER MARINA

Chapter One

General rules

Article 40:

Management and use of the marina

1. The concession holder is responsible for the management of the marina, for maintaining and conserving the elements which comprise it to ensure their correct use,

including the control, surveillance, cleaning and weather signing tasks of the marina.

2. Use of the elements of the marina by users is subject to the provisions established in these regulations.

Article 41:

Public notice of the rules of the marina



1. The marina management must give the due public notice of the rules of access

to the marina and the restrictions and prohibition of use.

2. To this end, a copy of these regulations, current fees and their modifications, as

well as any other information of interest to users will always be available to visitors and

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users of the marina on the notice boards at the offices of the management. This

information will also be posted on the concession holder's website.

3. Similarly, a copy of these rules will be supplied, providing that the ownership of

the right to exclusive use and enjoyment of some of the elements of the marina is

conveyed or the use of the mooring is assigned for a period of longer than one week.

Article 42:

### Use of the inner marina

1. The use and enjoyment of the canals for mooring craft, of the jetties, land surfaces, parking and keel work areas, thoroughfares and other facilities and services

which are governed by the prescriptions contained in these regulations.

2. Users must obey the instructions and directives established by the Port Authority, the marina management and, if necessary, their delegated agents.

3. Access by land to the marina by people and vehicles is regulated by the provisions of Chapter Two of this title.

4. The marina management is responsible for determining craft should be moored

at each mooring on the canals, in the basins, inner ports, on the quays and at other

locations equipped for this purpose.

5. The economic activities in the inner marina must be carried out in the manner established in Chapter Two of this title.

6. Use of the marina spaces for any commercial or promotional activity, for reportages or advertisements, videoclips, cinema or television filming, for fashion,

advertising, or similar photography will require the authorisation of the marina management. In any event, this authorisation is subject to the feasibility and opportunity of the project and the payment of the price established.

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7. The raising and launching of craft can only be undertaken using the cranes which comprise the concession in accordance with Article 10 of these Regulations.

Article 43:

### Limitations of use

Due to security or operational mechanical reasons, the marina management may establish temporary and time-based limitation regarding the user of certain port

elements. These limitations will be displayed on the marina notice boards and on its

website.

Article 44:

### General prohibitions

1.

The following are generally prohibited in the inner marina:

a.

Smoking or the use of electronic or telephony equipment during fuel supply or decanting operations.

b.

Lighting fires, bonfires or using lamps with a naked flame.

c.

Fishing and gathering shellfish, water-skiing, using a Jet-Ski, windsurfing, bathing, diving and swimming in the marina and around the river mouth. The use of Jet-Ski is also prohibited for entering and leaving the marina, providing the following conditions are met: 1) Entry and departure will only be via the canals stipulated by the management; 2) The speed must not exceed two knots; 3) The relevant insurance must be taken out to cover contingencies for any damages that may be caused to assets and third parties.

d.

Undertaking any works or modifications to any element of the marina without written authorisation from the port authority, with the concession holder duly being informed about this.

e.

Throwing waste, debris, rubbish, liquid waste, paper, peelings and shells and any kind of materials, polluting or not, both on land and in water, outside the specific waste depositing area. Rubbish must be deposited

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in the containers equipped for this purpose and in selective and tied bags. Generally speaking, all waste must be deposited or managed and treated in accordance with the stipulations of the marina environment management regulations.

f.

The use of public address systems and music equipment by individuals when the noise of these does not overrun the port space.

g.

Holding meetings or get-togethers which require the use of the port services area without the prior authorisation of the management which will allocate the area where these may be held and the conditions of use.

h.

The movement of fuel supply vehicles or craft, except those which supply fuel to the marina petrol station, and the direct supply of fuel to craft outside the petrol station, unless the management gives exceptional authorisation to this movement and supply and due to justified reasons.

i.

Positioning craft, trailers, boxes and objects of all kinds outside premises or outside work and storage areas established and charged by the concession holder.

j.

Depositing nets and other fishing tools in areas not expressly equipped for this purpose.

k.

Installing any kind of sign, even to advertise establishments, which do not meet the homogenisation criteria approved by the authority. In any event, the concession holder must be informed about application procedures for the corresponding authorisation or licence.

l.

Undertaking an economic activity that does not observe the provisions of these regulations.

m.

Cleaning sails, nets, covers and other nautical tools on the quays, in the basins or on land spaces.

n.

Leaving on the surfaces of the quays, basins or land spaces any element, assets or object, as well as carrying out work, repairs or maintenance to craft on the quays, in the basins, in parking lanes, etc.

o.

Using water supply points of quay, basin or land space hydrants to clean vehicles, tools or for any other purpose that is not the supply of water to the craft.

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2. In addition to the general prohibitions above, users of all types of moorings are

subject to the prohibitions established in Article 63 of these Regulations.

Article 45:

The rights of users

1. All users of the marina have the following rights:

- a) Enjoy the elements of the inner marina, within the scope of the limitations which, in each case, have been established by these regulations.
- b) Use the fare-charged public use services of the inner marina under the terms set out in these regulations.
- c) Be treated during the provision of the marina services with the principles of universality, equality and non-discrimination.
- d) Be informed about how the marina functions, the charges and fees that apply.
- e) Submit claims, complaints and suggestions regarding the provision of services.

2. The personal data of users to which the concession holder has access while carrying out its functions must be treated in accordance with the Personal Data Protection Act 15/1999, of 13 December 1999, and the rules passed for its development or the regulations replacing them.

Article 46:



## The obligations of users

1. All users of the inner marina, irrespective of whether they hold the right to exclusive use and enjoyment of a mooring or private element of the marina or occasional visitors are obliged to:

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- a) Fulfil all the prescriptions of the Ports Law of Catalonia and other regulations which apply to the marina, as well as the conditions established in the concessional title, respecting, in any event, the appropriate use of the port public domain, its works and facilities.
- b) Fulfil and respect the system of use of the elements of the inner marina established in the Ports Law of Catalonia, the regulation which develops it, and in these regulations.
- c) In any event, observe the instructions and indications of the port authority, the marina management and of other personnel working for the concession holder.

2. Users of moorings, be they holders or not of the right to exclusive use and enjoyment, are also obliged to:

- a)  
Respect the general facilities, as well as those of other users that they use by virtue of the right to preferential use and enjoyment.
- b)  
Be responsible, jointly with the boat owner and, if necessary, the skipper of the craft, for the damages caused and repairs that need to be carried out, and be responsible for the cost of the repairs that have to be made as a result of this and the compensation that has to be paid.
- c) Take due care regarding the use of the mooring site and other facilities, maintaining it in good conditions and in perfect use.

d) Pay the charges, taxes, prices and other costs of the port services provided or used.

e)

Be responsible, jointly with the boat owner and, if necessary, the skipper of the craft, for payment of the charges, taxes, prices and other costs of the port services provided or used.

f)

Take out civil and personal liability insurance and insurance to cover the craft established in each case by current legislation.

g)

Comply at all times with port maritime security regulations, fulfilling for this purpose and under the terms set by the Authority, or, as the case may be, the actions needed to adapt to the corresponding rules indicated by the marina management.

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h) Not pose any impediment to access by marina personnel to the deck of their craft to provide assistance to other craft, maintain or verify the mooring system, secure mooring lines or check fenders, awnings or sails.

i) Correctly gather in gangplanks or auxiliary craft hanging from hooks so that they do not touch the quay or facilities, supply and emergency hydrants, be it in calm seas or adverse wind and swell conditions which may drive the craft towards the quay.

j) Use at least three fenders in good working order on each side, two mooring posts with absorbers, whose dimensions follow the marina management criterion or other mooring elements that it stipulates for protection purposes and to prevent damage to the craft moored alongside and marina facilities. The management may, at a cost to the mooring owner, boat owner or craft user, at its own initiative install these security elements.

k) Inform the marina management or the administrative personnel at its offices about the details of the craft occupying the mooring.

l) Inform the marina management regarding departures made by the craft longer than two days under the terms set out in the contract of assignment of the right to preferential use and enjoyment of the mooring.

m) Notify the marina management, should the boat owner or skipper of the craft be absent, of the name, address and telephone number of the person who will be in charge of the craft during their absence.

n) Allow and collaborate in port authority and marina management inspection and surveillance functions.

o) In a visible location on the craft, write its name or the registration number that helps identify it.

3. Holders of the right to exclusive use and enjoyment of a mooring or exclusive element and owners of economic activities, are obliged to:

a)

Undertake their activity in accordance with the title which grants them the right to occupy port spaces and abstaining, in any event, from using them for other uses that have not been expressly authorised.

b)

Fulfil the conditions and requirements established in these regulations and in the corresponding contract for transferring the right to exclusive use and

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enjoyment of the mooring or exclusive element or to temporarily, specifically or occasionally assign the use of the mooring.

c) In the case of holders of the right to exclusive use and enjoyment, pay the corresponding fees derived from the upkeep and maintenance of the marina, as well as for the corresponding port services provided to them and which they use, with the owner of the craft, their skipper, the owner and, if necessary, the user of the mooring right jointly meeting this cost.

d) In the case of premises or exclusive elements, fulfil municipal by-laws and rules approved by the competent authority regarding opening and closing times of premises, the prevention of noise and light pollution, public order and safety, and any others that may apply.

e) Fulfil orders and instructions of the port authority and marina management which refer to the fulfilment of current regulations and, in particular, of the Port Policing Regulation of Catalonia and of these regulations.

f) Apply for and obtain the relevant licences and authorisations and the authorisation of the concession holder to undertake all types of fixed or removable works or installations to the elements which comprise the inner marina, without these works or installations in any way interfering with the functioning and management of the marina.

g) In the case of premises, facilitate the access and inspection, by the personnel appointed by the port authority and marina management, of the areas occupied, including those for exclusive use, and provide all the necessary documentation which is required to help with writing the final reports, be they informative, statistical or penalising in nature.

h) Prior to the transmission of the right to exclusive use and enjoyment, fulfil

the requirements established in these regulations.

i) Take out civil liability, damages to third parties, fire, theft, insurance etc., which they are obliged to do under current legislation.

Article 47:

#### Notifications

1. To all effects, notifications and requirements will be sent to the address designated by the interested party at the time, either when contracting a service or

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acquiring the ownership of the right to exclusive use and enjoyment. Changes of

address will only have an effect if they are communicated in writing and with recorded

delivery at the marina management.

For the purposes established in the section above, the user may designate an e-mail address to which the corresponding notifications should be sent.

2. In the event that the interested party has disappeared or cannot be found, with

this to be so when the written notification sent is returned by the postal service or, if

necessary, the e-mail in which the notification was sent is rejected, this notification will

create its desired effects by being published within twenty working days on the notice

board at the offices of the marina.

3. Notifications to users, boat owners or crews of craft in transit or on a temporary

basis will be made on the notice board at the offices of the marina and/or at the moored

craft.

Article 48:

### Suspension of services

1. The marina management may agree the suspension of the provision of a service on the express orders of the Port Authority, or at its own initiative, in the



following cases:

a) If the cost of the service has not been paid in accordance with the charges and on the due date.

b) Non-payment of the sums resulting from the settlement of damages for which they are liable.

c)

In all cases where the user uses the moorings or any other element of the marina in the manner or for uses other than those established in the regulations or title of assignment of use and enjoyment, with prior notification from the management.

d)

When the user does not allow entry to the craft or any other facility at the marina for which it holds preferential assignment of use and enjoyment, during working hours or regular hours in terms of the outside world, for

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personnel who, authorised by the management, are in charge of reviewing the facilities.

e) Negligence on the part of the user regarding the general upkeep of craft, premises and facilities.

f) If, in accordance with these Regulations, the charges, taxes, prices and fees for upkeep and maintenance and other sums required by these regulations are not paid on the due date.

g) Non-fulfilment of the rules of use regarding the marina facilities.

h) No relevant insurance being in place.

i) If the craft does not have the official seaworthiness and inspection or technical revision certificates from the competent maritime authority.

j) Non-fulfilment of maritime security rules and any other port regulations.

2. For the purposes of the provisions of the article above, the marina management

will request the user in writing to rectify their behaviour within 20 working days or

make any outstanding payments, advising them expressly that, should they fail to do

so, services will be immediately temporarily suspended. Suspension of the service

allows the management to take the measures set out in Article 65 of these regulations.

Article 49:

Work on elements of the inner marina

1. Without prejudice to the legally required licences, permits or authorisations, no individual, organisation or body not of a legal nature may undertake work or modifications of any kind to elements which comprise the inner marina, without the authorisation of the port authority, with the concession holder being informed of this.
2. The concession holder is responsible for adopting the legally established measures to prevent the execution of unauthorised works on the elements of the inner marina and, if necessary, oblige the authors to restore the items to their previous condition, at a cost to them. To this end, the marina management will draw up the corresponding requirement and, if this is not fulfilled within 20 working days, the

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concession holder is authorised to carry out the subsidiary execution at the cost of the

interested party, without prejudice of suspending the service or terminating the contract

of assignation of the right to preferential use and enjoyment under the terms established in this contract.

Article 50:

### Pets

1. Pets are permitted to enter, stay and move throughout the marina, providing that they are duly tethered and, in the case of dogs, also wear the corresponding

muzzle, and that the applicable sectorial regulations and Castelló d'Empuries Town

Council by-laws regarding pet ownership are observed.

2. To avoid packs of animals from spreading, the feeding of cats, dogs, birds and

all other stray animals throughout the marina is forbidden.

3. Without prejudice to the subsidiary liability of the owner, pet owners are responsible for the damages and inconveniences that their pet may cause other persons, animals, assets and, generally speaking, any item or element in the inner

marina.

Article 51:

Aesthetic conditions and rules regarding the uniformity of the elements of the inner marina

1. The elements that comprise the marina, including awnings, barriers, urban furniture and other features must adjust to the aesthetic conditions and rules regarding

uniformity that may be passed by Castelló d'Empuries Town Council and, if necessary,

the port authority, with the concession holder being informed of this.

2. Without prejudice to municipal jurisdiction, should an individual, organisation or

body not of a legal nature fail to fulfil the rules regarding the aesthetic appearance of

the inner marina, the concession holder will require them within a period of no more

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than 20 working days to carry out the actions required to adjust to this regulation. If,

once the period granted for this has elapsed, the person required has not done so, the

marina management will adopt the necessary measures to ensure the aesthetic appearance of the marina, even the removal of elements, the cost of which will be met

by the person in question.

Article 52:

### Signposting in the marina

1. Parameters that must be observed regarding signposting in the marina, including the advertising of establishments, must be uniform in line with the criteria

established expressly by the port authority.

2. The image that identifies the marina and the signposting elements must adjust

to the provisions of the Department of Regional Policy and Public Works Order of 10

August 2001 or the rule which replaces it.

Article 53:

### Abandoned craft, vehicles and objects

1. At the request of the concession holder, the port authority is responsible for

initiating and processing cases of abandonment of vehicles, objects and craft that have

been abandoned at its facilities. For these purposes, abandonment will be considered

to exist when the circumstances have occurred that are established in Article 28.4 of

the Port Policing Regulation.

2. The procedure and effects of the declaration of abandoned assets is subject to

the provisions of Article 28 of the Port Policing Regulation.

3. Once abandonment has been declared before the port authority, the marina management is authorised to remove the craft, vehicle or object and transfer it to the

location that it deems suitable and that does not interfere with the normal activity of the

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marina. The costs incurred by the abandonment and, as the case may be, any debts

pending will be deducted from the amount obtained from aligning, scrapping or destroying the assets.

### Chapter Two

Access to the inner marina, vehicle stays and parking

Article 54:

Access to the inner marina

1. Maritime access via the river mouth of the inner marina is limited to leisure craft

with a maximum draught not in excess of 3 metres.

2. No craft in transit may enter the marina without the prior authorisation of the management. Generally speaking, the skipper or captain of the craft must send a

communication at least 24 hours in advance to the marina management, specifying the

services that they are requesting and the estimated time of their stay, without prejudice

to the fact that the marina management may authorise entry even though the communication is made sooner, providing moorings are available. If entry is authorised,

the skipper or captain must proceed as set out in Article 68 of these regulations.



3. Holders of the right to exclusive use and enjoyment of a mooring must communicate the identification details of all craft that they may occasionally wish to moor at the mooring the management. To ensure appropriate access to and security of the marina, this communication must generally be made 24 hours in advance, although the marina management may authorise entry even though the communication is made sooner, providing that the relevant controls can be carried out.

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4. All craft accessing the marina are subject to the authority of their skipper or captain, who assumes responsibility for their crew and, especially, the cost of any

damages that may occur to the facilities which comprise the marina or to third parties.

5. The marina management must establish the appropriate measures regarding the entry and departure of craft.

Article 55:

### Access by persons to the inner marina

1. Access by pedestrians to the marina is free, except with regard to the jetties of

the inner ports and to the buildings and facilities referred to in Article 10 of these regulations.

2. The Management of the marina must establish the entrance and exit control measures that are suitable in order to maintain access to the above spaces restricted.

Article 56:

### Times

1. Access to the marina is open every day of the year between 7 am and 9 pm.

2. This notwithstanding, the holders of an exclusive right of use and enjoyment of

any of the areas of the marina, the crews of the craft duly authorised and the persons

authorised by the concession holder may access their mooring at any time.

3. The tourism activities of the canals are subject to the timetable established in the Study of the Uses of the Canals for Tourism, which is attached as Appendix 2.

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Article 57:

Access, entry and exit on land of craft, trailers, accessories or goods

1. The access, circulation and parking of vehicles must be done in the areas signposted for this purpose and is subject to the acquisition of an access ticket at the

entrance control, and the complex may only be left after payment of the fee accrued in

the exit control. The fees for these services will be displayed at the access to the

marina, on the notice board and on the website of the concession holder.  
Vehicles

must comply at all times with the rules of the legislation on road circulations and complementary legislation.

2. Holding an exclusive right of use and enjoyment does not entail any right of access to the marina complex by vehicle.

3. Generally speaking, the circulation of motor vehicles and mopeds in the sphere

of the inner marina is only permitted to go to the parking spaces, leave the facilities and

carry goods and other elements, without interrupting the operations of the port activity.

Motor vehicles and mopeds may stop temporarily, with prior authorisation, in the proximities of craft to carry out necessary supply activities during the time strictly

necessary and providing they do not interrupt the general circulation of the marina.

The circulation of vehicles in the nautical services strip of the secondary canals is

limited to the public services and port, surveillance and lifesaving vehicles.

4. The Management is authorised to refuse access to any vehicles whose state of

preservation may endanger the marina.

5. With the exception of fuel supply vehicles to the marina petrol station, entry to the marina of any vehicle transporting fuels or explosive or hazardous materials is

prohibited.

6. Vehicles transporting craft, trailers, accessories or goods must inform the land

control personnel of the marina of their destination on access. On leaving, they must

complete an exit notification form detailing the elements removed from the complex, of

which the administration of the marina must have prior knowledge, and which may be

checked by the access control personnel.

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7. Loading vehicles, platforms or trailers transporting goods to the marina may only access the complex in the times determined by the concession holder, for the

good operation of the facilities, and may not under any circumstances remain longer

than necessary to carry out the loading and unloading operations, which will be allocated to them at the time of access.

Article 58:

### Vehicle stay

1. The concession holder does not admit vehicles in the marina complex as deposit and only authorises, with payment of the relevant access fee, the occupation of

a specific space in the marked areas. Therefore, it accepts no liability for any damages,

theft or robbery of parked vehicles, their accessories or the goods left in them.

2. Driving or parking vehicles outside the areas marked to this effect is prohibited.

3. The repair or washing of vehicles is not permitted on the roads or in the parking

areas.

4. The Management of the marina must provide spaces in the parking areas reserved for persons with reduced mobility.

Article 59:

## Maximum speed

The maximum permitted speed in the marina complex and its accesses is 10 kph. The concession holder may provide elements to deter excess speed on the roads in the marina.

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Article 60:

Removal of vehicles, craft, trailers and objects

1. The Management of the marina is authorised to remove any vehicles that are parked outside the marked areas or when they impede circulation in the marina complex and in all cases where the location of the vehicle disturbs the services and

operation of the marina.

2. In the event of removal of a vehicle, it will be left in the area enabled to this effect. The vehicle owner or user must pay the cost of the expenses occasioned prior

to departure.

3. In the event that it is considered necessary for the good operation of the marina,

under the provisions of Article 23.4 of the Port Policing Regulations, the Management

may request the cooperation of the corresponding municipal services of the Castelló

d'Empúries Town Council.

4. The Management is authorised to remove the craft, trailers and objects that are

on the roads or in the parking areas or scattered about the marina complex. Similarly in

this case, the craft, trailer or object will be left in the area enabled to this effect; the

owner or user must pay the cost of the expenses occasioned prior to departure.



5. The stay of immobilised vehicles is not permitted, in the whole of the marina complex, for a period of more than 15 days without the express authorisation of the

Management. The acquisition of a season ticket does not authorise the non-fulfilment

of this rule.

Chapter Three

Rules on the use of moorings in the marina

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Section 1:

Rules common to all mooring types

Article 61:

Mooring of craft

1. Craft may only moor at the mooring allocated to them and always in the appropriate manner to prevent damage to the facilities or to other craft, always positioning in between the necessary number and size of fenders at the adequate

height, well fastened to the deck.

2. The management of the marina may, on its own initiative, remove any craft that

is occupying a mooring that has not been allocated to it, without prior notice, for which

its owner or skipper will be liable without any right to compensation.

3. Craft may only occupy the moorings corresponding to their length and beam.

The Management will recommend the maximum craft measures that can occupy the

mooring. The occupation by the craft may be a maximum of the length of the mooring,

minus a space for protection and safety. The occupation by the total length of the boat

(which includes the longitudinal appendices and the guardrails, engines, davits and the

auxiliary boat if it is hanging or exterior rudders) and the safety space may not exceed

the length of the mooring, while the boat's beam will be 10% less than that of the

mooring and 15% of moorings with finger, in order to be able to use the fenders.

4. Lateral appendices or non-folding fishing rod supports are not permitted.  
Craft

with flaring or side protection rigging that exceed the lateral plane of the side on which

the fenders are held must increase the size of these and may be required to occupy a

larger mooring if they represent a risk to the craft alongside or the marina facilities. In

any event, it will be the management of the marina that decides on the suitability of use

of each mooring in order to ensure the conservation and safety of the craft and the

facilities.

5. Under no circumstances may craft moor in the secondary canals occupying a space (calculated as established in Section 3 above) of more than three metres in

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width measured from the canal steps. Similarly, under no circumstances may the

maximum length and beam corresponding to each mooring be exceeded.

6. The boat owner is responsible for providing the suitable elements for mooring to

the quay and fenders, which the Management may install at the owner's cost if they do

not have them.

7. Insofar as the risk of access by sea with craft through the river mouth varies according to the state of the sea, the characteristics of the craft and the skill of its

skipper, the decision to access the marina or not in the event of bad weather lies with

the latter, who is exclusively responsible for this manoeuvre.

Article 62:

### Safety and conservation of craft

1. All craft moored in the marina must be maintained in a good state of conservation, buoyancy and safety.

2. Should the Management observe that any craft fails to comply with these conditions, it will alert the owner or person in charge of it and will give them 25 working

days in which to repair the shortcomings noted or remove the craft from the marina.

3. Should this period elapse without this being done, or if the craft is in danger of

sinking or of causing damage to other craft or to the marina facilities, the Management,

on its own judgement, will take the necessary measures, for which the owner will be

responsible, to prevent any damage. In these cases, the Management of the marina is

authorised to remove the craft, transfer it to another place or place or leave it on land

without prior notice.

In any event, the cost of raising the craft from the water, refloating it or cleaning the

obstructions and residues emptied into the marina and any other that has occurred as

a consequence of the actions taken will be met by the boat owner, as will the storing

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fees generated by the new location, which may be required in accordance with the

applicable regulations.

4. All craft that enter or stay in the marina must be fitted with the corresponding waste and bilge water emptying filters and devices. The marina personnel are authorised to seal any outlet on the craft for direct emptying into the sea and to refuse

entry, or not permit the stay in the marina, of any craft that fails to comply with these

preventive measures.

5. The Management may prohibit the entry or mooring of craft with exhaust pumps

that do not have adequate filters to prevent the emptying of pollutants in the marina or

that do not have waste and faecal water containers and mechanisms for their extraction.

6. The cleaning of moored craft may only be done with minimal quantities of biodegradable products.

Article 63:

### Prohibitions

Besides the general prohibitions established in Article 44 of these regulations, the

following are prohibited for users of the moorings:

a) Carrying inflammable or explosive materials or hazardous substances on the craft, except for regulatory signal rockets and flares, the essential fuel reserves and gas tanks for the supply of the facilities and functioning of the craft.

b) Carrying out work or activities on the craft that are or may be annoying or dangerous to other users. To this effect, the Management of the marina may suspend this work or activity or, if appropriate, indicate the times in which it can be done.

c) Keeping the engines running with the craft moored to the quay or to the jetty or

in the absence of the crew. In order to remain connected to the land electricity supply, the craft should have a safety system that cuts off the supply in the event of any deficiency.

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d) Leaving the halyards slack so that they hit the mast, and leaving the rolled foresails raised without a safety knot at the height of the sheet tack.

e) Dropping anchor in the marina, except in the event of an emergency.

f) Using anchors or buoys except in the event of an emergency.

g) Connecting to the electricity and water supply lines with means other than those

established by the concession holder, unless they have the express

authorisation of the concession holder. The craft must have the necessary protective elements to prevent the risk of fire or to protect its equipment.

The concession holder will not be liable for the faults occurring due to an accidental rise in voltage.

Metal-hulled craft must control the earth potential of the electricity supply line in order to protect against corrosion due to electrolysis.

In any event, the craft's electrical connections to the service hydrants must comply with the low-voltage regulations.

h) Sailing with the craft at a speed of more than three (3) knots or with dinghies in

places other than those enabled by the Management of the marina.

i) Cleaning the craft and tools using hoses not fitted with a water diffuser with trigger or a closure system to prevent using water during intervals of non-use.

The Management of the marina may prohibit the use of drinking water for cleaning craft.

j) Throwing away any type of solid, liquid or gaseous waste in places other than those enabled for the specific disposal of waste. Only toilets on craft fitted with waste water storage tanks may be used. The Management of the marina may inspect and seal the outlets of craft that do not have these tanks. The action of



sealing and/or use of the receiver station will entail the payment of the appropriate fees.

k) Leaving the auxiliary boat floating except when in use.

l) Sailing visiting craft along the canals of the marina between 21:00 hours and

7:00 hours, except in the case of holders of a preferential right of use and enjoyment or with the express authorisation of the Management of the marina.

m) Carrying out commercial or catering activities on board the craft. Under no circumstances may the commercial or administrative operation of boat rental (which will always require the prior authorisation of the concession holder) be located on board a craft.

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- n) Unduly occupying a fee-paying public use mooring or any other mooring, whether it is linked to a facing plot of land or not.
- o) Installing tyres as fenders on the walls of the canals of the inner marina.
- p) Using the craft as a dwelling (staying overnight for more than seven nights in a 30-day period) without the express authorisation of the management. In this case, the management may require a complementary fee to the established charges. For this authorisation to be requested, it will be a necessary condition that the craft is fitted with the corresponding waste water tanks of sufficient capacity for its needs.
- q) Turning on the radar equipment in the marina with the exceptions of tests for repairs or manoeuvres.
- r) Any other set out in these regulations or in the rules that are applicable in each case.

Article 64:

### Change of mooring of craft

1. The Management of the marina has the authority to rule on manoeuvres to change the circumstantial place of craft when this is necessary for safety reasons, for the carrying out of work or maintenance or for the organisation of any sporting or cultural event. To this effect, it will have to give the appropriate instructions to the crew

and, if the crew cannot be located, the Management may, through its agents, directly

carry out the operation.

This change of location will always be temporary and will be limited to the time that

is strictly necessary. Providing immediate action does not need to be taken, the owner

of the mooring will be informed with the necessary advance notice.

2. In the case of fee-paying public use moorings, the payment of the mooring fees

does not imply the relation of the craft to a specific mooring.

3. In any event, the change of mooring place does not generate any right to compensation.

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Article 65:

### Suspension of the mooring service

1. The mooring service may be suspended in the cases set out in Article 48 of these regulations, both in the case of fee-paying public use moorings and of moorings,

linked to a plot of land or not, that have undergone any assignment of the right of use

and enjoyment.

2. To this effect, the Management of the marina will require the user in writing to rectify their conduct or get up-to-date with their payments within 20 working days,

expressly advising that to the contrary the immediate temporary suspension of the

services will take place. The user will be advised in the same requirement that should

the automatic suspension of the service occur, they are obliged to remove the craft

within a maximum of 20 working days and that if they do not do so voluntarily, the

Management of the marina may, until the causes that led to the suspension of the

service, remove the craft from the mooring and leave it in dry dock or in the area it

deems most appropriate or provisionally immobilise it at its own mooring, installing the

elements that are necessary to prevent access to or use of the mooring in order to

ensure the suspension of the service.

In this case, the costs that are occasioned, including those of towing, raising, transport, stay and removal of the craft, or the installation of the necessary elements to

prevent the use of the mooring, will be met by the user or the holder of the preferential

right of use and enjoyment, jointly and severally as set out in Article 25 of these regulations. The concession holder has the right to retain the craft until all debts pending and costs occasioned are paid or until payment of the debt that has caused

the suspension is sufficiently guaranteed.

3. When the suspension of the mooring service occurs at the request of the holder

of a preferential right of use of a mooring granted during the entire term of the concession on a craft, the temporary use of which they have authorised to a third party,

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the former will have to file the request in writing and deposit a guarantee to be jointly

and severally liable for the costs that are occasioned.

4. Without prejudice to the above provisions, the concession holder may decide to

terminate the right of use of the mooring on the terms set out in the contract.

5. The Port Authority, and the Admiralty in the event that its jurisdiction is affected,

must be informed of the suspension of the service or, if appropriate, the termination of

the right of use.

Section 2:

Moorings with an exclusive right of use and enjoyment

Article 66:

Rights of the holders of an exclusive right of use and enjoyment of a mooring

1. The holders of a preferential right of use and enjoyment of a mooring, whether

this extends to the term of the concession or is temporary in nature, have the following

rights:

a) Permanently have the right to moor the craft of their authorised property, which complies with the requirements set out in Article 61 and 62 of these regulations, to the assigned mooring. In order to be able to enjoy this right, the holder should have registered the craft that is to occupy the mooring in the Register of Craft that the Management of the marina must keep to this effect and the identity of the persons who may use and skipper the craft (full name, contact address, contact telephone number, copy of the passport and of the sufficient nautical document enabling them to pilot the authorised craft). Similarly, they must

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communicate beforehand any replacement of the craft that can occupy the mooring.

b) Embark and disembark personnel, as well as materials, tools and objects necessary for sailing.

c) Connect to the general water and electricity supply grids using the elements that the concession holder has made available, with prior payment of the general connection fees established and paying the appropriate charges.

d) Use the other facilities of the marina, in accordance with the provisions of these

regulations and those contained in their title, through the payment of the general fees established and the taxes, conservation and maintenance charges and appropriate charges.

e) Assign to third persons their exclusive right of use and enjoyment of a mooring

subject to the provisions of Articles 26 et seq. of these regulations.

2. Failure to comply with the obligations set out in these regulations or the exercise of the exclusive right of use and enjoyment differently from that authorised will

enable the Management to suspend the mooring service, in accordance with the

provisions of Article 65.

Section 3:

Fee-paying public use moorings



Article 67:

Fee-paying public use moorings

1. The moorings at the marina intended for fee-paying public use are located in the inner port of Cavallet de Mar and on the Nuber Mar and La Verge quays and are

suitable for craft of a length and draught of no more than 20 metres and 2.5 metres

respectively. The amendment of their location must be authorised by the Port Authority.

2. Fee-paying public use moorings are subject to compliance with the rules set out

in port legislation for leisure craft in transit. Failing express provision of these rules,

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they may not be occupied by the same craft during a period of more than 15 days in

the high season or three months in the low season. To this effect, high season will be

considered to be between 1 July and 31 August.

3. The occupation of the fee-paying public use moorings for craft other than leisure

craft in transit (current list 7) may only obey exceptional circumstances and requires the

prior authorisation of the Port Authority.

Article 68:

Request for access and mooring service

1. The access to, mooring at and departure from the marina of craft in transit must

generally be requested of the Management with 24 hours advance notice, indicating

the services that are to be used. Once entry to the marina has been authorised, the

request for services must be made as follows:

a) The skipper will moor the craft provisionally at the waiting quay or where indicated or, if they know it, they will occupy the mooring reserved for them.

b) They should go as soon as possible to the management office if it is open or as soon as it opens if it is closed at the time of arrival. They should identify themselves at this office and request the provision of the service, registering the characteristics of the craft, the boat owner and skipper, the length of the stay and the details that are required. They will be informed of the statutory rules, of the existing fees and of the length of the stay that can be accepted, and they will sign the appropriate application form, which will have the nature of a service contract that will bind both parties.

c) The Management may require the deposit of a bond equivalent to the cost of the services requested, which must be deposited before occupying the mooring that is assigned or using the desired service.

Similarly, before authorising the mooring or at any time during the stay at the marina, the Management may inspect the state of the craft, and especially with regard to the environmental prevention measures set out in these regulations, and it may deny or suspend the provision of the service and demand the

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immediate departure of the craft from the waters of the marina in the event that it is not in line with the provisions of these rules and regulations.

d) For night arrivals, the security personnel may require that the skipper of the craft leaves in their possession the craft's muster, or other guarantee, which will be returned to them the following day at the marina offices, or a cash deposit which will be refunded.

e) Before departure, the skipper must inform the Management of the time when they will leave the marina, which will always be before twelve o'clock noon on the day of departure, and they must pay for the services received, with prior issue of the corresponding bill by the Management of the marina.

2. In cases where the applicant is not authorised to stay at the marina or does not

respect the conditions of use, they must leave the complex.

3. Any craft that has stayed at the marina, even though its entry has not been authorised, may not leave without paying in full the fees for the services that it has

used during its stay.

4. Refusal to pay the fees indicated will authorise the Management to retain the craft and suspend the services in accordance with Article 65 of these regulations. To

this effect, the Management may require the assistance of the police.

### Chapter Four

Port services

Section 1:

Types of port services and management system

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Article 69:

Fee-paying public use services

The following are considered to be fee-paying public use port services:

- a) The use of public and fee-paying mooring places.
- b) The craft launching service.
- c) The craft raising and launching service.
- d) The supply of fresh water and electricity and, if appropriate, communications.
- e) The fuel supply service.
- f) The use of vehicle parking areas.

Article 70:

Other port services

Other port services are provided in the marina that are not subject to fee-paying

public use in accordance with Article 69 of these regulations, such as the craft towing

service, craft refloating service, installation of posts and buoys, water pumping service,

craft repair, hibernation areas and other similar services in the interest of craft.

Article 71:

Management system

1. The concession holder is exclusively responsible for the organisation and provision of the port services, either directly or indirectly through the companies with

which it has entered into the relevant contract to this effect, without prejudice to the

concession holder being responsible for the provision of the service before the Port

Authority.

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2. The contracts that the concession holder enters into with third parties for the total or partial provision of the port services are subject to private law, without prejudice

to their having to respect, in any event, the rules applying to the inner marina.

3. The contracts formalised with the concession holder to provide port services may not be assigned to third parties, and neither may other persons be subcontracted

for the effective exercise of these services without the prior written consent of the

concession holder.

4. As a minimum, contracts must contain the description of the services the operation of which is assigned, the equipment that must be provided by the service

provider to carry out the activity, the maximum authorised charges, the liability

insurance that must be taken out as mandatory, the fees, royalties or taxes passed on,

the obligation to accredit to the concession holder the fulfilment of the obligations of an

administrative, employment and insurance nature and the causes for termination of the

contract.

Section 2:

The provision of services to users

Article 72:



## Request for and provision of port services

1. To use any of the services, the interested party must file the appropriate application to the Management of the marina, according to the standard form that will

be made available to users to this effect. With regard to the fee-paying public use

mooring service, the application procedure is in line with the provisions of Article 68.

The fee-paying public services covered in points d), e) and f) of Article 69 will be provided without the need for a prior application to be filed in writing by the interested

party.

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2. The user must, in any event, comply with and respect the instructions of the service that is specifically stated on the application form or that is indicated by the

Management of the marina with the aim of ensuring the security and good operation of

the marina.

3. In general terms, services will be provided on a first-come first-served basis.

Under no circumstances will any liability lie with the concession holder for the non-

performance of any service or for the interruptions or shortcomings that may occur

during their provision when this fact is derived from the coincidence of applications or

other circumstances that are not attributable to it.

4. The Management of the marina may require the user, prior to the provision of the service, to pay a cash deposit or guarantee sufficient to ensure the fulfilment of the

financial obligations that they are contracting. Similarly, it has the right to retain any

craft until payment for the services provided is made.

Article 73:

Refusal to provide services

The Management of the marina may refuse entry of the craft into the marina and the

provision of the services in the following cases:

a) When the person or organisation requesting the service refuses to sign the application set out in Article 72 of these regulations or does not respect the service provision rules.

b) In the event that the craft does not meet the statutory safety conditions in the opinion of the Management.

c) When the person or organisation requesting the service fails to accredit having civil liability insurance in effect to cover any damages that they may occasion to other craft or the facilities of the marina, or with the cover that has generally been set by the concession holder for craft of the corresponding class. The insurance should also cover the damages and risks of fire, sinking and similar, and damage to the environment and collection of waste.

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### Chapter Five

#### Exercise of economic activities in the inner marina

##### Section 1:

##### Performance of economic activities in the inner marina

##### Article 74:

##### General requirements for the exercise of economic activities in the inner marina

1. No individual, organisation or body without legal personality may carry out economic activities in the sphere of the inner marina without the prior authorisation of

the concession holder, through the formalisation of the appropriate contract, without

prejudice to the administrative permits that are legally mandatory.

2. The following are, in any event, economic activities subject to authorisation by

the concession holder:

a) Sale, rental and repair of craft.

b) Tourist use of the canals.

c) The use of the mooring for commercial ends.

d) Catering activities or sale of products.

e) Any other economic activity other than the above that entail the use of craft

based in the marina.

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Article 75:

Legal system of the contracts to carry out economic activities

1. In order to carry out an economic activity in the marina, the appropriate contract

must be entered into with the concession holder.

2. These contracts are governed by private law and they never entail the transfer

of any right to the administrative concession of which the concession holder is the

holder or any property right over the elements of the inner marina. In any event, the

owner of the activity is obliged to comply with the applicable regulations with regard to

port matters in accordance with Article 1 of these Regulations.

3. The lifetime of the contracts may not under any circumstance exceed the term

of effect of the concession.

4. Contracts are terminated for the causes specifically set out in the contract and,

in any event, when any of the following circumstances occur:

a)

The expiry of the lifetime set out in the contract, the maturity or redemption of the concession.

b)

Due to termination, as a consequence of the non-fulfilment of the obligations and duties set out in the port rules, in these regulations and in the contract entered into.

5. The contracts formalised with the concession holder to carry out economic activities may not be assigned to third parties, nor may other persons be subcontracted

for the effective performance of the aforementioned activities without the express prior

written consent of the concession holder.

6. Individuals, organisations or bodies without legal personality authorised to carry

out economic activities in the inner marina must pay the concession holder the financial

consideration set out in the contract.

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Article 76:

### Administrative permits and insurance

1. Individuals, organisations or bodies without legal personality that have entered

into a contract with the concession holder to carry out an economic activity on their own

behalf or that of another in the inner marina are responsible for obtaining the permits,

municipal licences and authorisations that are mandatory in each case in accordance

with current regulations. In any event, in order to be able to carry out the activity, the

Castelló d'Empúries Town Council must have granted the environmental licence or, if

appropriate, the activity has been submitted to the communication system, as appropriate.

2. Prior to the start of the activity and during the performance of it, the person authorised to carry out the activity must accredit to the concession holder that they

have the required administrative permits and that they are up to date in the fulfilment of

employment obligations.

3. Similarly, in order to carry out the activity, the authorised person must enter into

an insurance contract that covers the contingencies of third party damage and fire, and



they must provide a copy of this contract and of the document that accredits payment

of the premium to the Management of the marina. The third party damage and fire

cover is determined in the contract into which the concession holder and the individual

or organisation seeking to carry out the activity enter, in light of each specific case and

depending on the implicit risks of each activity.

4. Except with the written authorisation of the Management of the marina, in the performance of the activity, explosive and, in general, hazardous, troublesome, insalubrious or noxious materials may not be used or stored.

Article 77:

Timetable of economic activities

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1. The economic activities and the activities of loading and unloading of tools and

goods will generally be carried out in the timescale comprised between 8 am and 8 pm,

without prejudice to the provisions of the Bylaws issued, as the case may be, by the

Castelló d'Empúries Town Council.

2. With regard to tourism uses, these are subject to the timetables established in

the Study of the Uses of the Canals for Tourism, which is attached as Appendix 2.

Article 78:

Services provided by third-party entrepreneurs outside the concession holder

1. Without prejudice to the above provisions, the specific provision of services and

work to crafts by third-party entrepreneurs outside the concession holder that have not

entered into a global service provision agreement with it will require prior

communication to the Management of the marina. The Management of the marina may

oppose the performance of the work if the fulfilment of the conditions set out in Article

24 of these Regulations is not accredited.

2. Entrepreneurs and any person carrying out work in the marina complex, even

when it is in the shipyard zone, must collect all the remains, materials, brushes, paint

pots, cloths, waste, etc. that are produced as a consequence of the performance of the

work and deposit them in the containers provided for this purpose.

All cleaning work in the crane and shipyard area that has to be carried out by marina personnel to leave the work area clean will be billed at the established price

with a minimum amount per job.

3. In any event, entrepreneurs must comply with all the measures regarding safety, noise, work times and procedure generally established by the Management of the marina.

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Section 2:

Use of the canals for tourism

Article 79:

Admission in the marina of the use of the canals for tourism

The use of the canals for tourism is permitted in the sphere of the inner marina in the areas demarcated to this effect by the Port Authority.

Article 80:

System applicable

The use of the canals for tourism must, in any event, be in line with the provisions of the "Study of the Uses of the Canals for Tourism", which is attached to

these regulations as APPENDIX 2 and with the provisions of these regulations and the

rules applicable to inner marinas.

TITLE FOUR

ENVIRONMENTAL REGULATIONS

Article 81:

### Waste Management; General Regulations

1. Producers of waste from any activity in the inner marina shall be responsible for

its management.

2. The dumping of water containing oils, hydrocarbons, substances in suspension,

plastics or any other kind of polluting materials or substances is prohibited, as is that of

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substances resulting from cleaning vessels' bilges as well as earth, sweepings, rubbish

waste, fishing waste, rubble or any other kind of waste.

3. Persons and legal entities causing dumping or spills shall be liable for the costs

of cleaning and repair, as well as any penalties which may arise therefrom according to

the infringements stipulated by the Catalan Ports Act, Law 5/98.

4. The port Management is empowered to order the necessary cleaning and repair

work and charge the party responsible for the cost thereof.

5. Environmental incidents caused by negligence, lack of preventive measures or

non-compliance with current regulations will empower the Management to suspend the

activities in the inner marina of the company, craft or person responsible and, in serious or repeated cases, terminate the contract granting the right to preferential use,

notwithstanding any report to the competent authorities.

6. Rights to store, withdraw and handle waste, containers and general waste collection facilities shall incur the relevant management rates payable to the concession holder.

7. The concession holder may carry out checks to verify compliance with the above-mentioned obligations, notwithstanding any measures which may be taken by

the competent authority.

Article 82:

Waste arising from ordinary use of craft

1. Solid refuse equivalent to domestic waste, organic, paper, cardboard, glass, clean packaging containers and plastic waste may be deposited separately in the

specific containers placed in the areas set aside for this purpose.

2. Waste water stored aboard craft in the appropriate tank must be removed by means of the waste water suction station or kept stored.

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The marina Management may order the sealing of drains into the sea of sanitary

facilities on craft without waste tanks. This step may incur costs according to a tariff.

Objection to compliance with this rule or to inspection of the state of the seal or of the

craft shall be considered a serious environmental incident and shall lead to the application of the stipulations of article 81.5 of these regulations.

3. Bilge water must be removed by means of the bilge water suction and treatment

station or using special absorbent filter cloths. Small craft fitted with an automatic

extractor pump must be equipped with a hydrocarbon filter to guarantee the purity of

the water expelled.

Article 83:

Waste arising from maintenance and repair of craft

1. Hazardous waste arising from the use, maintenance and regular repair of craft

must necessarily be deposited at the collection point for waste of this type. This waste

includes:

Hydrocarbon-contaminated water

Used oils

Empty metal oil cans



Empty plastic oil cans

Oil, diesel filters

Cloths, filters, gloves and absorbent items impregnated with oil and hydrocarbons

Empty metal paint pots

Empty plastic paint pots

Cloths, gloves and absorbent items impregnated with paint

Solvents

Batteries

Zinc

Flares

Fluorescent strips and bulbs

Cells

Aerosols

Sludge or mud

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2. With regard to the deposit of non-hazardous bulky waste, Management staff must be consulted; they will give the pertinent instructions and specify the cost, if appropriate.

Article 84:

### Waste arising from economic activities

1. The marina will have special containers for depositing refuse equivalent to urban

waste, organic, paper and cardboard and plastic waste and clean packaging containers.

2. In order to deposit non-hazardous bulky waste such as unwanted furniture, scrap metal, electrical appliances, packaging and others, marina staff must be consulted; they will give the pertinent instructions and specify the cost, if appropriate.

Article 85:

### Fuel supply

1. Fuel may only be supplied through the fuelling station in the marina specially provided for this purpose.

2. Users must know the capacity of the tanks in their craft and the amount of fuel

therein; an amount less than the available capacity will always be supplied.

3. Both the filling nozzle and the vent must be fitted in such a way that any accidental overflow can be collected without any risk of it going into the sea.

4. Engines must be switched off during fuelling operations and smoking is strictly

prohibited in the refuelling area, including aboard craft.

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Article 86:

### Accidental spills

In the event of an accidental spill of fuel in the inner marina, the user of the craft responsible for the spill or whoever caused it must notify the marina Management

immediately; the latter will take appropriate measures to reduce harm to the sea and to

beaches, to the facilities and to other marina users. Any costs arising must be borne by

the party who caused the spill.

Article 87:

### Dust emissions

1. The use of any tool to rub, scrape or cut, whether aboard craft or in any other open space in the marina, is only allowed if the tool incorporates a system of suction

and filtering to prevent dust emissions to the outside.

Article 88:

### Projection

1. Projecting water under pressure against surfaces which can release pollutants

such as paint, scale remover or others can only be performed in areas or enclosures

equipped with a water collection system.

2. Sandblasting, shot blasting and similar surface treatments, and projecting paint,

can only be performed in the area specifically set aside for this purpose. It will only be

allowed when it can be guaranteed that the products of the blasting will not be emitted

into the atmosphere and that the collection and management of the waste is carried out

by an authorised disposal body.

Article 89:

Water Management

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In order to reduce unnecessary consumption of water, it is obligatory to have a pistol unit with a diffuser trigger on the handle to connect to the water supply turrets at

the moorings and other places. The Management may prohibit the use of drinking

water to clean craft.

Article 90:

### Sound and light pollution

1. Loudspeakers and other sound equipment can only be used with the prior written permission of the marina Management.
2. The operating power rating of these instruments must comply with any rules which may be passed by the Castelló d'Empúries local authority to implement legislation on noise pollution.
3. In default of byelaws, noise pollution shall be considered to exist when noise emissions exceed 45 decibels as measured from outside, 3 metres from the craft or premises from which they emanate. In order to reduce such unauthorised contamination, craft are not to keep their engines on except while manoeuvring, must make fast halyards and must limit the volume of audio equipment. Desalting engines is not allowed in open or unequipped areas.
4. Light pollution shall be considered to include the emission of light upwards or

towards other users which causes dazzling. In any case, attention must be paid to

current regulations and, in particular, municipal byelaws.

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TITLE FIVE

ECONOMIC SYSTEM APPLYING TO THE INNER MARINA

Chapter One

Cost of care and maintenance of the inner marina

Article 91:

Share of holders of a right of private use in the general expenses of the  
inner marina

1. Holders of rights of private use of a mooring or some other of the features of  
the

inner marina, including concession holders, are obliged to contribute to bearing  
the

general costs of care and maintenance of the inner marina, according to their  
proportional share as approved by the port authorities.

Specific costs linked to aspects of management of the inner marina which are  
part

of an economic activity carried on by the concession holder, whether directly or  
through

the marina management company, are to be borne by the said concession  
holder.



2. To determine the amount of the care or maintenance contributions, the concession holder must take into account the general expenses pertaining to marina personnel, access control, security and general supervision, waste collection, cleaning, decoration and gardening, water consumption, electricity, lighting in the port area, administration and advice, insurance, care, repair, replacement and maintenance of marina facilities, social security contributions, real estate rates and other taxes, special contributions under state taxes, charges payable on the concession and any other expense incurred in connection with the care and maintenance of the facilities, equipment and premises which make up the marina.

3. The care or maintenance contribution payable by each user as shown in the Register of Users is set according to a percentage share of the above-mentioned costs.

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This share is calculated on the basis of the number of square metres of protected water

taken up by the mooring or the surface area taken up by the element for private use.

Article 92:

Payment of contributions to the care and maintenance of the marina

1. Holders of the right to private use of a mooring or other element in the marina

must pay the concession holder upon demand by it or a company to whom it delegates

this function the sum pertaining to it as a contribution to the care and maintenance of

the marina every year, or a provision of funds for this purpose in accordance with the

maintenance budget approved by the Authority.

2. The concession holder or the company delegated by it will invoice holders of

rights to private use annually and debit the amount to the bank account specified by the

latter for this purpose. The concession holder or the company delegated by it will

collect the amount handed over as a provision of funds for each year within the first two

months of the next year.

For these purposes, if the amount handed over as a provision of funds exceeds

the final amount of the care and maintenance contribution chargeable, the concession

holder or the company delegated by it shall refund the difference to the holder of the

right to preferential use by paying it into the bank account specified for this purpose or

will count it against the following year's payment. On the other hand, if the amount

handed over as a provision of funds is less than the care and maintenance contribution

chargeable, the concession holder will issue a supplementary invoice for the difference,

and the resulting amount will be debited to the aforesaid bank account.

Article 93:

Users' Association

1. The association of users of the inner marina is made up of all the holders of any right

to use of port facilities and moorings in the marina, as duly entered in the Register of

Users.

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2. The purpose of the Users' Association is to channel cooperation and exchange of

information between users and the concession holder and assure users have information about aspects of the management of the concession which affect their

economic obligations arising from care and maintenance of the inner marina, and to

structure participation by users in any management company which may be set up by

the concession holder to carry out care and maintenance of the marina.

3. In accordance with the purposes stipulated in the above paragraph, the Users'

Association has the functions listed below:

a)

To put suggestions to the concession holder concerning matters connected with the operation of the marina.

b)

To be informed of the budget for maintenance and operation of the marina as approved by the concession holder, as well as the annual accounts from the previous financial year.

c)

To be informed by the concession holder of urgent or extraordinary expenditure on care and maintenance of the marina which is not covered in the budget.

d)

Where necessary, to cooperate with the concession holder in collection of the contributions for care and maintenance of the marina.

e)

To take a part in the management company set up by the concession holder to carry out care and maintenance of the marina.

f)

Take whatever administrative or legal steps it sees fit to defend users' interests.

4. The functions provided for in points b), c) and d) of the above paragraph are established in relation to the concession holder in that the latter has the concession

and is responsible for operation, even though references must, where appropriate, be

taken to apply to the management company set up by the concession holder to carry

out care and maintenance of the marina.

5. The functions listed for the Users' Association shall in no way represent a limitation

on the powers of the concession holder by virtue of the concession it holds in accordance with applicable regulations.

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6. For the purposes set forth in paragraph 3 above, the Users' Association and the

Castelló d'Empúries local authority may each appoint a representative to sit as a

member of the board of directors of the management company set up to operate the

marina.

7. The Users' Association is governed by the rules referred to in article 1 hereof and by

its Statutes, the content of which must comply with the stipulations of article 32 of the

regulations on inner marinas and these regulations.

### Chapter Two

#### Fees and other payments

##### Article 94:

##### Fees

1. The provision of services shall entitle the concession holder or the individual or

legal entity delegated by it to provide them to collect the pertinent fee, on the terms

stipulated in these regulations.

2. Fees for port services will be fixed by the governing body of the concession

holder and updated annually in accordance with the increase in their basis or in the

RPI, whichever is the greater. The port authority must be informed of the fees one

month in advance of their application.

3. In accordance with article 41 of these regulations, the fees in force at any given

time must be permanently on display on the notice board of the inner marina.

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Article 95:

Payment for marine aids to navigation and other services

1. In accordance with the stipulations of article 30.2, paragraph four, of the Spanish economic system and provision of services in ports of general interest act,

Law 48/2003 of 26th November 2003 in the appropriate cases and in the amount and

on the terms legally stipulated, the concession holder will pass on the cost of the

navigational aids service to owners of craft. This is to be done in the form of an invoice

or equivalent document.

2. Furthermore, the concession holder will pass on any other charge or items of a

similar nature which may be established in the future.

Article 96:

Reimbursement for taxes charged to the concession holder

1. All taxes levied by the authorities on the concession holder in place of the taxpayer in relation to its holding of the administrative concession or, where relevant, to

actions, transactions or business carried on in the inner marina will be passed on to the



individuals, legal entities or entities with no legal status who performed the taxable

action.

2. When the action liable for the tax in question is performed by an indeterminate

number of users of the inner marina or, for whatever reason, the author cannot be

identified, the amount of the aforesaid taxes will be considered a general cost of the

marina and included in the budget for care of the marina.

Chapter Three

Concerning measures to guarantee compliance with the financial obligations of users of the inner marina

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Article 97:

### Cautions or deposits

The concession holder may require that users of the inner marina lodge a sufficient

deposit or caution before the services and activities which fall within its competence are

provided, in accordance with article 72.4 hereof.

Article 98:

Consequences of failure to pay fees, prices and contributions for care and maintenance of the marina

1. In the event of non-payment of fees, prices and contributions for care and maintenance of the marina on the terms established, the concession holder must

require the debtor, in good faith, to remedy the situation by settling the arrears within

20 working days counted from the day following reception of the demand.

2. Should this demand not be met, the concession holder may require payment of

the amounts due through legal channels, together with the appropriate interest, or else

take any of the following steps:

- a) The temporary suspension of all services in the inner marina.
- b) The immobilisation and temporary detention of the craft or vehicle.
- c) The temporary disabling of the mooring used by the craft.
- d) Termination of the contract with the user in arrears, in accordance with the provisions of the contract itself, notwithstanding any other effects which may be provided for therein.
- e) Notifying the port authority of the facts, with the consequent effects.

Article 99:

Reimbursement of costs caused by users

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Reimbursement of expenses incurred by the concession holder and attributable to

the user will be charged by the concession holder in the same way and to the same

effect as those set forth in the above paragraph.

### First additional provision – Supervision of the concession

The DGPAC and the concession holder for the Empuriabrava Inner Marina must

set up a Supervising Committee to ensure due compliance with these Regulations on

operation and policing.

The system for the working of this Committee is to be determined by agreement between the parties.

When the matters to be dealt with so require, representatives of the marina users

or other groups affected in each case may be invited to attend meetings of the Committee.

### Second additional provision – Data protection

The concession holder must abide strictly by current legislation in the area of protection of personal data as regards the management and processing of personal

data on Marina users to which it may have access in its role as concession holder.

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TRANSITIONAL PROVISIONS

One.-Contracts granting private use of a mooring linked to a plot

1. These Regulations apply to all grants of private use of a mooring linked to a plot

issued prior to the entry into force hereof by any of the companies which were legitimate holders of the administrative concession for the building and operation of the

marina of Empuriabrava or by the company Port d'Empuriabrava SA. All clauses

thereof which are contrary to the Catalan Ports Act, the Catalan Port Policing Regulations, the Regulations on Inner Marinas, other port regulations and the stipulations hereof are null and void, notwithstanding rights acquired in the latter case,

and the system of port operation is considered to be modified to adapt to current

legislation.

2. Within a period of six months of the entry into force hereof, holders of the contracts which were granted by the companies which were previously legitimate

holders of the concession, must submit a copy of the necessary documentation to Port

d'Empuriabrava SA so that they can be entered in the Register of Users.

The Port d'Empuriabrava company is under no obligation to recognise such rights to

private use if the holder thereof is not up to date with their financial obligations, in

accordance with article 97.2 of the Catalan Ports Act.

Should these rights of private use of a mooring linked to an adjoining plot not have

been set down in a public document, such a document must be issued and entered in

the Register of Property at the concession holder's expense.

3. If the user fails to take the steps referred to in the above paragraph within the six-month period following the entry into force of these Regulations, they will be considered to be occupying the mooring illegitimately. Port d'Empuriabrava SA may

suspend the mooring rights, also being able to take the appropriate steps as stipulated

in article 98 hereof.

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4. For grants or transfers between private individuals of the title to a right of private

use of moorings linked to a plot, the stipulations of this transitory provision must first

have been complied with and they must comply with the provisions of these

Regulations. In any case, such a grant requires the issuing of the pertinent public

document and entry in the Register of Property.

5. All the provisions of this Transitional Provision will also apply to any other legal

circumstances in which the holder of the plot occupies the mooring linked thereto by

virtue of a public document or a private contract entitling them to ownership or the right

to occupy the mooring permanently issued by the companies which were previously the

legitimate holders of the administrative concession to build and operate the marina.

Two.-Contracts granting private use of a mooring not linked to a plot or other facilities in the inner marina

1. These Regulations apply to all grants of private use of a mooring not linked to a

plot or other facilities in the inner marina (storage sheds, etc.) issued prior to the entry

into force hereof by any of the companies which were legitimate holders of the

administrative concession for the building and operation of the marina of Empuriabrava



or by the company Port d'Empuriabrava SA. All clauses thereof which are contrary to

the Catalan Ports Act, the Catalan Port Policing Regulations, the Regulations on Inner

Marinas, other port regulations and the stipulations hereof are null and void, notwithstanding rights acquired in the latter case, and the system of port operation is

considered to be modified to adapt to current legislation.

2. Within a period of six months of the entry into force hereof, holders of the contracts which were granted by the companies which were previously legitimate

holders of the concession, must submit a copy of the necessary documentation to Port

d'Empuriabrava SA so that they can be entered in the Register of Users.

The Port d'Empuriabrava company is under no obligation to recognise such rights

to private use if the holder thereof is not up to date with their financial obligations.

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3. If the user fails to take the steps referred to in the above paragraph within the six-month period following the entry into force of these Regulations, they will be considered to be occupying the mooring illegitimately. Port d'Empuriabrava SA may

suspend the mooring rights and dispose freely of the mooring in question, also being

able to take any appropriate steps as stipulated in article 98 hereof.

4. For grants or transfers between private individuals of the title to a right of private

use of moorings not linked to a plot prior to the entry into force of these Regulations,

the stipulations of this transitory provision must first have been complied with and they

must comply with the provisions of these Regulations. In any case, such a grant requires the issuing of the pertinent public document and entry in the Register of

Property.

5. The measures set forth in paragraph three of this provision are of immediate application in all cases where the mooring is occupied without any title or the period of

the grant has expired. The mooring may only be re-occupied if the relevant contract

granting the right of preferential use is made with the concession holder.

Three.-Providing services and carrying on economic activities in the inner marina under a contract not entered into with Port d'Empuriabrava SA

1. Individuals, legal entities or entities with no legal status who are, at the time of publication in accordance with the final provision of these Regulations, providing services or carrying on an economic activity within the inner marina by virtue of a contract entered into with any of the companies which were legitimate holders of the administrative concession to build and operate the marina of Empuriabrava, or by their authorisation, must regularise their legal position within a maximum of four months from the entry into force hereof, unless they have previously been required to do so by Port d'Empuriabrava SA. In the latter case, they must regularise their position within a maximum of one month.

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To do this, the interested party must enter into a written contract with Port

d'Empuriabrava SA to provide the services or carry on the economic activities within

the inner marina. These Regulations shall be applicable to the new contracts and all

clauses thereof which are contrary to the Catalan Ports Act, the Catalan Port Policing

Regulations, the Regulations on Inner Marinas, other port regulations and the stipulations hereof are null and void, notwithstanding rights acquired in the latter case,

and the system of port operation is considered to be modified to adapt to current

legislation.

2. Should the interested party fail to regularise their legal position within the fourmonth

period or, where applicable, one month of the publication of these Regulations, they shall be considered to be making illegitimate use of the marina.

In this event, Port d'Empuriabrava SA will require the interested party to cease to carry

on the unauthorised activity immediately. Once twenty working days have elapsed

following reception of the requirement without the interested party acting upon it, Port

d'Empuriabrava SA may take whatever steps are appropriate among those provided for

in article 98 of these Regulations, notwithstanding any others which may be appropriate by law to demand cessation of the situation.

Four.-Providing services and carrying on economic activities without a contract with the concession holder

1. Individuals, legal entities or entities with no legal status who are, at the time of

the entry into force of these Regulations, providing a service or carrying on an economic activity within the inner marina without any contract with the concession

holder to authorise it must regularise their legal position within a maximum of four

months from the entry into force hereof, unless they have previously been required to

do so by Port d'Empuriabrava SA. In the latter case, they must regularise their position

within a maximum of one month.

To do this, the interested party must apply to Port d'Empuriabrava SA to grant the

necessary contract in order to be able to carry on providing the service or carrying on

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the economic activity. This contract will determine the terms and conditions on which

the said party is authorised to provide the service or carry on the activity within the

inner marina in accordance with these Regulations. The contract will be subject to

these Regulations and to those stipulated in article 1.

In any case, the term of such contracts may not exceed the term of the administrative

concession to the holder.

2. Should the interested party fail to regularise their legal position within the established four-month period following the entry into force of these Regulations, they

shall be considered to be making illegitimate use of the marina.

In this event, Port d'Empuriabrava SA will require the interested party to cease to carry

on the unauthorised activity immediately. Once twenty working days have elapsed

following reception of the requirement without the interested party acting upon it, Port

d'Empuriabrava SA may take whatever steps are appropriate of those provided for in

article 98 of these Regulations, notwithstanding any others which may be appropriate

by law to demand cessation of the situation.

Five.-Use of the channels for touristic activities

Pre-existing activities involving recreational use shall be subject to the transitional

provisions set forth in the Regulations on recreational use of channels.

#### Six.-Constitution of the Users' Association

1. The concession holder, within three months of the end of the process referred to

in the first and second transitional provisions of these Regulations, must call all the

holders of a right to private use who are duly entered in the register of users to formally

constitute the Users' Association, in accordance with these Regulations.

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2. The constituent meeting of the Users' Association shall be chaired by the marina

concession holder. At the same meeting, the properly constituted assembly must

appoint a president and governing bodies.

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### FINAL PROVISIONS

#### One.-Entry into force and publication of the Regulations

1. These Regulations shall come into force from the time of their posting on the notice

board of the offices of the marina management.

2. The Regulations are available to all users of the inner marina in the offices of the

marina management, which will supply them with a copy. They will also be published

on the web site of the concession holder.

#### Two.-Modification of the regulations

The concession holder reserves the right to modify this document to adapt it at all times

to the conditions and requirements of operation of the marina. Such modifications shall

only take effect if they are approved by the Port Authority.

#### Three.-Port Policing Regulations

In accordance with the stipulations of article 30 of Decree 206/2001 of 24th July 2001

approving the Port Policing Regulations, any discrepancy between the contents of the

said Decree and the Marina d'Empuriabrava operation and policing rules must be resolved in favour of the former.

In any case, the Port Policing Regulations shall apply in all cases.

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PORT D'EMPÚRIABRAVA, S.A.

## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

### CHAPTER I:

#### AIM AND APPLICATION SCOPE

##### 1. AIM

The aim of the present study is to regulate the recreational use of the canals of the inner Marina, or the port's service area, of the maritime-land development of Empuriabrava, located in the municipal district of Castelló d'Empúries (Girona) according to that which is established in article 25 of the Inner Marinas Regulation, approved by Decree 17/2005, from February 8th 2005.

##### 2. APPLICATION SCOPE

The application provided for by this Regulation for recreational use is extended to any physical or legal person, who performs either permanently, regularly or temporarily, a business activity within the limits of the inner Marina of the maritime-land development of Empuriabrava, which has as its aim or which implies in any way navigation for recreational use on the canals with any type of craft or means of transport.

##### 3. RULES APPLICABLE FOR THE RECREATIONAL USE OF THE CANALS

3.1. The recreational use of the canals is subject to the same general rules for the Empuriabrava Marina, that is to say:

- a) Law 5/1998, from April 17th, concerning the Ports of the Catalan government
- b) Decree 206/2001, from July 24th, which passes the Port Policing Regulation.



- c) Decree 17/2005, from February 8th, which passes the Regulation concerning Catalanian inner marinas.
- d) The Regulation for the operation and policing of the Empuriabrava marina, in which the present Study for the recreational use of the canals is integrated.

3.2. Also, the recreational use of the canals is specifically subject to the following rules:

- a) Law 10/2007, from July 7th, concerning transport planning in maritime and continental waters, excluding A type craft.
- b) Order FOM/3200/2007, from October 26th, under which the conditions for piloting a recreational craft are regulated, in addition to the navigational Instructions and resolutions stipulated by the Palamós harbour master's office.
- c) The remainder of the rules which would be applicable, or those passed to substitute the aforementioned rules.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

4.

### COMPETENT AUTHORITY

The competent authority for passing, regulating, controlling and supervising the recreational use of the canals is the General Directorate for Ports, Airports and Coastlines of the Department for Territorial Planning and Public Works of the Catalan government, without prejudice to the authority corresponding to the Port of Empuriabrava SA, in its function as concessionary for the marina and for the administrative authorisations which may be necessary.

## CHAPTER II:

### REQUIREMENTS FOR THE TOURISTIC USE OF THE CANALS

5.

### CRAFT TYPES

The craft for recreational use of the canals are divided into the following types:

a)

“Type A” Craft: those craft for rental, which are based in the Marina, which do not require a specific qualification to be piloted or those which have no means of propulsion and whose navigation is restricted to the inner Marina, and, in any case, will not be able to navigate further than the river mouth. These craft will have a maximum power of 11.03 Kw and be up to 4 metres in length, in accordance with that established in the

ministerial order FOM/3200/2207, from October 26th.

b)

“Type B” Craft: those craft for rental, which are based in the Marina, which require a specific qualification to be piloted, in accordance with that established in the ministerial order FOM/3200/2207, from October 26th. The maximum length and breadth will be determined by the place where they are moored and in any case, the official qualification corresponding to the characteristics of the craft will be required. These craft are not solely restricted to navigate within the inner Marina.

c)

“Type C” Craft: those craft which are based in the Marina that are not for rental, but are used for transporting passengers and require a specific qualification to be piloted.

The navigation of these craft is not restricted to the inner Marina. The length and breadth of these vessels will be a maximum of 15 metres and 5 metres respectively. However they can be specifically limited on the corresponding administrative authorisation depending on the exit and

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

entry points, the planned route within the Marina and the existing traffic at any time during the season. The maximum number of passengers per craft will be stated on the corresponding authorisation and in no case can it be greater than the amount corresponding to the characteristics and the registration document of the craft.

d)

“Type D” Craft: those craft for transporting passengers which are based outside the marina and which require a specific qualification to be piloted, but are not to be rented to third parties. However passengers are allowed to use the space onboard the craft. The maximum length and breadth of the vessel will be 20 metres and 6 metres respectively. The maximum number of passengers per craft will be stated on the corresponding authorisation and in no case can it be greater than the amount corresponding to the characteristics and the registration document of the craft.

These craft are not solely restricted to navigate within the inner Marina and are authorised to embark and disembark within the marina, always and when they do not interfere with the normal navigation of the remainder of the vessels which are based in the marina, on the canals and river mouths.

6.

## CRAFT REQUIREMENTS

All of the craft designated for recreational use in the inner Marina of the maritime-land development of Empuriabrava have to adhere to the following general conditions, in addition to the specifications which can be established for every type of service from the applicable rule and from the corresponding authorisation:

- 

They must have a maximum draft of 180 metres.

- 

They must be registered in a member state of the European Union.

- 

They must be piloted or captained by a person who is suitably qualified to operate it in accordance with the legislation in force at that time.

- 

They must have the necessary means in order to safeguard human life in case of sinking.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

- 

They must have the necessary means for the prevention and extinguishing of fires in accordance with the legislation in force at that time.

- 

They must possess public liability insurance for a minimum insured value in accordance with the warranties, limits and conditions declared as being compulsory in the Royal Decree 607/1999, which passes the Regulation concerning public liability insurance, making it compulsory for recreational or sports craft.

7.

### ADMINISTRATIVE AUTHORISATION

The performance of activities which involve the recreational use of the canals will require the prior and mandatory administrative authorisation, in accordance with the different type of craft which are stated in section 5 of the present study for the recreational use of the canals, without prejudice to other licences and authorisations which are mandatory:

a) "Type A" craft: The companies which intend to operate in the marina must apply for and obtain from the competent administration (Palamós harbour master's office) the corresponding authorisation in order to be able to provide the users with the appropriate recreational permit. In accordance with the instructions for navigation dictated by the Palamós harbour master's office, one must have the appropriate authorisation from the concession holder, acting as

the entity which manages the public port area.

b) "Type B" craft: The companies which intend to operate in the marina must apply for and obtain the corresponding administrative authorisation, issued by the Girona Transit Authority, in accordance with article 4 of the Law 10/2000, from July 7th concerning transport planning in maritime and continental waters, together with the prior report of the concession holder.

In order to be able to sail outside the marina, in continental waters, the authorisation from the Palamós harbour master's office must be obtained.

c) "Type C" craft: The companies which intend to operate in the marina must apply for and obtain the corresponding administrative authorisation, prior report from the concession holder, issued by the Girona Transit Authority, in

7th

accordance with article 4 of the Law 10/2000, from July concerning transport planning in maritime and continental waters.

In order to be able to sail outside the marina, the authorisation from the Palamós harbour master's office must be obtained.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

d) "Type D" craft: The companies which intend to operate in the marina must apply for and obtain the corresponding administrative authorisation, prior report from the concession holder, issued by the Girona Transit Authority, in

7th

accordance with article 4 of the Law 10/2000, from July concerning transport planning in maritime and continental waters.

In order to be able to operate, the authorisation from the Palamós harbour master's office must be obtained for these companies too.

## 8. OBLIGATIONS AND AGREEMENTS REQUIRED FOR THE TOURISTIC ACTIVITY OF USE OF THE CANALS

8.1 All of the physical or legal people who are authorised, in accordance with the previous section 7, to use the marina for recreational purposes within the inner marina are subject to the following obligations:

a) Compliance Regulation: To be aware of and comply with the present study, which is integrated in the Regulations for the Operation and Policing of the Empuriabrava Marina, and to ensure that the performance of the activity complies with that which is stated in the Regulation.

b) Authorisations and licences: without prejudice to that which is stated in section 7 of this present study, it is their own responsibility to obtain, any other authorisation, licence and/or administrative permits, which are granted by any



organisation, authority, body or institution, which are necessary in order to perform the activity within the inner Marina.

c) Title for mooring: To possess the mandatory title granted by the concession holder or from a third party concessionary for the preferential use of the moorings in regard to the performance of the activity.

d) Fares: To satisfy, with prior to the start of the activity and whilst the authorisation is in force, the fare which has been approved by the concession holder and communicated to the administration for the recreational use of the canals in the marina.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

e) Protection plan for the marina's port facilities: To be aware of and to comply with the Protection plan for the marina's port facilities.

f) Qualifications: To ensure that the hired staff meet the technical requirements and possess the necessary legal qualifications to be able to perform the work being carried out.

g) Security: To maintain all of the craft in perfect sailing conditions and to fully comply with all of the rules in force, which are applicable to every type of craft and to the activity which is being performed, and especially regarding the compliance of technical inspections concerning the maintenance of the craft and the security measures for all of the crew on board (number of life jackets, life boats, flares, communication systems, etc.)

h) Environmental regulations: To comply at all times with the environmental regulations which are applicable and especially with everything concerned with noise and residue emissions, the collection of remains, the elimination of oil, septic water from the tanks, paint and fuel. To clean everything which contaminates, both on land and in the water, always accepting that the concession holder is responsible for cleaning, if appropriate the concession holder will charge for these tasks.

i) Fiscal, mercantile, labour and administrative regulations: To comply with all of the fiscal, mercantile, labour and administrative regulations in force and

especially with the regulations concerning occupational risks. The concession holder is obliged to inform the party concerned of the occupational risks which are related to the activity in addition to any modification of the risks which may arise during the authorised period.

j) Craft insurance: To possess civil liability insurance in accordance with the warranties, limits and conditions regarded as being compulsory in the Royal Decree 607/1999, which passes the civil liability insurance Regulation which is obligatory for sports and recreational craft or the regulation which supersedes it.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

In the case that the sports or recreational craft is not motor-propelled, or those without an engine and whose length is less than 6 metres, according to the definition established in Art.2 of the aforementioned Royal Decree 607/1999, the service provider has to possess civil liability insurance, which has the same warranties, limits and conditions as those established as mandatory in the Royal Decree.

Moreover, if the craft is used for the transportation of passengers, it will also have to possess an insurance policy to cover accidents to occupants, in accordance with that established in the Royal Decree 1575/1989, from December 22nd, which passes the mandatory passenger insurance regulation.

k) Company insurance: to accept being the sole responsible before the concession holder and before third parties for all of the activities performed or related to the recreational use of the Canals, as well as to assume the responsibilities which may arise as a consequence of the damage or harm arising from their activity, both the Concession holder and the third parties, exonerate the concession holder from any responsibility derived from this.

For this purpose, they have to possess, while this authorisation is in force, civil liability insurance, for a minimum amount of 600,000 €, which includes the following cover:

-Civil Liability for Operating, which has the same capital and a

minimum limit per victim of 150,000 €

-Civil Liability for Management, with the same capital and a minimum per victim of 150,000 €

-Defence and bail, civil and penal

l) Responsibility: Without prejudice to that stated in article 57 of the Ports Law, the operator answers to the Port Authority, other administrations, the concession holder and to any third party under the terms and conditions stated in the legislation in force and specifically in that concerning ports and Inner Marinas, which is applicable to the Empuriabrava marina, for any damage which may be caused, directly or indirectly, to the port facilities, both public or those owned by the concession holder, as well as to any person or to their own

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

goods, to their workers, staff or subcontracted companies, or to the goods which belong to them.

Assuming that the Concession holder has to incur any expense or make a payment arising from actions and/or omissions attributable to the service provider, be it for any type of circumstance, the latter undertakes and is obliged to immediately compensate the Concession holder for the aforementioned full amount, with interest and compensating them for all types of damage and harm which may have arisen.

m) Inspection: To make available to both the port authority and the concession holder all the administrative and insurance documentation in order to demonstrate compliance with the administrative obligations required to perform this activity, in accordance with that stated in chapter 12.

n) User training: The companies responsible for renting craft without master have to guarantee the appropriate training to the service users, in accordance with article 7.3 from law 10/2000, from July 7th, concerning the traffic control in maritime and continental waters.

8.2 With prior nature and as a requirement for the start of the activity, the civil or legal person authorised will have to pay the corresponding fare and provide the concession holder with the supporting documents for the compliance of the aforementioned obligations and, especially, a copy of the insurance contracted, in the terms, the minimum cover must be stated, as well as the supporting

receipt for the payment of such insurance or a certificate from the insurance company, which supports the cover for the period in force, as well as the statement of compliance for the fiscal, mercantile, labour and administrative obligations.

Moreover, once the activity has started, the service provider will have to submit to the concession holder on a yearly basis, a copy of the insurance and a supporting receipt for the payment of such insurance, or a certificate from the insurance company which supports the cover for the period in force, as well as the liable statement of compliance for the fiscal, mercantile, labour and administrative obligations.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

### 9. FAILURE TO COMPLY WITH THE OBLIGATIONS AND AGREEMENTS RELATING TO THE PERFORMANCE OF THE ACTIVITY

If the service provider does not comply with the terms and obligations established for their performance, the ports administration or the concession holder will summon them, so that they can rectify their behaviour or make a payment for the amount owed within a period of 20 days. Should the payment not be made, the service will be immediately suspended for a temporary period of time without detriment to the initiation, if appropriate, of the corresponding disciplinary procedure.

In this case, the measures established in article 25.3 of the ports authority regulations, approved by Decree 206/2001, from July 24th, will be agreed without detriment to the termination, by the concession holder, of the contract assignment for preferential use and use of the mooring used for the activity's performance, without any right to compensation.

### 10. AUTHORISATION FOR BOOTHS AND OTHER INSTALLATIONS

10.1 The installation of booths or any other type of facilities, fixed or those which can be dismantled, which are necessary for the development of the activity, will require the authorisation from the General Directorate of Ports, Airports and Coasts with the consent from the concession holder.

10.2 The storage of any type of fuel or explosive material is prohibited in any case.

### 11. DUTY TO INFORM



The service provider is obliged to inform the concession holder of any unusual event, incident or circumstance related to the authorised activities as soon as possible.

## 12. RIGHT TO INSPECT

12.1 The port administration has the legal authority to inspect and carry out surveillance on the authorised activity, although their inspectors are allowed to require and have access to the administrative, financial, accounting or any other type of documentation from the activity's holder.

12.2 Without detriment of that, which has been stated in the above section, the concession holder will be able to require the activity holder to produce the

PORT D'EMPÚRIABRAVA, S.A.

## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

corresponding documents supporting the period in force of the contracted insurance policies, which are necessary to perform their activity, as well as the liable declaration for the compliance of the fiscal, mercantile, labour and administrative obligations.

12.3 In case of denial to facilitate the documentation or interference with the inspection right, without detriment to the disciplinary actions which could be imposed, if appropriate, by the port's authority, the contract granting the preferential use and enjoyment of the mooring used for the performance of the activity will be terminated, without any right to compensation.

### CHAPTER III:

#### RULES FOR THE USE OF THE CANALS

#### 13. COMPATIBILITY WITH THE MAIN ACTIVITIES OF THE MARINA

The recreational use of the canals of the Empuriabrava marina is always subject to the intrinsic needs of the maritime-land development of the Empuriabrava. In the case of conflicting interests, both the rights and requirements of the Marina and of the holders to have the right to preferential use, will always prevail over the marina elements.

#### 14. MAXIMUM CRAFT CAPACITY

The maximum capacity of the craft designed for recreational use of the canals within the Empuriabrava marina is established in accordance to the type of craft. As per this statement, the number of crafts per each type, which can be

authorised to operate simultaneously in the marina is the following:

a) "Type A" Craft: up to 61 craft

b) "Type B" Craft: up to 42 craft

c) "Type C" Craft: up to 1 craft

d) "Type D" Craft: up to 1 craft

In any case, the concession holder has the right to occasionally restrict the number of craft authorised if necessary, to be able to maintain the safety conditions within the marina, always informing the General Directorate of Ports, Airports and Coasts.

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## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

### 15. AREAS SPECIFICALLY DESIGNATED FOR THE RECREATIONAL USE OF THE CANALS

15.1 The recreational use of the canals is restricted, because of the traffic regulations for craft and to protect the privacy of the Marina residents, within the main canals, the so-called Entry Canal, Central Canal and Marina Canal, and the San Mauricio Lake, are drawn on plan 01 Appendix, "Recreational use plan".

15.2 If the base where the craft designated for recreational use is stationed and is not located in a place with direct access to the main canals of the Marina, when the craft leave the base as well as when they return to the base, they will have to take the shortest route to arrive to the closest main canal or the base.

15.3 Any modification on the authorised routes has to previously be approved by the Concession holder and communicated to the General Directorate of Ports, Airports and Coasts, even when the modification is needed for safety reasons or for any event that might require it.

15.4 The craft designated for recreational use of the canals will have to comply with all the regulations and navigation signs existing in the Marina. In any case, they will have to comply with the maximum speed allowed in accordance with the corresponding signalling and the time limit established in this Regulation. The signaling related to the recreational use of the canals is drawn on Plan 02 Appendix, "signs"

15.5 Embarking and disembarking will have to take place in the designated areas on plan 03 Appendix, "embarking area–petrol station". In any case, embarking and disembarking will not be allowed in areas where it could be

interfering with the use of regular marina users.

15.6 The drafts and height of the inner marina are drawn on plan Appendix 04, “drafts and height”.

## 16. TIMETABLE

16.1 Generally, recreational use of the canals is allowed to take place from 9:00 to 20:00 hours from Monday to Sunday, non-stop, in low season (from September 1st until June 30th) and from 9:00 to 21:00 hours from Monday to Sunday, non-stop, in high season (from July 1st to August 31st). However, the Concession holder reserves the right to limit navigation on the Marina canals at any time when considered necessary for safety reasons or good management of the Marina, always informing the Head master’s office of Ports, Airports and Coasts.

PORT D'EMPÚRIABRAVA, S.A.

## STUDY OF THE USES OF THE CANALS AT THE EMPURIABRAVA MARINA FOR TOURISM

16.2 As far as the "Type A" craft are concerned, the timetable on which the activity can be performed will have to comply with what the Maritime Captaincy dictates through the corresponding instructions.

### 17. SUPPLY AND REFILLING OF FUEL TO CRAFT

Both the supplying and refilling of fuel for the craft destined to recreational use of the canals will have to take place in the areas designated for that purpose in Appendix 03 "embarking area – petrol station".

### FIRST ADDITIONAL REGULATION.-TARIFF FOR THE RECREATIONAL USE OF THE CANALS

The concession holder will inform both the General Directorate of Ports, Airports and Coasts and the operators about the tariff applicable to the recreational use of the canals. The tariffs will be updated yearly as per the RPI providing it is positive, from the tariffs in force for the 2009 financial year.

### SECOND ADDITIONAL REGULATION.-ACTIVITIES FOR RECREATIONAL USE OF THE CANALS PRIOR TO THE EFFECTIVE DATE OF THIS STUDY.

1. The operators which perform recreational use activities prior to the effectiveness of this study and that have complied with all of the obligations and requirements established in article 8, are allowed to continue performing the activity, always being subject to its resolutions.
2. In the terms stated in the previous section, the concession holder will respect

the future continuity of these activities, while the operators obtain the mandatory authorisations and have not breached the conditions of the present Regulation. Otherwise, the Port's Authority will have to adopt the corresponding law enforcement measures in order to prevent the continuity of these activities.

Government of Catalonia  
Department of Regional Policy  
and Public Works

Directorate General of Ports,  
Airports and Coasts  
Subdirector General of Ports and Coasts

ANNEX

PLANS FOR THE TURISTIC USE OF THE CANALS  
OF THE EMPURIABRAVA MARINA

Av. de Josep Tarradellas, 2-6 1  
08029 Barcelona 1  
Tel. 93 495 80 00  
<http://www.gencat.cat/ptop>



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