

D Marin

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**D-MARIN**

## **MARINA RULES & REGULATIONS**



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## Definitions

The definitions in this section shall apply throughout this regulation:

"Access Areas" means areas intended for the access, movement, unloading, loading and parking of vehicles comprising roadways and parking spaces.

"Berthing Lease" means any lease agreement entered into from time to time between a Marina Berth User and the Owning Entity/Marina Management.

"Marina Manager" means the official responsible for enforcing the Regulations to ensure the security of the Marina, the correct operation of the Marina and the safe navigation of Vessels.

"Marina" means:

- (a) The Access Areas;
- (b) The Marina Public Domain;
- (c) The Private Use Areas;
- (d) The Restricted Areas;
- (e) The Service Areas;
- (f) The Waste Areas.

"Marina Berth" means a berth or a mooring point within the Marina.

"Marina Berth Holder" means an individual who holds, as a lessee or licensee, the area/demarcated area on or over which the Marina Berth is situated.

"Marina Management" means D-Marin, a limited liability company incorporated in the UAE with a principal place of business at PO Box 123311 Dubai, UAE.

"Marina Manager" means the individual appointed in accordance with Article 6.

"Marina Public Domain" means any area of the marina which is not restricted area.

"Marina User" means an individual who enjoys a right of use over the facilities in the marina or services provided by the Marina Management and any authorised individual who enters the marina, including but not limited to a Marina Berth Owner, a Vehicle Owner and a Vessel Owner.

"Owning Entity" means xxx, a limited liability company incorporated in the UAE with a principal place of business at PO Box 123311 Dubai, UAE.

"Private Use Areas" means areas reserved for private use by individuals with a right to use those areas.

"Promotional Purposes" means any commercial or promotional activity.

"Restricted Areas" means areas operated directly by the Marina Management comprising of the Marina Office, the staff quarters, commercial establishments and pontoons xxx.

"Service Areas" means the areas identified in the zoning plan found in Annex 1 of this Regulation.

"UAE" means the United Arab Emirates.

"Vehicle Owner" means an individual in charge of any vehicle within the marina.

"Vessel" means any vessel of any type or structure whatsoever operated to transport passengers or goods for personal, commercial, sports or tourism purposes.

"Vessel Owner" means the legal owner of the vessel visiting or using the marina; and

"Waste Areas" means areas intended for refuse collection bins and all other areas intended for storing specific waste from vessels.

## Part One – General Provisions

### Chapter One - Purpose and Scope of Application

#### 1. Purpose of the Regulation

The purpose of this Regulation is to set out the rules governing the use and operation of the marina as well as the rules that regulate the relationship between the Marina Management and those with a right to use the marina.

#### 2. Scope of Application

- 2.1 This regulation shall apply to individuals, vehicles, vessels and machinery located within the marina as well as those individuals with a right to use the marina.

**2.2** This regulation shall not apply to:

- (a)** employees or agents of emergency services acting in the scope of their duties to provide emergency services or enforcement activities within the marina;
- (b)** the vehicles and other property of emergency services used for the purpose of providing emergency services or engaging in enforcement activities within the marina.

**2.3** The Marina Management may exempt individuals, vehicles, vessels or machinery from all of or part of the requirements and prohibitions of this regulation from time to time if such exemption is required for the beneficial administration of the marina.

## Chapter Two – Marina Areas – Intended Use

### 3. Regulation of the Marina

Use of the marina requires the prior granting of a right of use or authorisation by the Marina Management and/or the payment of a fee. This right of use permits the right to use the marina under the terms set out in this regulation and in any other agreement between the individual and the Marina Management.

### 4. Intended Use

The intended use of the service Areas is to facilitate the berthing of vessels.

### 5. Use and Limitations

- 5.1** Each area in the marina shall be assigned specific access and use regulations in line with Part Three of this Regulation. The Marina Management is empowered to establish special rules of use for each area that makes up the marina.
- 5.2** The Marina Management may, owing to security or operational considerations, introduce permanent or temporary limitations regarding the use of the marina. These limitations shall be set out on the notice board of the marina.

## Chapter Three - Management, Administration and Inspection of The Marina Disciplinary System

### 6. Management

- 6.1** The management of the marina is entrusted to the Marina Management, which shall exercise said duty through its board and through its marina manager as appointed at its discretion from time to time (the "marina manager").
- 6.2** A number of other management bodies shall have specific areas of authority outlined in Article 7 below. These other management bodies consist of the:
  - (a)** The Board of The Marina Management;
  - (b)** The Marina Manager; and
  - (c)** The Duty Manager.

### 7. Areas of Authority of Each Body

- 7.1** The board of the Marina Management shall have the following responsibilities:
  - (a)** To contractually represent the Marina Management;
  - (b)** To conduct the management of the Marina Management; and
  - (c)** To solve differences arising between the Marina Management and Marina User.
- 7.2** The Marina Manager shall have the following responsibilities:
  - (a)** The legal representation of the Marina Management;
  - (b)** The management of the marina and management of all services;
  - (c)** Preparation of budgets and expenses their subsequent implementation and monitoring;
  - (d)** The appointment and dismissal of individuals holding any position of employment or carrying out any duty within the marina;
  - (e)** The granting and termination of leasing agreements over marina berths;
  - (f)** The lodging of judicial claims for sums certified on the part of the Marina Management, owing to

provision of services within the marina;

- (g) The resolving of the interruption of services per the terms set out in Articles 43 and 44 of this regulation;
- (h) The prevention, avoidance and reporting of offences committed in breach of this Regulation to the competent authorities;
- (i) The responsibility for all staff of the marina;
- (j) The responsibility for ensuring the maintenance of the marina.

**7.3** The Duty Manager shall have the following responsibilities:

- (a) To regulate and control general movement operations of vessels, their entry, exit, moorings, berth, casting-off manoeuvres and the assignment of marina berths;
- (b) To check the entry of people within the marina;
- (c) To verify regular operations of the marina;
- (d) To inspect all facilities, services and property located within the service area;
- (e) To check compliance with environmental control measures enforced by law and this regulation;
- (f) To report the removal of goods and objects hindering the regular operation of the marina and those failing to use designated areas, and to take action whenever it is deemed necessary for the good practice of the marina;
- (g) To exercise the right to refuse admission in cases envisaged in this regulation;
- (h) To carry out any other task delegated by the Marina Manager.

## 8. Inspection, Surveillance, Control and Prerogatives of The Marina

- 8.1** Inspection and surveillance relating to occupancy of public areas and works, services and operations carried out in such areas shall be carried out by the owning entity.
- 8.2** Likewise, to verify compliance with obligations on the part of the Marina Management, the owning entity may conduct inspection visits following written notice of twenty-four (24) hours, unless an exception applies.
- 8.3** The Owning Entity may request such information as may be necessary from the Marina Management to check that the obligations set out in the specifications of the marina premises are being adhered to.

## 9. Disciplinary System

In terms of breaches and penalties, Marina Users shall be informed in this regard of the fines (as per the published table) and penalties that may, in exceptional circumstances, entail the expulsion and exclusion from the use of the marina without any refund of the fees paid.

## Chapter Four - Internal Security

### 10. Internal security

- 10.1** The Marina Management has a general surveillance service that operates throughout the marina. Therefore, the Marina Management shall not be held responsible for any damages or thefts affecting the vessels or vehicles located within the marina.
- 10.2** Any marina User accepts the Marina Management's limitation of liability set out in Article 10.1.

### 11. Security Staff

- 11.1** The Marina Management shall appoint external private and surveillance services ("Surveillance Services") to ensure the security of the marina.
- 11.2** The Surveillance Services shall act within all applicable laws and shall be tasked with:
  - (a) The exercise of surveillance tasks to ensure the security and control of all entrances to the marina; and
  - (b) The prevention, avoidance and reporting to the competent authorities of any offences committed in breach of this regulation and applicable laws in the UAE.

### 12. Admission Rights and Permits for Provision of Services for Third Parties

- 12.1** The Marina Management reserves the right to refuse admission to the service area for individuals whose conduct is unsuitable or conflicts with the operation of the marina.

- 12.2** In the interests of security, the Marina Management may refuse entry to visitors whose behavior affects or hinders the operation of the marina.
- 12.3** Companies and professionals unrelated to the marina who carry out any function, task or assignment in the marina, as well as all other service providers working in the marina, will be admitted to the marina under their own responsibility when it comes to accidents they may suffer in the exercise of their official duties.
- 12.4** In order to execute work on Vessels in the Marina, authorization must be obtained from the Marina Management following certification to confirm that the work meets all regulations in terms of labor and occupational hazard prevention.
- 12.5** The Marina Management shall keep a register of companies and professionals authorized to carry out work on vessels and in the marina.
- 12.6** The Marina Management is empowered to call on such professionals, at any time, to provide documentary evidence showing that the authorization and insurance policies are all in effect.
- 12.7** If such a requirement is not adhered to or if authorization does not exist or has expired, the Marina Management may, at its direction suspend the work being carried out.

## Chapter Five - General Liabilities

### 13. On the Part of the Marina Management

- 13.1** The Marina Management shall not be liable to Marina Users for any action or damage that is directly attributable to it or its staff unless such action or damage was caused by willful misconduct or gross negligence by the Marina Management.
- 13.2** Marina Users shall be admitted to the marina under their own responsibility when it comes to accidents they may suffer through their use of the marina.

### 14. Limited Responsibility on the part of the Marina Management

The Marina Management shall not be held liable for damage arising from interruptions to the service or failures, unforeseen breakages or poor maneuvers occurring during the provision of services.

### 15. Unforeseeable Damages

Any damage caused to individuals or equipment within the Marina owing to operations taking place therein shall be deemed as unforeseeable and each party shall bear the costs for its own damage unless liability is defined owing to the actions or omissions of a third party. The Marina Management shall not bear liability in such cases.

### 16. Liability Owing to Damage in the Marina Public Domain

Any party causing damage in the Marina Public Domain owing to action or omission shall be required to reinstate or remedy the damage and replace the premises to their former state by paying compensation for the damage caused.

### 17. Liability Owing to Damages Caused to Property and Rights Belonging to the Marina Management and Other Private Property and Rights

- 17.1** Marina Users shall be liable for damage caused by negligence with regards to the property and rights of the Marina Management and private property belonging to third parties.
- 17.2** The Marina Management may rectify the damage caused and charge the sum of such repairs to the party responsible.

### 18. Liability Owing to Damage Caused to Public Services

Notwithstanding the provisions referred to in Articles 13 to 17 of this regulation, third parties or Marina Users who, owing to actions or omissions caused by culpability or negligence, cause damage to the provision of any marina service, shall be required to pay compensation for damage caused to the Marina Management.

### 19. Damage to Facilities and Vessels

- 19.1** Any damage caused to works and facilities or vessels in the marina shall be borne by the individuals responsible, notwithstanding any legal action that may be brought by that individual.

- 19.2** In such cases, the Marina Manager shall carry out an initial appraisal of the approximate sum of the repairs for the damage caused and where the damage is appraised at AED 5,000 (United Arab Emirates Dirhams five thousand) or less the party that caused the damage shall be obliged to deposit such sum into the cash deposit box of the Marina Management on the day notification is given to him/her or on the next business day.
- 19.3** In the event that the initial appraisal sum is in excess of AED 5,000 (United Arab Emirates Dirhams five thousand) a technical expert will be called in to assess the damage and the party that caused the damage will deposit a security amount as advised by the Marina Management or arrange the issuance of a suitable bank guarantee in the favour of the Marina Management.
- 19.4** Following the completion of repairs for the damages, the Marina Management shall draw up a detailed account of the expense incurred to be issued to the interested party for settlement.
- 19.5** The Marina Manager may exercise all actions applicable with the competent authorities for all subsequent liabilities to be settled.

**20. Owner's Risk**

- 20.1** The presence of Vessels, goods, vehicles and all kinds of objects within the service area shall be the responsibility of the owner and shall be left in the service area at the owner's risk, even for an extended period.
- 20.2** Neither the Marina Management nor its employees shall be liable for damages or losses caused to Vessels, vehicles, goods and other elements within the marina in the event of storms, fires, floods, riots, robberies, lightning strikes and any other risks deemed to be unforeseeable.

**21. Liability for Faults or Failures**

Marina Users shall be liable for faults or failures caused to facilities and supply elements owned by them and third parties because of defects to their Vessels or poor manoeuvres thereof.

**22. Third-Party Liability**

- 22.1** Vessel owners shall in all cases bear liability for breaches or charges/penalties taken on or liabilities established against themselves.
- 22.2** In any event, vessel owners shall have adequate reserves proportionate to the sum of services provided to them and failures caused to property owned by third parties.

**23. Liability on the part of individuals unrelated to the Marina**

Companies and professionals authorized in line with Article 12 shall be liable for all damage they cause and those caused by their employees or property.

**24. Liability**

Marina Users shall be liable to the Marina Management for debts taken on with the Marina Management and for damage caused by their belongings or by third parties of any category (users, patrons, crew members, drivers, employees, lessees, etc.) who uses the vessels, marina berths, vehicles, establishments, dry docks or any other property owned by them.

**25. Obligation of the Marina Management to Provide Information and Process Complaints**

The Marina Management is required to inform the owning entity of any incidents arising in relation to the protection and preservation of property and service provisions. Complaints shall be lodged as submitted by third parties and shall be duly processed.

**26. Procedure for The Enforcement and Establishment of Liability on The Part of The Marina Management**

Third parties and Marina Users who suffer damage to their property or interests, owing to the operation of the public marina service, attributable directly to the Marina Management shall lodge their claim with the Marina Management, and if not acknowledged within a period of thirty (30) calendar days, the injured party may exercise all available legal action.

**27. Notifications**

- 27.1** Notifications shall be made to the address which shall be provided by the Marina User.
- 27.2** Changes of address shall only be recorded if they are notified in writing with acknowledgment of receipt from the Marina Management.

**27.3** If an interested party disappears or cannot be located, the notification shall have all pertinent effects when published for a period of fifteen (15) calendar days on the notice board of the marina offices.

## Part Two- Lease of Berths

### Chapter One- Terms for Leasing a Marina Berth

#### 28. Exclusivity of The Operations

**28.1** The Marina Management is the exclusive operator, with full rights and duties, of the marina.

**28.2** Marina Users may not intervene under any circumstances in the management of the marina. This task is reserved solely for the Marina Management.

#### 29. Regulation of Ownership

**29.1** All rights and obligations inherent to the ownership of a lease of a marina berth or services shall be regulated by the agreement made between the Marina Management and the marina berth owner, by this Regulation or by those issued in future by the Marina Management.

**29.2** The performance of any commercial activity on vessels other than rental or charters within the marina shall require express authorization in advance from the Marina Management.

#### 30. Lease of Marina Berth

**30.1** The Marina Management may lease the use and enjoyment of marina berths not reserved for public use subject to rates for individuals or legal entities.

**30.2** A berthing lease for the use and enjoyment of a marina berth shall grant the marina berth owner a right of use over that marina berth. However, if that marina berth is not being used by an authorized Vessel for more than twenty-four (24) hours, the Marina Management may be entitled to authorize use of that marina berth by any other vessel, provided the Marina Management ensures the other vessel will vacate the designated marina berth whenever the authorized vessel needs to gain access to it in line with the provisions of the berthing lease.

#### 31. Requirements of The Agreement Between the Marina Management and the Marina Berth Owner Relating to A Specific Marina Berth

In relation to a berthing lease, it will be necessary to state the marina berth over which right of use is granted, the purpose, the duration for which it is granted, a description of the obligations and rights of the parties taking on the right of use and a statement confirming that the marina berth owner submits to the stipulations of this regulation.

#### 32. Sub-Leasing Between Private Parties

There will be no sub-leasing allowed within the Marina, unless the prior written consent is obtained from the Marina Management.

#### 33. Publicity

No publicity or advertising elements of any kind may be set up for any reason whenever they are or may be visible within the Marina without prior permission in writing being granted by the Marina Management. The use of any area of the marina for promotional purposes will need express authorization from the Marina Management.

#### 34. Transfer of Vessel Ownership

**34.1** When a vessel owner transfers ownership of its vessel to another party, this transfer must immediately be brought to the attention of the Marina Management for the purposes of transferring liability to the new owner.

**34.2** If a transfer of a vessel's ownership does occur, and said vessel still has a valid contract for a marina berth, the Marina Management will not be able to assure the new vessel owner of being on the top of the waiting list.

## Chapter Two - Termination of A Berthing Lease

### 35. Reasons for Termination

35.1 Subject to Article 36 the Marina Management may terminate the berthing lease for any of the following reasons:

- (a) Non-payment of any sums under the berthing lease;
- (b) Repeated non-compliance with obligations set out in the berthing lease agreement and/or those arising from this regulation; and
- (c) The Marina Management requiring modifications or upgrades to any marina berth.

### 36. Effects

36.1 In the instances set out in Article 35, the Marina Management shall notify the marina berth owner in writing and request that the marina berth owner remedies the non-compliance within twenty (20) calendar days following notification, other than in instances of non-compliance in relation to payment provisions where the marina berth owner will be obliged to remedy the non-compliance within ten (10) calendar days following notification. If the marina berth owner fails to remedy the non-compliance within twenty (20) calendar days, the berthing Lease may be deemed terminated without further notice and the Marina Management may retain all sums paid under the berthing lease. If the marina berth under the berthing lease is occupied, the Marina Management may order that the vessel be transferred to another marina berth, whereby the marina berth owner shall bear the expenses and shall be required to pay the lease applicable to the new marina berth in line with current rates.

36.2 In the event of termination owing to lack of payment of part of the price of the berthing lease agreement, the parties shall proceed as set out in the berthing lease.

36.3 Under any of the above circumstances, once the requisition has been made with the twenty (20) or ten (10) calendar day period having elapsed as set out in Article 36.1, whether the Marina Management opts to terminate the berthing lease or judicially enforce compliance with the obligation, it shall be permitted to suspend the service agreed pursuant to Articles 43 and 44 of this regulation.

36.4 Termination of the berthing lease shall require the marina berth owner to vacate the marina berth, paying for any damage caused.

36.5 Notice issued to the address designated by the marina berth owner, notice via email and the publication of the requisition on the marina notice board for a period of ten (10) calendar days shall be valid for the purposes of notification.

## Part Three - Use of Marina Facilities

### Chapter One - General Rules

#### 37. Use of Facilities

Use and enjoyment of the marina and services provided in the marina shall be regulated by this regulation, stipulations issued by the Marina Management and those set out in any agreements between the Marina Management and Marina Users.

#### 38. Accesses, Roadways, Promenades and Other Free, Public Elements of Enjoyment

These shall be used in line with the provisions of Article 3 of this regulation, with the limits in terms of use set out in Article 5 and those imposed by the Marina Management.

#### 39. Restricted Access or Use

Access to the marina facilities is restricted for visitors unless they are accompanied by Marina Users or staff of the marina.

#### 40. Liability of users and visitors

40.1 All third party visitors need to report to the Marina Office and will need to provide valid documentation for the purpose of their visit.

40.2 Contractors seeking to perform a task onboard a vessel within the marina need to provide the correct documentation for the task being performed and fill in the relevant documentation that the Marina Management may reasonably require.

**40.3** Visitors are admitted to the Marina under their own responsibility. The Marina Management shall bear no liability whatsoever owing to accidents suffered by visitors.

**40.4** Marina Users shall also be directly and personally liable for breaches committed owing to abuse of the Marina Public Domain.

#### 41. Marina Facilities in General

**41.1** Use of marina facilities by Marina Users or visitors shall always be in line with the rules generally regulating the use of the Marina Public Domain and those set out in this regulation.

**41.2** Marina berth owners are required to pay the proportion of property tax, charges and any other taxes (including but not limited to VAT) with all increases envisaged in the law, along with all preservation and maintenance instalments and other amounts enforceable to Part Five of this Regulation. The provision of services shall incur the rates set yearly by the Marina Management as well as the fees established by the owning entity.

#### 42. Location for Activities

**42.1** Ancillary vessels, motors, rigging components, victualling supplies and others intended for or stemming from the vessels in the marina may not be grounded for longer than authorized in each case and must be located in the areas specifically designated by the Marina Management. The mooring of vessels, parking of vehicles and the setting down of accessories, trailers and other ancillary components shall only be carried out in the areas designated for each specific task, and payment of the rates approved by the Marina Management shall be made.

**42.2** Anchoring of vessels shall not be allowed in the marina without express authorization from the Marina Management.

**42.3** Individuals or companies carrying out a professional or work-related activity within the Marina must certify beforehand that they are qualified for their intended task, that their operators have their papers in order in terms of employment regulations and that they have taken out relevant insurance, as well as cover for damages caused to the marina and other users. These contractors need to report to the Marina Office and fill in the documentation that the Marina Management may reasonably require.

**42.4** Failure to do so will enable the Marina Management to order the immediate cessation of the activity.

**42.5** When it comes to occupational hazard and environmental legislation, the Marina User that ordered the work to be undertaken will be deemed liable.

#### 43. Interruption of Services

**43.1** Notwithstanding the authority to terminate the Berthing Lease pertaining to the Marina Management set out in Article 35, with the procedures and effects envisaged in the following Article of this Regulation, the Marina Manager may resolve to interrupt the provision of a service in any of the following circumstances:

- (a)** Non-compliance with the limitations set out in Article 5 of this Regulation;
- (b)** Lack of payment of sums for settling damages caused to the Marina Management;
- (c)** Instances where the Marina Users makes use of marina berths, car parks or any other facilities in a manner or for purposes running counter to those established in this regulation or berthing lease, following written notice from the Marina Management;
- (d)** Negligence from the Marina User when it comes to preservation of the Vessel or facilities, in general;
- (e)** Failure to make prompt payment, in line with this regulation;
- (f)** Failure to comply with the rules for use of marina facilities; and
- (g)** Failure to comply with the provisions of this regulation and those set out in any relevant agreement.

#### 44. Procedures and Effects of Interruption

**44.1** Considering application of the limitations set out in Article 5 of this regulation, the Marina Manager shall issue the Marina User with notice in writing specifying which rights shall be suspended, the interruption period proposed or, if undetermined (i.e., to enable works of unknown duration to be carried out), the date the interruption will start; and the reason for the interruption.

**44.2** The notification shall be processed with reasonable forewarning and, in any event (unless faced with an emergency), it shall be at least twenty-four (24) hours prior to the start of the planned interruption.

**44.3** In an emergency, when the Marina Management deems it is unfeasible to issue forewarning in writing, it shall be empowered to suspend rights immediately without the need for notification in writing.

**44.4** The Marina Management shall endeavor reasonably to minimize the impact and duration of any interruption, consulting with the Marina User as reasonably feasible with regard to the interruption proposed, analyzing any statements made by the Marina User.

**44.5** Likewise, the Marina Management shall reinstate all rights suspended as soon as is reasonably feasible.

**44.6** Whenever any interruption period is undetermined at the start thereof, the affected Marina User shall be regularly informed in writing as to the expected date for termination of the interruption and the progress of any work or activities which gave rise to the interruption, in any event giving written notice of the reinstatement of services and the end of the interruption without undue delay.

**44.7** In all other instances envisaged in the foregoing Article, the Marina Manager shall issue written notice setting out the following:

- (a) The extent of the interruption of such rights;
- (b) The remedial measures needed to reinstate the rights;
- (c) The period within which the remedial measures will be carried out, whereby said period;
- (i) Shall in the event of non-payment of a sum payable be no more than ten (10) calendar days;
- (ii) Shall in the event of any other non-compliance be no more than twenty (20) calendar days.

**44.8** The written notification must also expressly state that if the remedial measures are not adopted within the specific period mentioned in the notification, the Marina Management will be entitled to terminate any Berthing Lease.

#### 45. Navigation and Maximum Speed in the Marina

Navigating within the Marina is restricted to the entry and departure of vessels, changes of moorings or transfers to dry docks and shall not exceed the maximum speed of three (3) knots.

#### 46. Bans

**46.1** The following activities are prohibited throughout the Marina, unless the prior written consent from the Marina Management is obtained:

- (a) Lighting fires or bonfires, including barbecues or using naked flame lamps. Any operations involving a flammable substance or a naked flame need to be directly and immediately informed to and approved by the Marina Management;
- (b) Fishing within the Marina;
- (c) Carrying out water sports, using jet skis, bathing or swimming;
- (d) Throwing out refuse, rubble, wastewater, paper, peelings, shells and materials of all types, whether they are pollutant, on the ground or in the water, away from the Waste Areas. Refuse shall be disposed of in the bins provided in sealed bags. The Waste Area may only be used for throwing out oil and other wastewater, oil filters and other waste in line with the provisions of the Marina Management's environmental plan;
- (e) Failure to comply with this Article 46, especially affecting the hygiene and sanitation of the Marina, will enable the Marina Management to file a complaint with the competent authority. Repeated failure to comply will enable the Marina Management to refuse access to the perpetrating party;
- (f) Using PA systems, loudspeakers and music players by private parties if the sound invades part of the marina area;
- (g) Holding meetings, gatherings or celebrations requiring special use of the Service Areas;
- (h) Fueling procedures and bunkering services are strictly prohibited in the Marina;
- (i) Carrying out any work on or amendment of any Marina facility in the Marina; and
- (j) Connecting to the electricity and water supplies in the absence of a member of staff of the Marina. In any event, the Vessel must bear the protective elements needed to avoid a risk of fire and protect its equipment.

#### 47. Abandoned Vessels, Vehicles and Objects

**47.1** Vessels that remain more than three (3) continuous months moored at the same Marina Berth with no apparent activity visible from outside without having paid the instalments or rates will be deemed as abandoned.

**47.2** The Marina Manager shall provide the Owner Entity with written notification of the abandonment so that the Marina Manager may consequently draw up the relevant proceedings.

**47.3** Having processed the notification referred to above, the Marina Management will be empowered to remove the Vessel and place it in a location deemed suitable to enable the activities of the Marina to run smoothly.

**47.4** Trailers, ancillary Vessels and any other object aside from those mentioned that remain within the facilities for more than three (3) continuous months without payment of the requisite rates or instalments will be

deemed as abandoned.

- 47.5** The Marina Manager shall notify the Marina User in question of this situation requesting justification for the presence of the Vessel, trailer or other object in the Marina and if the identity of the Marina User is not known an announcement will be placed in two widely distributed regional newspapers of Dubai, one in English and one in Arabic, warning that if the objects are not removed they will be put up for auction. This step will be notified to the Owning Entity.
- 47.6** Once fifteen (15) calendar days have elapsed since the publication of the aforementioned announcement, a notary sale by auction will take place over the Vessel, trailer or abandoned object, whereby the sums obtained will be used to cancel credit certified by the Marina Management and any excess, if applicable, will be paid into the UAE Courts.
- 47.7** If no sale is made in the auction, following notice to the Owning Entity, the Vessel will be broken down for scrap.

#### 48. Pets

Domestic pets may be allowed to enter and remain in the Marina whenever they are appropriately accompanied by their owners, provided applicable regulations are abided by. To avoid the gathering of animals, it is not allowed to feed cats, dogs, birds or other stray animals in the Marina.

### Chapter Two – Moorings - Section 1 - Common Rules for All Moorings

#### 49. Marina Berth Categories

- 49.1** Marina Berths are divided into two categories: those for a Vessel of a visitor and those for a Marina Berth Owner.
- 49.2** Vessels may only be moored at a suitable Marina Berth in line with their size, including guards. In the case of docks, Vessels may be tied to bollards in a suitable way as to avoid damages to facilities and other Vessels, using any guards as necessary.
- 49.3** Ownership of a Marina Berth does not entitle the Marina Berth Owner to carry out commercial activities. Any such commercial activity on Vessels other than rental or charter carried out in the Marina will need express authorisation in advance from the Marina Management.

#### 50. Preservation and Security of Vessels

- 50.1** It is incumbent on the Vessel Owner to provide himself with the equipment for mooring to the dock or wharf, as the Marina Management only offers metal parts for affixing the mooring (bollards or cleats). Stays for mooring shall be the responsibility of the Vessel Owner.
- 50.2** All Vessels moored in the Marina shall be kept in an excellent state of preservation, presentation, floatability and security.
- 50.3** If the Marina Management notices that any Vessel does not comply with these conditions, it will notify the Vessel Owner giving them a period of twenty (20) calendar days to rectify any shortcomings or remove the Vessel from the Marina.
- 50.4** Once such period has elapsed and if no repairs have been carried out or if there is a danger of the Vessel sinking or causing damage to other Vessels or Marina facilities, the Marina Management may deem it necessary to take steps to avoid any damages, billing the Vessel Owner for any related costs.
- 50.5** The Marina Management may also in this case be authorised to remove the Vessel, dry dock it and leave it on land without warning. In any event, the cost of removing the Vessel from the sea, refloating it and/or cleaning scales or any other work to be carried out because of its actions shall be borne by the Vessel Owner, whereby the cost may be enforced upon him pursuant to this Regulation.

#### 51. Change of Moorings of Vessels

- 51.1** The Marina Management shall be empowered to relocate Vessels if necessary, for the smooth operation of the Marina or for any sporting or commercial events (such as boat shows) provided it justifies its action. To this end, it shall issue the crew of the Vessel with the directions to that effect.
- 51.2** If it is not possible to locate the crew of the Vessel, and if the situation dictates, the Marina Management may use its agents to directly carry out the relocation. A change of mooring will not give rise to any right to compensation.

## 52. Presence of Crews

**52.1** All vessels in the Marina must have a person in charge who can be located. If Vessels are left without crew on board, the Vessel Owner shall notify the Marina Management as to the person in charge of the Vessel and his/her whereabouts or empower the Marina Management to represent him in light of any inspection activity that needs to be carried out on the Vessel by the competent authority. Vessels larger than or equal to twenty-five (25) meters in length shall in the interests of security always have a person in charge on board or within the Marina.

**52.2** Exceptionally, and following a justified request, the Marina Management may expressly authorize residence aboard Vessels, whereby this shall relate to any stay entailing the use of Vessels to eat and sleep for a period of more than seventy-two (72) hours continuously within a seven (7) calendar day term.

**52.3** All individuals not specifically authorized to live aboard the Vessel may not do so and it will in such cases be deemed that they are expressly breaching their contractual obligations, which may give rise to the termination of the respective agreement, whereby the breaching party shall be required to leave the Marina.

## 53. Other Bans

**53.1** In addition to the bans generally established in Article 46 of this Regulation, Marina Users are forbidden from:

- (a)** Keeping flammable, explosive or hazardous materials aboard the Vessels, with the exceptions of regulatory signal rockets or flares, fuel reserves and the gas tanks needed for on board supply;
- (b)** Carrying out work or activities aboard the Vessel which are or may be disturbing or dangerous to other Marina Users. Work or activities must be interrupted following a justified request from the Marina Management or it must be adapted to the times indicated by the Marina Management;
- (c)** Keeping the engines and generators running for an extended period of time while the Vessel is moored to a dock or wharf. If this is required, Marina Management needs to be informed accordingly;
- (d)** Using anchors or buoys within the Marina, unless in an emergency or if prior authorization has been granted by the Marina Management;
- (e)** Connecting to the electricity and water supplies using means other than those established by the Marina Management. Should they remain connected in the absence of the crew, the Vessel shall bear the protective elements needed to avoid a risk of fire and protect its equipment. The Marina Management shall not be liable for failures caused by a sudden surge in the event of a storm or any other environmental event;
- (f)** Navigating within the Marina without a previous consent and affirmation to enter by the Marina Management;
- (g)** Using autonomous electricity generators without prior authorization from the Marina Management;
- (h)** Cleaning using hoses without a trigger gun diffuser or a closure system to avoid spilling water during periods when they are not used. For cleaning, only minimum quantities of biodegradable soap may be used;
- (i)** Leaving the ancillary Vessel afloat except when it is used for carrying out maintenance tasks on the Vessel;
- (j)** Using the Vessel as a dwelling (use of a Vessel to eat and sleep for a period of more than seventy-two (72) hours continuously within a seven (7) calendar day term) without express authorization from the Marina Management. In this case, the Marina Management may demand an additional fee to the rates established. To request this authorization the Vessel shall be equipped with the respective wastewater tanks with sufficient capacity to meet the needs aboard the Vessel;
- (k)** In the absence of the crew, it is strictly forbidden to keep the engines running. To stay connected to the ground electric supply for charging batteries, the Vessel shall be equipped with a security system interrupting supply in the event of a fault;
- (l)** To reduce the electromagnetic impact, it is forbidden to switch on the radar equipment in the Marina, except for tests, repairs or maneuvers; and
- (m)** With the exception of the boarding bridge, it is forbidden to leave on the surface of the dock or wharf any element, object or other provisional item such as bicycles, washing machines, toolboxes or paints, satellite dishes, pets, etc., unless they are placed in their dedicated sections. These elements may be removed by the Marina Management without notice to the Vessel Owner.

## 54. Obligations of Marina Berth Users

**54.1** All Marina Berth Users shall, in addition to the general obligations established in this Regulation, be required to:

- (a) Obey any order or indication of the Marina Management;
- (b) Respect all public or private use facilities;
- (c) Be liable along with the Marina Berth Owner and the Vessel Owner for any failures caused, whereby said parties shall bear the cost of the operations that must be carried out thus and all compensation applicable;
- (d) Adhere diligently to use of the Marina Berth and other facilities, keeping it in an excellent state of preservation for perfect use;
- (e) Pay the prices, rates, taxes and instalments in line with the provisions of this Regulation and the respective agreement;
- (f) Be liable along with the Vessel Owner for the payment of the prices mentioned, the instalments and rates for the Vessel and the use of the Marina Berth;
- (g) Effect all relevant insurance required by relevant legislation. Vessels in the Marina must take out third-party liability insurance to cover damage caused to other Vessels or the Marina facilities, as well as the costs for removing any remains in the event of a claim. The Marina Berth Owner shall be directly and exclusively liable for any damages caused to third parties or objects thus, either directly or indirectly, of the Vessel, whereby the Marina Management shall be held free from all liability, including damages stemming from service and supply facilities;
- (h) Notify the Marina Management as to the departure of their Vessel when its planned absence is for periods of more than twenty-four (24) hours so that the Marina Management may use the Marina Berth for visiting Vessels;
- (i) Allow inspection and access to the Marina Berth to assess the facilities and general services for tax purposes;
- (j) Adhere to, comply with and ensure compliance with the rules set out in this Regulation and any passed in future by the Marina Management, as well as those issued by the pertinent bodies;
- (k) Provide the Vessel with suitable guards and all pertinent mooring, security and hygiene elements as required by the Marina Management;
- (l) Maintain in excellent state of preservation and cleanliness the area around the Vessel, complying with all current legislation on environmental pollution;
- (m) Comply with and ensure compliance by all other people using the Marina Berth or any of the facilities of the Marina with this Regulation;
- (n) Issue written notice to the offices of the Marina Management at their offices located in the Marina as to the individuals who are entitled to use the Marina Berth and access the Vessel located therein;
- (o) Allow the Marina Management and the individuals designated by the latter access to the Marina Berth facilities at all times to observe its preservation, condition and compliance with provisions in terms of security at the Marina Berth and by the Vessel moored to it;
- (p) Notify the Marina Management as to the characteristics and identifying data of the Vessel that will occupy the Marina Berth, filling in the relevant form provided by the Marina Management;
- (q) In order to not incur a surcharge, pay the Marina Management for all instalments, fees, taxes and rates established at any time for use of the Marina, as well as payment of the outlays of expenses for costs needed for management and administration, preservation and maintenance of the facilities of the Marina and Marina Berths, even when they are not used or no Vessel is moored;
- (r) Comply with local bylaws and rules approved by the competent authority in relation to opening and closing times of establishments, and prevention of noise and light pollution, as well as the regulations established to ensure public order and security in the pertinent establishments;
- (s) Allow staff appointed by the Marina Management and Marina Management staff to access and inspect occupied areas including those for private use;
- (t) To comply with all tax-related obligations resulting from this Regulation, holding the Marina Management free from all liability in this regard, including payment of any fees, charges, levies or taxes of any kind accruing owing to the integration of property;
- (u) Vessels with a metal hull shall control the ground uptake voltage of the electric connection to suitably protect themselves from corrosion owing to electrolysis;
- (v) To comply at all time with marina and maritime security rules approved by the competent authority, carrying out to this end the actions needed to adapt to the respective rules in the periods set by the administration or, if applicable, as indicated by the Marina Management;
- (w) Not place hindrances for the staff of the Marina Management from accessing the deck of their Vessels to conduct tasks to assist other Vessels, to maintain or verify mooring systems, strengthen mooring cables or check guards, awnings or sails;
- (x) Vessels with a wide stern moored by the stern to the dock should use crossed springs to reduce the risk of damages to vessels on either side and the ground facilities;

- (y) Moor ancillary vessels and gangways hanging from davits at a suitable distance from the dock and draw them in to prevent them from coming into contact with the dock or facilities, supply outlets or bins, both at low tide and during adverse wind and wave conditions that may bring the Vessel closer to the dock;
- (z) Protect Marina Berths and anchoring lines from rubbing and friction at catnips especially during prolonged mooring periods; and
- (aa) To use a minimum of three (3) guards per side in good operating conditions with a suitable size for protection to avoid causing damages to Vessels on either side.

#### 55. Assistance for Manoeuvres

The Vessel Owner may not refuse to take or tie ropes or lines from other Vessels in order to facilitate their manoeuvres or avoid accidents or failures.

#### 56. Interruption of Mooring Services

Aside from the causes laid down in this Regulation, the Marina Management may interrupt the docking assistance at any time.

#### 57. Emergency Scenarios

In the event of a fire, storm or other emergency such as a disaster either on land or in water, all crews, Vessel Owners and Vehicle Owners shall adopt the necessary precautionary measures, adhering to the instructions received by the Marina Management and acting in accordance with the health and safety plan dedicated to the Marina Management.

### Chapter Two – Moorings - Section 2 – The Rights for A Vessel Leasing A Berth

#### 58. Rights for A Vessel Leasing A Berth

58.1 A Marina Berth Owner shall have the following rights:

- (a) To embark and disembark staff, as well as materials, tools and objects needed for navigating;
- (b) To connect to the general electricity and water supplies exclusively provided by the Marina Management using the elements approved by the Marina Management and paying the required rates;
- (c) To use other Marina facilities in line with the provisions of this Regulation and rules approved by the Marina Management, paying the required fees and rates; and
- (d) The breach of the provisions of this Article or the exercise of the pre-emptive right of use other than as authorised shall empower the Marina Management to interrupt the Berthing Lease.

### Chapter Two – Moorings - Section 3 – Mooring for Visitor Vessels

#### 59. Application for Services

- 59.1 Use of the Marina by visiting Vessels shall be requested through any of the means established by the Marina Management giving an indication of the services to be used. The application for services shall be made as follows:
  - (a) The Vessel Owner shall provisionally moor his Vessel in the waiting dock or wherever directed;
  - (b) The Vessel Owner shall immediately appear in the offices of the Marina;
  - (c) The Vessel Owner will identify himself and request the service provision, recording the characteristics of his Vessel, the duration of the stopover and the details required. The Vessel Owner shall be informed of the statutory rules, existing rates and the duration of the stopover that can be accepted, and the Vessel Owner will sign the respective application file that will be binding for both parties;
  - (d) The Marina Manager or his representatives, may call for payment of a deposit equivalent to the cost of the services requested which must be settled prior to occupying the Marina Berth indicated or using the service required;
  - (e) Moreover, the Marina Manager or his representatives, may prior to authorizing the mooring or at any point during the stay at the Marina inspect the state of the Vessel and, in particular, all aspects relating to environmental prevention measures as set out in this Regulation. They may refuse or interrupt the service provision, requiring the Vessel Owner and the Vessel to immediately leave the Marina if it does not meet the provisions and regulations applicable;

- (f) For overnight arrivals and those outside office hours, the duty officer may call on the captain of the Vessel to hand him the log book for the Vessel or any other guarantee which shall be returned the following day in the Marina offices as stated in the Marina Management's Safe Operating Procedures document;
- (g) Prior to departure, the Vessel Owner must notify the Harbour Master or the Marina office about his departure time, which must be prior to twelve (12) midday and he must make payment for all services received.

**59.2** If the Vessel Owner is not authorised to stay in the Marina or does not meet the conditions set in the authorisation granted, the Vessel Owner shall leave the Marina.

**59.3** All Vessels staying in the Marina, even those whose access has not been authorised, may not leave the Marina without paying the rates applicable to services used during their stay in full.

**59.4** Failure to fully pay the sum of the rates stated shall empower the Marina Management to immediately withhold the Vessel and interrupt the services by exercising the actions laid down in articles 43 and 44 of this Regulation, applying private law and applying, if applicable, international agreements on the arrest of Vessels. The Marina Management may request the assistance of law enforcement agencies.

#### 60. Service Provision Refusal

**60.1** The Marina Management may refuse to grant access or deny a service in the following cases:

- (a) When the Vessel Owner requesting the service does not agree to sign the service application;
- (b) When the Vessel does not meet the regulatory security conditions per the criteria of the Marina Management;
- (c) When the Vessel Owner requesting the service does not certify that it has taken out liability insurance to cover any damage caused to other Vessels or the Marina facilities, the removal of remains, with the coverage generally established by the Marina Management for Vessels of the respective category;
- (d) When the Vessel does not have the respective seaworthiness certificate or similar document attesting to its suitable condition; and
- (e) When it can be verified through any means that the Vessel Owner has failed to pay the sums for the services provided previously in any other marina. This applies to charter operations, restaurant operations and any other commercial means operated within the Marina facilities.

### Chapter Three - Access, Stay and Car Park for Vehicles in The Service Area of The Marina

#### 61. Access

**61.1** Access, movement and parking of vehicles shall be made in the Access Areas subject to payment of the required rate, shown on the payment cards issued by the Marina Management to authorized Marina Users.

**61.2** The rates for these services shall be specified at the entrance to the Marina and on the notice board of the Marina Office.

**61.3** Vehicles shall comply at all time with the rules set out in legislation concerning traffic management and additional provisions, and under no circumstances may they exceed 20 km/h.

**61.4** The Marina Management is empowered to deny access to vehicles which, owing to their condition or characteristics, may pose a danger to the Marina and surroundings, and the same applies to any other vehicles that could be used for residential purposes, such as caravans and camper vans, etc.

**61.5** Unless approved by the Marina Management beforehand, any vehicle transporting fuel or explosive or hazardous materials is forbidden.

**61.6** Owing to the limited space for vehicles, the Marina Management reserves the right to indefinitely interrupt the authorisation of access for a vehicle, paying the proportional part of the amount already invoiced for this concept.

**61.7** Access cards are personal, individual and non-transferrable. Under no circumstances may they be assigned, sold or leased to third parties. Improper use of said cards shall entail their immediate cancellation.

**61.8** The Marina Management shall not be liable for damage caused to vehicles parked in the Access Area for any reason. It shall also be held free from any, and all liability in relation to the contents found inside vehicles, trailers or other accessories of any kind.

**61.9** Vehicles and individuals gaining access to the Marina shall always comply with the provisions of this Regulation.

**61.10** The ownership of a Berthing Lease does not entail any right to access the Marina premises with a vehicle. The Marina Management shall be responsible for issuing regular access passes, following payment of the respective rate.

**62. Stay**

- 62.1** The Marina Management has a designated loading and unloading area for private vehicles.
- 62.2** The Marina Management does not accept vehicles within the premises of the Marina by way of deposit and, following payment of the respective rate, only authorizes occupation of a specific space in the areas designated for loading and unloading.
- 62.3** The Marina Management shall not be liable for damage to or theft of the vehicles parked, or the contents found inside them.
- 62.4** The maximum stay period for vehicles in the Marina shall be set in each specific case by the Marina Management, whereby forty-eight (48) hours shall be set as default. Special authorization from the Marina Management shall be required for vehicles to remain in the dock overnight between midnight and seven (7) am, under the responsibility of the applicant.

**63. Movement and Parking of Vehicles**

- 63.1** It is forbidden to use vehicles outside of the Access Areas. The transportation of effects or supplies may be made using carts especially intended for this purpose.
- 63.2** It is forbidden to repair vehicles or clean vehicles in the Access Area.

**64. Removal of Vehicles**

- 64.1** The Marina Management is empowered to remove vehicles parked outside of the Access Area if they hinder movement within the Marina and in cases where the location of a vehicle hinders maritime assistance tasks for Vessels or causes obstruction to the usual operation of the Marina.
- 64.2** If a vehicle is removed, it will be deposited in an area designated for this purpose within the Marina. The Vehicle Owner must pay the amount for the costs arising, if any, in advance to recover the vehicle.

#### Part Four - The Environment

**65. Waste Management - General Rules**

- 65.1** The Marina Management is registered with Dubai Municipality as a small producer of waste on account of the waste generated by the maintenance of its own Vessels, vehicles and facilities. It also holds and stores waste generated by other small producers such as the users of Vessels and commercial establishments, who shall be responsible for the management of said waste.
- 65.2** The Marina Management shall set out the environmental waste management procedure describing the types of waste and the methodology employed when it comes to the collection, handling, storage, labelling and management of urban, special or hazardous waste generated in the facilities of the Marina Management.
- 65.3** It is strictly forbidden to deposit any specific property in the communal areas of the docks and wharfs without authorization from the Marina Management. Any property found on regular rounds made by the staff of the Marina Management shall be automatically removed and the owner or person responsible shall bear the costs arising, if any.

**66. Waste Stemming from Regular Use of Vessels**

- 66.1** Solid waste similar to household or organic waste or paper, cardboard, glass, clean packages and plastic may be separately deposited in the specific bins set up in Waste Areas.
- 66.2** Wastewater stored aboard in the respective tank shall be discharged at the facilities of the Marina Management by means of the wastewater suction unit, which discharges it into the general sanitation network of the inner harbour, or by means of another system approved by the Marina Management ensuring the wastewater is drawn without any possible discharges into the sea or onto land, likewise assuring suitable management of storage and discharge at the destination.
- 66.3** The Marina Management may order the sealing off of discharges into the sea for toilet facilities on Vessels without wastewater tanks. This action will bring about expenses subject to rates. Failure to comply with this rule, or rejection of an inspection of the condition of the sealing or the Vessel, shall be considered a major incident, entitling the Marina Management to revoke berthing rights.
- 66.4** Bilge water, used engine oils and/or hydrocarbon residues shall be extracted by means of the bilge water suction and treatment unit or by means of another system approved by the Management ensuring the outflow is drawn without any possible discharge into the sea or onto land, likewise assuring suitable management of storage and discharge at the destination. Vessels with an automatic extraction pump shall be equipped with a hydrocarbon filter ensuring the purity of the water discharged.

**66.5** In relation to the International Convention for the Prevention of Pollution from Ships, 1973 as modified by the Protocol of 1978, Annexes I and IV, following a request from the owner, an annual certificate will be given wherein the deliveries made throughout the year of these types of waste shall be recorded, including the following data: date of latest waste delivery, amount in litres, other deliveries made throughout the year, bearing the stamp and signature of the Marina Management or the receiving entity.

**66.6** The waste management system has been designed for private users of the Marina in terms of size. The generation of waste stemming from industrial activity or large vessels will need to be worked out on a case by case basis, whereby the respective service rates and costs shall apply, per the indications of the captain or director of operations.

#### **67. Waste Stemming from Maintenance and Repairs on Vessels**

**67.1** Hazardous waste stemming from maintenance and repairs usually carried out on Vessels shall be deposited in the Waste Areas, pursuant to the regulation established to this end.

**67.2** This waste includes:

- (a)** Polluted plastic packages;
- (b)** Polluted metal packages;
- (c)** Absorbents and cloths;
- (d)** Used oil;
- (e)** Oil filters;
- (f)** Firework material on vessels;
- (g)** Empty aerosols;
- (h)** Lead batteries;
- (i)** Alkaline and saline batteries;
- (j)** Hydrocarbon waste;
- (k)** Others (request information).

**67.3** Due to its hazardous and highly pollutant nature, it is strictly forbidden to deposit this type of waste in areas other than the Waste Areas, especially next to the Vessel or any container.

**67.4** Other non-hazardous bulky waste, as well as timber or scrap, may be deposited in the specific containers also located in the Waste Areas, after inquiring with the Marina staff who shall give the pertinent indications and inform about the cost, if any.

#### **68. Waste Generated from The Activity of Commercial Vessels**

**68.1** Marina Users and visitors shall manage the waste generated by their activity per applicable regulations. The Marina Management shall provide specific containers for depositing waste similar to household or organic waste or paper, cardboard, glass, clean packages and plastic.

**68.2** To deposit non-hazardous bulky waste, as well as office furniture, scrap, electrical appliances, packages and others, users should inquire with the Marina staff, who shall inform about the cost, if any.

#### **69. Waste Generated from Construction or Refurbishments in Establishments**

The placement of the containers outside establishments or in the facilities of the Marina in the case of refurbishments shall require express authorisation from the Marina Management and they shall not remain in said location longer than strictly necessary.

#### **70. Dust Emissions**

The use of any tool to scrap, scrape or cut shall be authorised by the Marina Management and only tools with a suction system preventing dust emissions from being released, shall be permitted.

#### **71. Management of Resources**

In order to reduce unnecessary consumption of water, hoses must be equipped with a trigger gun nozzle connected to the water supply points in the Marina Berths.

## 72. Sound and Light Pollution

- 72.1 Sound pollution will be considered the emission of sounds exceeding fifty (50) decibels, measured outside the Vessel or establishment where they are produced.
- 72.2 In order to reduce this unauthorized pollution, Vessels shall not leave their engines running unless they are manoeuvring, they shall furl the halyards and limit the volume of their audio equipment.
- 72.3 Activities carried out inside the Marina shall be subject to these limitations and, in particular, music bars shall respect the rules established.
- 72.4 Light pollution will be considered the emission of light from above to other users causing glare. The installation of lighting on terraces of establishments intended for catering shall be made taking special care in order not to cause this type of unauthorized pollution.

## 73. Discharge or Spillage

- 73.1 The discharge or spillage of industrial waste, oils, bilge water and other polluting elements shall be exclusively carried out in the containers provided by the Marina Management.
- 73.2 It is forbidden to discharge water containing oils, hydrocarbons, suspended matter, plastic or any other polluting matter or product, refuse, waste, fishing remains, rubble or any other material, as well as products resulting from cleaning the bilges of Vessels.
- 73.3 The individuals or legal entities causing the discharge or spillage shall bear the costs of cleaning and repairs, as well as any possible penalties imposed in line with the offences established in applicable legal provisions at any given time.
- 73.4 The Marina Management is empowered to arrange the pertinent cleaning and repair works and charge the costs to the party responsible.
- 73.5 Environmental incidents stemming from negligence, lack of preventive measures or breach of applicable regulations shall empower the Marina Management to interrupt the activity carried out in the marina by the company, vessel or individual responsible and, in the event of a major incident or recidivism, to terminate the right of use.

## Part Five – Financial System

### Chapter One - Financial Consideration for Provision of Services

#### 74. Certification and Rates

The use of a Marina service or the mere ownership of a right of use over any Marina element or lease thereof, including cases where it is not exercised, shall accrue the respective rate for the Marina Management as well as the right to reimbursement of the general expenses borne by said party, allocation of fees, outlays and taxes.

#### 75. Rates for One-Off Services

- 75.1 The rates for one-off services, such as those applicable to visiting Vessels, towing, access and stay of vehicles, use of terraces and other Marina areas, and other similar services, shall accrue the respective rate in addition to rates for rental agreements.
- 75.2 The amount of the rates shall be approved on a yearly basis by the board of the Marina Management and they shall be duly published on the notice board at the Marina offices.

#### 76. Service Charges

The system for service charges shall be proportional to the surface area of the mooring and does not include the expenses that can be measured using meters or can be assigned directly to a specific element or host of Marina elements in line with a criterion of use.

#### 77. Claims

- 77.1 Claims or complaints concerning Marina operation services, or clarifications or queries arising from the interpretation of this Regulation, shall be made in writing and addressed to the Marina Management.
- 77.2 Each party irrevocably agrees that the courts of Dubai, the United Arab Emirates, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Regulation or its subject matter or formation.