

**REGULATION OF THE ECONOMIC EXPLORATION AND PRIVATE USE OF THE PORTO DE RECREIO DE  
OLHÃO REGARDING WATERFRONT'S AREA**

**I**

**PURPOSE, SCOPE AND SPECIFICATIONS**

**Article 1**

**Purpose**

1. The exploration and private use of Porto de Recreio de Olhão, considered Porto de Recreio for the purpose of this document, is comprised of a waterfront and inland areas, and it has as a concessionaire the company VERBOS DO CAIS S.A.. The company is the holder of the rights to build and explore, in a regime of a regular ongoing public service of Porto de Recreio, as well as to be of support to the boat's navigation, its parking and to the buildings of commercial and industrial purposes as well as all the operational, complementary and accessory areas. All of these will be subject of this regulation.
2. The following regulation is bound to the rules within the Concession Basis of Porto de Recreio de Olhão.
3. This regulation does not damages the exercise of the competences of other entities, such as the Maritime Authority, the Foreigners and Border Service (SEF in Portugal), Customs Authority and other relevant competent authorities with jurisdiction within the area as well as the Concessionaire Society.

**Article 2**

**Scope**

1. This regulation is applicable to all individuals, private or collective, boats, machines, vehicles as well as objects or animals and other materials that are present, whichever the title, within the Concession Zone.

**Article 3**

**Concession Zone**

1. The concession zone of the Porto de Recreio de Olhão (annex 2) comprises all the delimited areas within the map annexed to the Concession's Contract signed between Doca Pesca S.A. and Verbos do Cais S.A.. It is also considered within this concession zone, all the infrastructures, real estate and properties, facilities and equipments that will be built, supplied and assembled by the Concessionaire, or other authorised entities, in the area of the Porto de Recreio de Olhão, provided that they are physically integrated and functionally inseparable of the economic exploration of the Porto, also named Concession Zone.

2. The Concession Zone is divided in two areas:

- a) **Waterfront area** – it is the area comprised by all the parking piers, mooring spots, awaiting berths, fuel supply piers and whichever areas for boat's exclusive use;
- b) **Inland area** – it is the area comprised by all the buildings, commercial area (commercial establishments – shops and terraces), service areas, shared spaces, streets and parking lots.

#### **Article 4**

##### **Specifications of the parking**

1. For the purpose of this regulation, it is considered the following categories of parking in the waterfront area:

- a) **Permanent parking**: the use of mooring spots for periods of time previously agreed with the Concessionaire and within a "Contract of Rights Concession for the Temporary Exclusive Use of the Mooring Spot", provided that the period of time is longer than 365 (three hundred and sixty five) consecutive days;
- b) **Temporary parking**: the use of mooring spots for daily, weekly or monthly periods of time, as contracted with the Porto's Services upon entrance, provided that the period of time is shorter than 365 (three hundred and sixty five) consecutive days;

#### **Article 5**

##### **Mooring spots**

- 1. It is recognised as "mooring spot", the location in which the boat is tied to the pier, and it is comprised of different classes according with the boat's dimensions.
- 2. The mooring spots are divided in tiered classes depending on the length overall of the boat, including accessories and extras to the bow and stern.

#### **Article 6**

##### **Mooring spot assignee**

- 1. It is recognised as the "mooring spot assignee", the person with exclusive right of either permanent or temporary use of the mooring spot.

#### **Article 7**

##### **Boat owner, its representative, and owner of a right to use the boat**

- 1. It is recognised as the "boat owner", the person with the name in the boat's property register.

2. It is recognised as “owner of a right to use the boat”, whoever the person that has or hasn’t an exclusive permanent or temporary right of use of the mooring spot, that by not being the boat owner, uses it with a valid title previously authorised by the Concessionaire.

3. It is recognised as “representative of the boat owner or representative of the owner of a right to use the boat”, whoever the person is, provided that this nomination is sent, in writing, to the Concessionaire.

## II

### **DUTIES, OBLIGATIONS AND BANS**

#### **Article 8**

##### **Duties and obligations of the mooring spot assignee**

1. The mooring spot assignee has an obligation to use it caringly, and it has an obligation towards the boat owner, its representative and the owner of a right to use the boat (if all three are different from each other) to fulfil and make them fulfil all the rules that are within this regulation, with particular emphasis on what’s mentioned in articles 9, 10 and 26 of the present document.

2. The mooring spot assignee is obliged to pay the Porto’s Services requested according with the Fee and Tariffs List or the Contract of Rights Concession for the Temporary Exclusive Use of the Mooring Spot as well as the fee for the use of the mooring spot.

#### **Article 9**

##### **Duties and obligations of the boat owners**

1. Upon entrance, stay and exit of the boats from the Porto de Recreio, the owners and their representatives must:

a) Respect the rules of neighbouring in all of the areas of the Concession Zone;

b) Facilitate, in all circumstances, the movement and manoeuvres of other boats, even if its own boat is parked, by following all the indications of the Porto’s Services;

c) Accompany every person, authorised by them, on the mooring berths since the moment they are on board until the pontoon exit, assuming the responsibility for every action and behaviour of said person or persons;

d) Properly close the boat and store all accessories, tools, nautical equipment and materials of their own property;

e) Facilitate the inspection and entrance within the mooring berth and into the boat of the people of the Porto’s Services as well as the competent Authorities, for assessment of the compliance with the duties and obligations comprised in this document;

f) Inform, in advance, the Porto's Services, of whichever maintenance works that will be performed in the boat. It will only be allowed such works in the waterfront's area of the Porto de Recreio de Olhão to either companies or people authorised by the Administration of the Porto de Recreio de Olhão.

2. The violation of what was mentioned above is a punishable act and a fine must be paid according with what is described in article 28 of the present regulation.

3. During the stay of the boats in the Porto, the owners and its representatives must:

a) Respect the navigation and manoeuvring rules, in order to not damage other boats and infrastructures;

b) Assure the correct legal status of the boats with Porto's Services, Maritime and Customs Authority and other competent authorities;

c) Keep the boats appropriately tied up so that neither any exterior part projects into the fluctuant passageways and service canals, nor the boat and people traffics are blocked;

d) Keep the exterior part of the boat as well as the pier close to the mooring spot clean and tidy;

e) Keep all nautical tools and fire-extinguishing equipments ready and functional according to the current approved legislation;

f) Have, in writing, on the exterior part of the boat, in a visible location, the name and the harbour of registry;

g) Keep the boats in good conditions of fluctuation, anchorage and security, giving special attention to changes in the weather particularly when the weather worsens;

h) Look up and read attentively the established rules within this Regulation and set in paragraph p), as well as in pages 20 and 21, concerning lights, noises, waste and other forms of pollution;

i) Use the existing services in the Porto de Recreio for the drainage of sewers and deck waters, that will be working according to a schedule, displayed in the reception of the Porto;

j) Deposit every oily residues, containers used in its transportation and use, and other materials that were in contact with these oily residues in the special bins within the Porto;

k) Endow the boats with protection measures as well as adequate mooring processes, and also minimal and adequate conditions of hygiene and security;

l) Fulfil all the obligations regarding any damages or losses caused by the boats to third parties and/or infrastructures of the Porto de Recreio, ensuring that the location is well repaired to the way it was before the damaging event;

m) Take all the precautions necessary to avoid certain occurrences, concerning the ones of weather, fires, thefts or sabotage;

n) Inform the Concessionaire of how and where they can be contacted;

- o) In the case of malfunction, the boat must be towed from the waterfront by authorised companies from the Porto de Recreio de Olhão;
  - p) Fulfil and respect the Environmental Policy and Code of Conduct of the Porto de Recreio de Olhão, that is part of this Regulation, and that can be checked in pages 20 and 21 of the present document;
  - q) Know the Internal Emergency and Security Plan of the Porto de Recreio de Olhão, displayed in both Reception and Boatyard of the Porto, and if requested, a printed copy shall be given;
  - r) Separate all the different waste and transport them to the specific bins, in their proper conditions and in safety, so that no pollution occurs in both inland and waterfront areas with oily residues and other polluting materials;
  - s) Know and fulfil all the norms, procedures and instructions given and written in the various Intern Regulations;
  - t) Present all the needed and up-to-date documents to the Porto's Services, when asked;
  - u) Present and clear up any information asked by the Porto's Services;
  - v) Use the appropriate electric supply plugs (220/380v AC) when a connection to the power supply is needed;
  - w) Use the personal magnetic card to open the doors that give access to the pontoon and respective passageways;
  - x) Use biodegradable or environment-friendly maintenance products;
4. The owners and their representatives commit to be present in the boat at all times when contacted by the Concessionaire. Regarding this aspect, to the Concessionaire is given the authority to summon the owners and their representatives to the boat whenever is necessary;
5. If the owners and their representatives do not show, or if the contact with either parties was not established, the Porto's Services have the right to take the adequate and/or necessary measures to ensure the preservation of people, goods and/or the environment. It is already established that, if anything happens of this sort, the costs that originate from this situation will be charged to the boat owners or their representatives.
6. The boat owners or their representatives must be able to fulfil what is stated in clause 3 of the Article 15.
7. For the purpose of the clauses k) and l) of the present Article, the Concessionaire has the right to withhold or remove the boat if the occurrence is not solved or the situation does not return to conditions prior to the occurrence;
8. The violations of the above mentioned are punishable acts and, if they occur, fines must be paid according with what is established in Article 28.

## Article 10

### Bans

1. During the stay in the Porto de Recreio, it is forbidden:

- a) To navigate with a velocity greater than **3 Knots, or with a velocity that creates waves that disturb other users, in the interior area of the Porto, in its entrance and exit, and 5 Knots in the channel that gives access to the Porto;**
- b) To spill dirty waters, and waters that are produced in the sanitary facilities of the boats, directly into the Porto's area, or use sewage deposits that require a chemical or physical treatment that go against the applicable rules to fight maritime pollution;
- c) To spill oils, dirt, detritus and or any other pollutant objects outside the adequate containers that exist throughout the Porto de Recreio;
- d) To repair or do specific jobs that produce noises and smells, or pollutants, in the mooring spots or outside the areas designated for those kinds of jobs, except when the Administration of the Porto authorises and in emergency situations;
- e) To use projectors, except in emergency situations;
- f) To anchor the boat outside the established location within the contract with Porto de Recreio de Olhão or to cause disturbances to the free manoeuvring of the boats, namely in the mooring spots' access channels;
- g) To park in the reception pier and in the fuel supply pier the boat for a period of time longer than what is necessary;
- h) To make an electricity connection outside the designated areas by the Porto's services;
- i) To use motorised or cycling vehicles in the fluctuant piers;
- j) To bathe, to dive, to swim and perform nautical sports of any kind or any fishing activities in the Concession Zone;
- k) To assemble trailers or tents for accommodation or any other purpose;
- l) To have animals, with the exception that to have them, they must be secured, that do not run free and that do not cause any disturbances to other users of the Porto. At the same time, all the sanitary regulations must be fulfilled;
- m) To exercise any kind of commercial and industrial activity, to provide services or publicity in the mooring spots, in the piers, in the passageways and aboard the boats. This will only be feasible, if an authorisation is granted by the Concessionaire;
- n) To use or to drive vehicles within the surrounding areas of the Porto, only if the users have a proper authorisation issued by the Administration of the Porto;

- o) To access the pier, provided that those people are users, boat owners or their representatives as well as family members, guests and suppliers that accompany them;
  - p) To produce any form of fire flames, except if within the kitchens;
  - q) To make loud noises outside the boats and in the pontoons, namely music, chants or similar, test engines or any other types of disturbances that jeopardise the well-being of the other users;
  - r) To execute any kind of activity that, maintenance-related or others, that produce bad smells and residues in the waterfront's area and in the pontoons;
  - s) To anchor the boat outside the designated location assigned by the Porto's Services, except if ordered by the competent Authority;
  - t) To hang clothes in the deck and in the halyards of the boat;
  - u) To put the auxiliary crafts or any other nautical equipment in the piers, except if needed momentarily;
  - v) To leave the halyards loose;
  - w) To set sail in the waterfront's area, without any previous request and subsequent authorisation issued by the Administration of the Porto;
  - x) To tow boats in the waterfront's area; these works can only be performed by the Porto's Services or by company or people assigned by them;
  - y) To allow non-qualified people to drive the boats, even if they are authorised by the owners to do so; these non-qualified people will be responsible for any damages caused and, also, they will be subject of legal action;
  - z) To anchor more than one boat per finger;
  - aa) To leave any kind of object on the pontoons and fingers;
  - bb) To open the doors that give access to the pier by any means, other than the access card, as mentioned in paragraph w), of the clause 3 of the Article 9;
  - cc) To perform any sort of works with grinders, sanders or paintjobs with pistols or with sprays and in open-air, in any location of the concession area. This kind of work requires the partial or total coverage of the boat, according with the authorisation given by the Administration of the Porto;
2. It is forbidden the access and the navigation in the waterfront's area of rowing and sailing boats, personal water crafts (PWC), remote control models and any other type of nautical vehicle that does not have and maintains the adequate equilibrium, or any other fluctuant object legally not defined as yachts, except if authorisation is given by the Concessionaire;
3. It is strictly forbidden the use of drones in the concession zone of the Porto, except if an authorisation is given by the Administration of the Porto;

4. The previously established bans are applicable to the boat owners, its representatives and people to whom is given an authorisation the access to the boats, to the mooring spots or the surrounding areas and to people and nautical vehicles that navigate in the Concession Area for any reason;
5. The access to the pier is forbidden to anyone that neither owns a boat nor is a representative and does not own a right of use of a boat, and that has not been given authorisation to do so;
6. The Administration of the Porto has the right to forbid the access to the piers, boatyard and areas under the jurisdiction of the Concessionaire by any person as well as to anyone who has already disturbed the good functioning of the Porto in past events;
7. The violations of the above mentioned are punishable acts and, if they occur, fines must be paid according with what is established in Article 28.

#### **Article 11**

##### **Owner of a right to use a boat**

1. To the owner of a right to use a boat, all the regulations are applicable as if the owner of a right to use a boat was the rightful owner of the boat and/or is a person that has an exclusive right to use a mooring spot. All of the mentioned regulations are stated in Articles 8, 9 and 10.

### **III**

#### **ACCESS, LENGTH OF STAY AND EXIT OF THE PORTO**

##### **Article 12**

##### **Access to the waterfront area**

1. Upon access to the waterfront area of the Porto, all boats must have the Portuguese Flag as well as a flag of their own nationality (if different from Portuguese).
2. The access to the pier by people is safeguarded by an automatic control system.
3. It is barred the access and stay within the Concession Zone to people and boats that do not comply with the rules of this Regulation or with the instructions provided by the Porto's services **and people and boats that have payments due regarding fees and services;**
4. It is barred the access of boats to the Porto outside the working hours of the Porto's reception desk, unless a special authorisation is given the Administration of the Porto. In that case, the boats must wait for the reopen of the reception desk by staying parked in the reception pier.
5. To the Administration of the Porto de Recreio de Olhão is given the power to refuse the access or to evict from any location of the Porto, whomever present signs of drunkenness or appear to be under the effect of illicit or psychotropic substances or analogues, or if the behaviour of that person or persons puts in danger others and/or goods.



### **Article 13**

#### **Access to the inland area**

1. Upon access to the inland area of the Porto, all of its users are obliged to respect all the security measures as well as the good neighbouring protocols.
2. The access to the inland area by authorised people according to the rules established in this Regulation is free; only the area of the boatyard is limited to people and vehicles within the workhours of the respective reception desk.
3. The access, length of stay and exit of the Concession Zone is limited to people that do not fulfil and respect all that is mentioned in the present Regulation or the instructions provided the Porto's Services and people that have payments due regarding fees and services.
4. The violations of the above mentioned are punishable acts and, if they occur, fines must be paid according with what is established in Article 28.

### **Article 14**

#### **Procedures and operations of the boat upon entrance**

1. Upon entrance in the Porto de Recreio, all boats must park in the Reception Pier, so that the boat owners or their representatives:
  - a) Ascertain the length of stay with the reception desk;
  - b) Determine the legal formalities required by the Maritime Authority, the Foreigners and Border Service (SEF in Portugal) and Customs Authority through the Porto's Services.
  - c) Proceed to the allowance deposit that is mentioned in clause 2 of Article 22.
2. The boats that are parked within the area of the Porto with ongoing contracts must comply with what is mentioned in the previous clause only when it is legally applicable or when the Porto's Services require to do so.
3. The boats' manoeuvres can be performed with assistance from the Porto's crew, whenever it is convenient.
4. The violations of the clause 1 are punishable acts and, if they occur, fines must be paid according with what is established in Article 28.

### **Article 15**

#### **Exit of the boats**

1. Without any losses regarding fees in what is established in the present Regulation or other applicable legislation, the repeated violation of the duties, obligations and bans mentioned in the

Articles 8, 9 and 10 gives to the Administration of the Porto de Recreio, the power to demand the offenders, the immediate removal of their boat from the mooring spot occupied at that time as well as their subsequent exit from the Porto.

2. If the demands mentioned in the previous clause are not duly notified to the offender by imputable cause or, if notified, the offender does not meet it promptly, the Administration of the Porto can order the immediate removal of the boat by means of a crane and subsequent towing to a proper location where it will be stored. All of the costs regarding this process must be paid by the boat's owner or its representative.

3. Upon circumstances of extreme necessity or upon bad weather conditions, the removal of the boat can be demanded from one mooring spot to another, to which what it is mentioned in the previous clause is applicable with the suitable adaptations.

4. In case of a malfunction or the sudden immobilisation of the boat which its rapid repair is not viable, it is either the owner's responsibility or its representative, the removal of the boat. If that is not performed within an adequate timeframe, the Administration of the Porto can enforce what is mentioned in clause 2 of this Article.

5. The Concessionaire can demand the removal, from the Concession Zone, of all boats that were abandoned or that disturb the normal operations of the Porto, or even those boats that stayed longer than 90 (ninety) days, without any registries of regular payments for its parking and other services by the owner of the boat.

6. The expanses concerning the removal, towing and storage of the boats, by what it was mentioned in the previous clauses, will be charged fully to the respective owners of the boats.

7. The violations of the clauses 1, 2, 3 and 4 are punishable acts and, if they occur, fines must be paid according with what is established in Article 28.

## **Article 16**

### **Procedures upon exit**

1. The exit of a boat upon the end of a contract will be performed, at any time, provided that the owner or the person or persons responsible for the boat has/have:

a) Settled its situation with the Porto's Services, provided that the exit must be asked with, at least, 1 (one) hour in advance from its departure, and according with the opening and closing times of the reception services of the Porto;

b) Fulfilled all the legal formalities required by the Maritime Authority, the Foreigners and Border Service (SEF in Portugal) and Customs Authority through the Porto's Services, when legally demandable, and according with the schedules of the Porto.

c) Duly notified the direction and destination of the boat, when the absence from the Porto will be longer than 72 (seventy-two) hours.

#### **Article 17**

##### **Time extension of the boat's parking**

1. The extension of the time initially mentioned in the contract must be asked to the Porto's Services with, at least, 24 (twenty-four) hours in advance.
2. If the extension of time is not approved, by lack of available parking spaces, that will neither entail indemnities nor new tariffs upon parking for a maximum of 3 (three) days.

#### **IV**

##### **CONCESSION OF THE MOORING SPOT AND BOAT SWAPS**

#### **Article 18**

##### **Concession of the mooring spot**

1. The concession to third-parties of the right to use the mooring spot, upon either onerous or free contract, will only be performed by means of a previous requested written authorisation to the Concessionaire that might authorise or not such concession.
2. When the concession to third-parties of the right to use the mooring spot is of onerous nature, it will be applicable what is mentioned in the previous clause without any harm to the conditions or fees established by the Concessionaire for every case.
3. When the concession to third-parties of the right to use the mooring spot is of free nature, that concession will only occur upon written notification to the Concessionaire and its further authorisation, and after the conditions and fees to be paid to the Concessionaire are established.
4. On a temporary basis, or if it is convenient, the Administration of the Porto de Recreio can perform this concession to third-parties, with an onerous contract, of the rights to use the mooring spots made available by the owners of boats with permanent or temporary contracts, which will be subject of new contracts to be established with the Concessionaire, for every case.

#### **Article 19**

##### **Boat swaps**

1. Whenever the mooring spot assignee changes its boat, the Concessionaire must be notified of that change, in a written form, in which it must be mentioned the name, either its country of origin or the origin of its registry and the dimensions of the new boat.

2. It is essential that, for the boat swap to occur, the new dimensions meet the specifications for that particular mooring spot.

3. Whenever the mooring spot assignee allows its use for boats that he or she does not own, the Administration of the Porto must be notified with, at least, 30 (thirty) days in advance the name of the owner, the name of the boat, its country of registry and its dimensions so that the authorisation for its entrance is issued.

## **V**

### **LENGTH OF STAY OF THE BOATS IN THE MOORING SPOTS**

#### **Article 20**

##### **Length of stay**

1. The length of stay is calculated for periods of 24 (twenty-four) hours, beginning at the 12 (twelve) hours of each day.

2. If the length of stay is greater than the one established upon entrance in the Porto, that occurrence must be notified to the Porto's Services, as referred in the Article 12. Moreover, it is asked that a strengthening of the allowance is conducted, as referred in clause 2 of the Article 22, in the day immediately before the end of the first period established.

## **VI**

### **FEES**

#### **Article 21**

##### **Charge and fee list**

1. The tariffs that are to be charged by the performed services within the Concession Zone as well as the costs for the use of the various facilities and equipments will be displayed by the Concessionaire, in a visible location with easy access, with 30 (thirty) days in advance from the day they start to be applicable.

2. The amount that will be charged for the services performed as well as the general rules for its application will be set in the Tariffs Table.

3. The Tariffs Table mentioned in the previous clauses, its annual review and update, as well as all the services provided will be set by the Concessionaire. The Concessionaire will then report to the Concession Grantor, in the first trimester of each year, with 30 (thirty) days in advance from the day they start to be applicable.

4. Without any bias for the annual review mentioned in the previous clause, a tariff review can be performed by the Concessionaire whenever it sees fit, and independently of the dates of the annual

review, by means of an interim or complementary review. The latter can be done whenever the conditions of the Porto de Recreio de Olhão require to do so, and it is expected to be conducted when certain conditions are altered, when the introduction of new services and new aspects to services that already exist occurs, and when an increase in the occupation of the Porto is detected. The review will be conducted if any of the mentioned situations occur in order to keep the business competitiveness of the Concession as well as the need to maintain its financial and economic equilibrium.

5. For the purpose of what is mentioned in the previous clause, the Concessionaire will report their proposals to Doca Pesca S.A., which must answer within a maximum of 30 (thirty) days from the date in which the documents were first delivered in the respective office.

6. The Concessionaire cannot charge any tariffs that do not comprise the approved Fees and Tariffs Table, at that time.

7. The tariffs are valid until the 1<sup>st</sup> of January of each calendar year, automatically renewable if there is not any approval of new tariffs tables by the competent Authority. Those tariffs will be divided in the following categories: off-season, mid-season, high season, special season, annual season, semester season or any other.

8. All tariffs related to the mooring spots include both running water and electricity.

9. All tariffs mentioned in the regulations and tables will be applicable in the case of a Contract of Rights Concession for the Temporary Exclusive Use of the Mooring Spot.

10. To the multihull boats, it will be applicable an tax of 50% in a low season and a tax of 100% in the mid and high season, in addition to what is described in the Fees and Tariffs Table or any other percentage the Concessionaire sees fit.

11. The tariffs are calculated between the 12 (twelve) hours of the entrance day until the 12 (twelve) hours of the exit day.

12. To the values shown in the Fee and Tariffs List, the value added tax (IVA in Portugal) must be added, according with the current approved legislation.

13. The use of easels, nautical cribs and cantilever supports of the company Verbos do Cais, within the boatyard area will be free up until 15 days of use. After that time, the adequate tariffs will be charged according with the Fees and Tariffs Table.

14. To the owners with stays of 3, 6 and 9 months, a discount of 5% will be applicable in all of the services provided in the boatyard and 5, 7 and 10 days, respectively, of inland free parking.

15. To the ones who have a Contract of Rights Concession for the Temporary Exclusive Use of the Mooring Spot of 1 (one) year, it will be applicable a 10% in all of the services provided in the boatyard and 6 (six) days of inland free parking.

## **Article 22**

### **Payments – Inland and waterfront areas**

1. In the case of a Permanent Parking, payments of preservation and maintenance, electricity and water supplies and other services will be conducted by means of a billing document within the due dates and accordingly with the specifications stated on the invoice.
2. In the case of a Temporary Parking, upon fulfilment of the Arrival Declaration, an allowance for the permanence period as well as the services and consumptions required must be put down. Payments will be conducted by means of a billing document within the due dates and accordingly with the specifications stated on the invoice.
3. To the allowance value that is payed upon arrival, all the services requested and performed will be added or deduced from that value.
4. If, in any of the cases mentioned in clauses 2 and 3, the economic value of the services provided goes beyond the value of allowance given upon arrival, the Concessionaire can command a capital increase of that same allowance as according with clause 2, without any loss of clause 2 of Article 20.
5. The capital increase of the allowance mentioned in the previous clause must be performed within a period of time and within certain conditions established by the Concessionaire.

## **VII**

### **RIGHT'S LOSS**

#### **Article 23**

##### **Termination**

1. It will be considered as a sufficient cause for the owners of an exclusive right to use a mooring spot to lose that same right when:
  - a) The contract ends;
  - b) The non-existence, if the owner dies, of direct relatives of the owner or if a waiver is halted by them by means of a written statement addressed to the Concessionaire. The Concessionaire will respect the period of 1 (one) year, starting at the day of the owner's death, for the establishment of the non-existence of direct relatives or their request for the transfer of rights to them;
  - c) Due payments for more that 60 (sixty) days of the fees established by the Concessionaire in the Fees and Tariffs List;
  - d) A severe or continuous non-compliance of either the norms established by this Regulation or the demands and instructions necessary to the good functioning of the Porto de Recreio;
  - e) The misuse of the contracted service;

f) The non-authorized concession of the rights that emerge from the signature of the contracts with the Concessionaire.

2. For the purpose of what was mentioned in the previous clause, it is considered a severe or continuous non-compliance when the offender, after he or she has been warned, does not comply with the commands issued by the Concessionaire or any other competent Authority or Authority associated with the Concessionaire, in the due dates established by the Administration of the Porto, according with the present Regulation.

## VIII

### SERVICES, OPERATIONS, BUILDINGS AND WORKS OF PORTO DE RECREIO

#### Article 24

##### Services and Equipments

1. The Concessionaire can, whenever deems necessary, convenient or adequate to the good functioning of the Porto's activities, establish service fees, whose costs will be paid by the owners of a right to use a boat according with certain criteria and rules established by the Concessionaire.

2. Regarding the costs mentioned in the previous clause, it will be applicable what it is mentioned in Articles 21, 22 and 23.

**3. The Concessionaires does not take responsibility for thefts, assaults or damages to the boats or their belongings, inclusively the ones originated by bad weather or natural catastrophes.**

4. All of the services provided by the Concessionaire are subject to space availability and must be confirmed, by a written document, by the Porto's Services.

5. To the values shown in the Fee and Tariffs List, the value added tax (IVA in Portugal) must be added, according with the current approved legislation.

6. Pier trolleys are for exclusive use of the sailors.

7. After their use, pier trolleys must not be left abandoned and outside the areas destined for their correct storage. The violation of the above mentioned is a punishable act and, if it occurs, fines must be paid according with what is established in Article 28

#### Article 25

##### Service's schedule

1. Every service and facility mentioned in the present Regulation will be working according with a timetable and rules established by the Concessionaire, which will be displayed in a noticeable location.

2. Fire-fighting, surveillance and first-aid services will be guaranteed by the Concessionaire, with a timetable also established and displayed in a noticeable location by it. If needed or if it is convenient,

an immediate and complementary request by the Concessionaire will be issued so that, the intervention of the competent Authorities with expertise is possible.

## **IX**

### **RULES OF REPAIR'S COMMERCIAL ACTIVITY AND MARITIME-TOURISM OPERATIONS**

#### **Article 26**

##### **Internal regulations**

1. For the purpose of this Regulation, it is defined as a maritime-tourism activity, all the cultural, leisure, sport and teaching activities that are conducted by means of a boat, profit-seeking or of tourism promotion, developed in the Porto de Recreio de Olhão. Their commercial activity, to occur in the Porto de Recreio, must be regulated.
2. The violations of what is mentioned in the specific Regulations, for this commercial activity, and within the concession area are punishable acts and, if they occur, fines must be paid according with what is established in Article 28.

## **X**

### **INSPECTIONS**

#### **Article 27**

##### **Inspections and penalties**

1. The inspection of the fulfilment of the present Regulation is a competence of the Concessionaire, of the Maritime Authority and of the Doca Pesca – Portos e Lotas, S.A..
2. It is also competence of the Authority with jurisdiction and expertise, the applicability of all fines established in this Regulation, as well as all precautionary measures they see fit and the applicability of fines and additional penalties.
3. The Concessionaire will report to the competent Public Authority (Maritime Authority, Public Security Police, Republican National Guard, Customs Authority, Tax Authority or its Granting Authority) the non-compliance towards the security measures, discipline and conduct codes established in this Regulation or in the current approved legislation by the users of the Porto de Recreio.

#### **Article 28**

##### **Fines**

1. The violation of what it is described within this Regulation is considered a punishable act. If a violation is detected, the general regime of the Law nº49/2002, of March 2<sup>nd</sup> will be applicable.



2. The violations of the present Regulation are a punishable act to which a fine must be paid, ranging it between 25€ and 3.700€ or 500€ and 44.000€, if it is a singular or a collective person, respectively.
3. The procedures to which a fine is applied to a singular or a collective person mentioned previously are responsibility of the competent entities.

## **XI**

### **VALIDITY**

#### **Article 29**

##### **Validity**

1. The present Regulation, with subsequent modifications and updates, will be valid for a period of time equivalent to the period of time of the Concession.
2. The present Regulation can be altered, modified and enlarged whenever the Concessionaire finds it convenient or necessary, after approval by the competent authorities or even if referred by them.

## **XII**

### **PUBLICITY**

#### **Article 30**

##### **Publicity**

1. The present Regulation as well as its English version must be available to the public and displayed in a noticeable location at the reception desk of the Porto and at the facilities of the Maritime Authority with jurisdiction within the Concession Zone.
2. Every type of publicity within the area of the concession is prohibited, and its owner must ask for authorisation to the Administration of the Porto de Recreio de Olhão.
3. The Administration of the Porto de Recreio de Olhão has the right to choose the location in which the publicity will be positioned, as well as, demand the removal of publicity that is not in accordance with the given authorisation, without any losses for the Concessionaire. The expanses will be charged to the owner of the publicity or client.

## **XIII**

### **DEFAULT OF PAYMENT**

#### **Article 31**

##### **Late-payment interest**

1. When payments are delayed for a period of time longer than 30 (thirty) days regarding the bills inscribed in clause 4 of the Particular Conditions of the Contract of Rights Concession for the

Temporary Exclusive Use of the Mooring Spot, either being a permanent or a temporary parking spot, the Concessionaire will notify the owner of that obligation, for subsequent periods of time, to a maximum time of 60 (sixty) days.

2. When payments for the provided services are delayed for a period of time longer than 3 (three) months, the Concessionaire can legally pursue the payment, without the prejudice to the faculty of obtaining them through judicial proceedings, with interest, and to unilaterally terminate the contract.

In this case, there will not be neither compensations nor money restitutions to the debtor or debtors.

3. The notifications regarding the previous clauses will be sent via registered letter and with acknowledgement of receipt. If the letter, by any means, is returned, the termination of contract will be informed via publication of a public notice in the reception desk of the Porto de Recreio de Olhão and/or close to the mooring spot that was subject of Contract or Service, thus being valid. The measures referred in the public notice will come into effect, immediately.

4. Without the prejudice to the faculty mentioned in the previous clause, the Concessionaire can, after delayed payments of more than 3 (three) months or the unilateral termination of the contract, exert the right to remove the boat and transfer it to the inland parking lot or to a storage facility, without any responsibility for the damages caused to the boat. The owner of the boat is the sole responsible for the payment of all expanses that originated from that removal, namely cranes, tow equipments and the inland parking of that boat.

#### **XIV**

#### **ANNEXES**

#### **Article 32**

#### **Annexes**

1. A group of norms, instructions and procedures named Internal Regulations are an integral part of the present Regulation.

2. Each and every one of the Internal Regulations is addressed to a specific commercial activity and to specific areas owned by the Concessionaire.

3. Every one of the clients and mooring spot assignees know what this Regulation is about and what it features and describes and are bound to respect every rule and guidance provided by the Concessionaire. If any of this is not met, the punishable acts performed will result in the payment of fines established within this Regulation.

Porto de Recreio de Olhão, July 1<sup>st</sup> 2017

“Regulation of the economic exploration and private use of the Porto de Recreio de Olhão” approved by the Administration of the Verbos do Cais and sent to Doca Pesca S.A, according to the Concession Contract.

## ENVIRONMENTAL POLICY OF PORTO DE RECREIO DE OLHÃO

1. The Porto de Recreio de Olhão aims to provide and guarantee a high-quality service to every one of its clients, integrating within its development policy, the need to protect the environment. This is a matter of utmost importance for the future generations, as the environment and the sea are intertwined. Thus, the Porto established as Environmental Policy the following commitments:

- a) **Prevent** any form of pollution and reduce all important environmental impacts associated with the activities of the Porto;
- b) **Safeguard** the rational use of water as well as the energy resources and promote an adequate waste management, focusing on recycling strategies;
- c) **Establish** and periodically review all the procedures and aims towards environment protection, ensuring a continuous improvement of its performance;
- d) **Comply** with all the environmental requisites defined within the current approved legislation and its further updates, and other stipulations the Porto sees fit;
- e) **Engage** and train all collaborators and the community in the good practices on environmental preservation, and make them aware on how important it is to adopt these measures

## ENVIRONMENTAL CODE OF CONDUCT

1. The Porto de Recreio de Olhão is aware of its role towards a more sustainable future. Thus, it will provide all the necessary equipments and resources to guarantee the preservation and the protection of the environment.

2. It is essential that everyone contributes to this project. That being said, you must not forget to:

- a) Put all waste in the proper bins:
  - a. Glass items into the glass bins (the green ones);
  - b. Paper and cardboards into the paper bins (the blue ones);
  - c. Plastics, tins and aluminium cans into the plastic bins (the yellow ones).
- b) Use the remaining waste bins to put dirty papers or other residues that cannot be recycled;
- c) Use the existing bins close to the maritime passageway to put all waste that comes from the boats;
- d) Never throw away garbage on the floor and on the waterfront's area;
- e) Use the oil waste bins and the hazardous waste bins close to the nautical workshops to put down all hazardous material;
- f) Use all the specific locations in the nautical workshops to perform any cleaning and repair activity and comply with all the established protocols of said areas;
- g) Do not release any garbage, wastewaters or other polluting substances onto the Porto de Recreio, along coastal and sea areas. Use all the equipments and resources available in the Porto de Recreio.

- h) Preserve all natural resources, and do not waste water or energy;
- i) Respect Nature, namely the protected areas. When passing by sensitive and protected areas, pay extra attention and extra care to your behaviour, since the navigation within these areas are forbidden.