

Exploitation and Police of Marina Gijón Regulation

Article 13. Ships in transit or stopover.

- 1 Upon arrival, ship will be temporarily moored in the place with the sign "Muelle de Espera", or alternatively in the place indicated by the staff.
- 2 The skipper is required to go immediately to the Reception of the Marina, if this one is closed, he/she has to be there as soon as it opens. In this office he will identify all the crew members with their passports or ID cards, all the ship documentation in order to proceed with the registration. The skipper has to have the risk of damage to premises covered by an insurance policy.
- 3 The skipper will be given a copy of these Regulations and a statement on period that the ship is authorised to stay in the Marina. He/She will be required to duly sign the corresponding registration form.
- 4 Advanced payment for the sum of the authorised period of stay is required. In case of any extension, it has to be communicated to the Marina staff and then proceed with the advanced payment of the amount corresponding to the extended period.
- 5 For every mooring place a deposit of 50 € will be charged for the 2-card pack. Reposition of the cards because of loss, damage or any other cause will be done upon payment of the corresponding amount.
The selling price is 50 € per card.
The card is only for personal use and it is untransferable; in any case, the berthholder is completely responsible for its good use. At any time, the authorised Marina staff may ask the person in possession of a card to accredit his/her identity. If he/she fails to do so, the card could be immediately removed.
The card could be disabled **without** previous notification, in case of unpaid bills of the mooring fee or any other service offered and/or in case of breach of any of the contract clauses.
Because of security reasons, cards will only grant the access to the pier in which your ship is mooring, as well as common areas such as showers and restrooms, in the Marina Offices building.
In case of loss or theft, the Marina Offices are to be informed.
- 6 In this moment or upon Marina staff request, the ship and the crew can be requested to pass thought all controls and regular procedures required by Customs, Police and Maritime Regulations.
- 7 The skipper will be shown the mooring place to be used while in transit and he/she will be informed about the use of the common areas and the services provided by the Marina. In temporary allocations of mooring places, the holder commits to move the ship to the definitive berth indicated by the Marina staff as soon as required. In case of non-fulfilment of these guidelines, the transfer of the ship may be ordered at the holder's expense and risk. The Marina is not liable for any damage the could occur during the transfer or the stay in the new mooring place
- 8 The Management of the Marina reserves the right to change the mooring place in the event that the holder want to extend the stay once it is over; the Management also has the right to refuse this extension if this disrupts the general planning of the Marina.
- 9 The user is held responsible for the damages and breakdowns that his/her ship might cause to the premises, the port services and third parties.
- 10 The departure time has to be informed beforehand to the Reception of the Marina by the skipper. This departure will happen no later than 12 p.m. (otherwise, an extra day of stay will be charged) and, before departure, the skipper has to settle all the outstanding debts.
- 11 The ships stopping over are not allowed to leave the Marina without paying the full amount of all the services provided during its stay. A deposit may be required to cover this obligation or the services provided might be billed upon rendering or for regular periods of time, even if the stay of the ship in the Marina is not over.
- 12 The ships in transit willing to deliver MARPOL wastes and get a receipt or proof of delivery, are required to follow the procedures set in the "Plan de recepción y manipulación de desechos procedentes de los buques" (Waste from ships reception and manipulation plan).

Article 25. Prohibitions.

In the Marina Premises it is completely forbidden:

1. To smoke while fuel provisioning operations are ongoing.
2. To keep the engines or the ignition of the ship started while this one is being filled up.

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3. To execute dangerous activities or to put away or store, in any of the Marina premises, gear that may raise the amount of the insurance instalment fee.
4. To store on board the ship explosive materials except for the statutory salvage flares.
5. To light fires or bonfires, or use naked flame lamps.
6. To use heaters.
7. To throw earth, rubble, waste, sewage water, detritus or any materials, contaminant or not, to the land or to the water. Wastes are to be placed in the containers planned for this event.
8. To contaminate the sea and the sediment of the docks of the Marina. No waste dumping to the sea allowed.
9. To carry out repair works or activities that result uncomfortable to other users, dangerous activities that imply risks to the security of persons and goods or actions that harm the environment. Always according to the Concessionaire Company criteria.
10. To provision fuel outside of the specifically designed area.
11. To keep the engines started while the ship is moored or to leave any outhaul in such a way that it can hit the masts.
12. To fish or to collect shells or to gather shellfish.
13. To carry out unauthorised underwater works.
14. To practise water-ski, to ride jet-skis (except for the entrance and exit of the premises) to swim in the docks, canals and access areas of the Marina.
15. To manipulate and/or to alter the Marina premises (modify the distribution of the mooring cleats; to tie up to any element not being mooring cleats or bollards; to use as bumpers any non-authorized element; to hammer or screw any element to the jetties and/or bridges) available to the users, being the offender's responsibility all the consequences such as breakdowns or damages that derive from this manipulations.
16. To use anchors within the docks and access canals, except for emergency cases.
17. To walk in the jetties loose animals.
18. To give access to the jetties to unauthorised people.
19. To deposit in the jetties auxiliary ships and gear, these items may only be in the jetties the minimum time to board or unload them, unless there is express authorisation.
20. To deposit in the jetties batteries or any other material that affects to the hygiene and healthiness of the Marina.
21. To use the ship toilets while the vessel is inside the Marina.
22. To have a shower, do the laundry and, in general, any other activity that involves dumping of washing powder or soapy waste to the port waters.
23. To bail out bilges and wastewaters outside of the area destined to this service.
24. To hoist any ship outside the areas established for this purpose.
25. To moor the ships in a way that invades the central corridor of the jetty with parts outstanding from the vessel, given the risk that this situation involves for the persons circulating in this area.
26. To leave the ship with unattended equipment connected to the electric power network.
27. To leave the ship connected to the electricity without crew members onboard if the 24 hour service is not contracted.
28. To park or to circulate with vehicles in the breakwater area, unless there is express authorisation.
29. To change the mooring place without prior authorisation in written.
30. To cede or to sublet the mooring place.
31. To leave unpaid any invoice corresponding to the mooring place.
32. And any other activity considered by the Marina Management to be hindering or avoiding the smooth running of the services or the exploitation of the premises.

The non-fulfilment of the prohibitions that culminate in any cost for the Concessionaire Company, entitles the Company to ask for the corresponding compensations.

Those offences to the rules that affect mainly to the hygiene and healthiness of the premises and its users, entitles the Management to demand the immediate departure of the ship from the Marina premises, regardless of obligation to compensate the damages caused. There is no right to be refunded for the fees paid in advance. In addition, the corresponding Authorities will be notified, in order to apply the related sanctions.

The relapse in skipping any of the prohibitions entitles the Marina Management to ban, temporary or definitively, the access to the premises to this ship or even any other vessel belonging to the same owner. The ship is also obliged to leave the Marina within the next week and to pay the corresponding compensation for the damages caused. There is no right to be refunded for the fees paid in advance. In addition, the corresponding Authorities will be notified, in order to apply the related sanctions.