

“MARINA DI CHIOGGIA” LEISURE PORT REGULATIONS

DEFINITIONS

- The terms **‘Marina or Leisure Port or Recreational Port’** refer to the set of privately owned areas and areas of the national maritime and territorial sea department, located in the Valli area of Chioggia, as described in greater detail and identified in the Deeds described under Article 1, which are also explicitly referred to in interpreting these Regulations;
- **‘Company’** refers to Marina di Chioggia S.R.L. with head offices in Chioggia;
- **‘Staff’** refers to all individuals, employees, co-workers, consultants or suppliers of the Company in charge of the various activities involved in managing the Leisure Port, and who are identified by uniforms or badges or nametags or other unequivocal means of identification;
- **‘Client’** refers to the individual or legal entity and its assignees, to whom the right to utilise the facilities (berth, parking space, business premises...) located in the Leisure Port have been assigned, by means of any contractual form whatsoever, or to those who intend to utilise the services in the Marina, or find themselves within the licensed area, for any purpose or reason;
- **‘vessel’ or ‘unit’** refers to the recreational boat or vessel, powered by sail and/or mechanical propulsion;
- **‘body of water’** refers to the basin protected by the Marina, including berths, channels and areas for manoeuvring and turning, as well as areas set aside for refuelling and mooring for emergency and surveillance vessels;
- **‘jetty’** refers to the structure within the Leisure Port, whether floating or fixed, used for the approach and mooring of vessels;
- **‘quay’** refers to the Marina’s fixed internal structure marking out the internal perimeter of the marina basin, used for the approach and mooring of vessels, transit of persons and vehicles, and the foundation of the jetty piles;
- **‘berth’** refers to the portion of the body of water, usually rectangular in shape, alongside a quay or jetty, used to moor a vessel;
- **‘Authorities’** refers to the Forces of Law and Order, the Harbourmaster, the Port Authorities and all the Administrative Bodies of the Italian State.

PART I – GENERAL PROVISIONS

Article 1 – Sphere of application

The Company is directly responsible for the running of the Marina, by virtue of Public Concession no. W15_001600 Ditta Marina di Chioggia S.R.L., issued by the Port Authorities of Chioggia. The provisions of these regulations apply to the water bodies and facilities as set out in the previous paragraph.

Article 2 – Object of the Regulations

These Regulations govern the use of the marina infrastructures and the provision of services in the “Marina di Chioggia” Leisure Port, located in the Valli area of the municipality of Chioggia, henceforth also referred to as “Marina” or “Leisure Port”, and applies to all Clients and users of the Marina.

The Company undertakes to fulfil all activities involved in running the Marina, whether directly or through third-parties, in full respect of the applicable regulations.

Article 3 – Respecting the Regulations

Notwithstanding the duties of the relevant Authorities, application and observance of these Regulations, as well as all other legal and/or administrative rules, are enforced and controlled within the Marina by the Company’s staff.

The Company reserves the right to check that these Regulations are being applied and respected in full at any time.

The Company also reserves the right to update, supplement and alter these Regulations – in accordance with the provisions of the abovementioned Public Concession and with the applicable regulatory provisions, subject to prior approval of the relevant Authorities – in order to ensure the safety, operativity and efficiency of the Marina.

Article 4 – Displaying the Regulations

The Company displays these Regulations on noticeboards located throughout the Marina, as well as by any other appropriate means.

All those accessing or found within the Marina, regardless of the Client’s purpose, are obliged to familiarise themselves with these Regulations and observe them. They are deemed to be understood and accepted without exceptions or reservations upon entering the Leisure Port and/or using the services, facilities or premises.

In keeping with the spirit of these Regulations, and to ensure the continued improvement of the services offered in the Marina, the Company may also display notices, information and recommendations as and when they become necessary, for informing users of the Leisure Port of the rules of conduct.

Article 5 – Client Obligations

The Client must observe laws and the Regulations in full, along with rules governing ship administration, customs, police and safety. Clients must also adhere to any provisions and instructions given by the Company, and to take any measures to protect themselves and their property against theft, fire, damage and suchlike.

All units entering the Leisure Port must have third-party civil liability and fire insurance.

The insurance policy must be displayed upon request of the Company, which reserves the right to ask that its value be increased where deemed inadequate.

In the absence of insurance coverage or insufficient insured value, the Company may deny access to the Marina.

Payment for mooring and services must be made before the vessel leaves the marina. Payments must be made before January 31 each year.

Article 6 – Penalties

In the event that Clients should fail, as observed and notified by Staff, to observe the Regulations, the Company will immediately be informed. Where the offence concerned is in breach of the law, the relevant Authorities will be notified. Notwithstanding any measures which the Authorities concerned may take in respect of the offence, failure to observe the rules set out in these Regulations, particularly where reiterated, constitutes a serious breach and may result in the termination of the contractual relationship with the Client. The right to claim for damages caused to the Company is reserved.

Article 7 – Business and artisan activities

It is prohibited to undertake any business and professional or artisan activities within the Leisure Marina, including on board or involving the use of vessels. Exclusion of the above applies to all business linked to the running of the Marina operated directly or indirectly by the Company, or that the Company has expressly authorised, within areas specifically designated for the purpose. The Company may, as and when required, impose restrictions and limitations, or ask for any provisions over and above minimum legal requirements, to be respected. Lastly, it may charge and demand payment of any fees, expenses or amounts for the authorisations granted.

Article 8 – Mooring regulations

The Company is responsible for allocating mooring berths to Leisure Craft, and for determining the criteria used for their allocation.

The vessels of the Harbour Master's Office – Coast Guard, and those of other Police Forces operating at sea, the Fire Brigade and vessels necessary for any search, assistance, rescue and anti-pollution operations, are moored in berths set aside for them as indicated with appropriate horizontal and vertical signage. A mooring berth for vessels with medical emergencies, where deemed necessary, may also be identified and must be kept free.

Article 9 – Mooring Plan

The Company uses numbers, letters or other appropriate signage to identify Berths. The signs may be displayed on the edges of the jetties and on the marina quay.

The Company will provide a list of the berths, also referred to as the "Mooring Plan". For each berth this will contain the name of the Client, the identifying details of the moored vessel, and any other useful information.

Each Client must use the Berth assigned to him or her. It is expressly prohibited to moor elsewhere.

In this respect, it is essential for Berth and Client to match at all times, as must the Client and the moored vessel, which must match the details communicated by the Client to the Company as shown on the Company's Mooring Plan.

The Company reserves the right to make temporary changes to the Mooring Plan. Alternatively, it may order vessels to move owing to weather conditions, safety reasons, maintenance, operational requirements, staging of events (sporting or otherwise) or other such circumstances, or by order of the Authorities concerned.

In the event of the Client's absence, or if the latter should refuse to make the manoeuvres and move the vessel indicated by Staff, the Company may, under its own responsibility, undertake to do so itself, using its own staff and any third-parties of its choosing.

In any case, the size of the moored vessel, including fenders, may not exceed the correlated dimensions of the berth of the water body in question.

Any non-conformities arising in relation to the maximum sizes set out in the above table shall constitute a serious breach by the Client. The Company may accordingly take any measures it deems necessary to ensure the proper running of the Marina, in the interests of its Clients in general, including termination of contractual relationships with the Client in breach.

Article 10 – Limitations of access

The Company reserves the right to temporarily restrict or regulate access of Clients to given areas of the body of water and/or areas of the Marina on land, due to works being carried out or when public or private events are held. It may also do so due to other reasons linked to the running and commercial usage of the Marina.

Clients are obliged to respect said temporary restrictions or rules.

Article 11 – Mooring Rules

The Client must ensure that Vessels moored in the Marina:

- Are perfectly efficient from the safety standpoint and in respect of fire prevention;
- Meet requirements for buoyancy and stability needed to meet conditions for safe navigation;
- Are equipped, in relation to the size and characteristics of the vessel, with ropes of a suitable size, robustness and in excellent condition, along with a sufficient number of fenders of an appropriate size. It is forbidden to moor vessels to jetties or quays using the mooring lines of the chains.

Clients are responsible for the safety of their vessels in respect of how it is moored, the type and size of mooring lines, and their state of wear.

It is prohibited to use anchors in the waters of the Marina. Use of anchors is only permitted during adverse marine and weather conditions; the decision to use (or not use) anchors is, however, at the discretion of the Client, who accepts liability accordingly. Clients may only use mooring equipment installed by the Company, and are obliged to compensate any damage caused to it. Protrusions from the vessel are not permitted. Mooring alongside jetties and/or quays is only permitted subject to the authorisation of Staff members, and must in any case only be carried out in areas where this mooring procedure can be respected. In the event of a temporary or brief absence from the vessel, the gangway must be pulled onboard or raised; in the event of a longer absence, it must be pulled in completely. Staff members may order moorings to be reinforced of their own accord, where the latter are deemed inadequate; the Client will be charged accordingly for the expenses incurred. Clients, their crews or the custodian of the boat must not hamper manoeuvres carried out by other craft, and may not refuse to cooperate, spread out or occupy less room in the mooring berth, and to do anything requested to facilitate the movement of other vessels.

Article 12 – Safe Mooring

All crafts entering the Marina must be of the utmost efficiency, so as to ensure mooring is performed safely and in compliance with the provisions issued by the relevant Authorities. Where it should have grounds to do so, the Company may request onboard inspections conducted by the

relevant Maritime Authority. Before leaving the Leisure Port, particularly for long periods of time, Clients leaving their boats in the berth must ensure the mooring lines are in excellent condition and that they will last for the duration of their absence; they must also inform the Company in writing of their address and telephone number, as well as contact details of any custodians. Where a vessel is in a state of abandon, or where it runs the risk of sinking or causing damage to nearby vessels and equipment, the Client or custodian (where applicable) will be notified immediately in order for the problem to be resolved. If the latter should not handle the matter within the stipulated deadline, or in the cases which are urgent, the vessel may, at the Company's discretion, be moved or dry docked, at the expense of the Client, without prejudice to any and all remedies, including those of a legal nature, which the Company may take against the Client concerned. It is forbidden to turn propellers on while vessels are moored.

If a boat should sink within the Body of Water, the Client shall be obliged to have the wreck removed or dismantled, upon having obtained the Company's approval and with the permission of the relevant Authorities.

Article 13 – Prohibitions for Clients

It is forbidden to do the following within the Marina's waters:

- To anchor any vessels except in cases of force majeure and extreme necessity;
- To throw waste, oil, fuel and any other material overboard into the sea, causing pollution, including of a visible kind, of the marine environment;
- To wash Vessels with foaming detergents, and any detergents which are not biodegradable;
- Any other activity/operation which can have a negative effect, even if slight, on the safety of navigation within the leisure port, and on the marine and coastal environment, as well as the safety of the public.

The following are also prohibited within the Marina:

1. To throw, discard, deposit and collect waste of any kind, including cigarette butts, on the jetties, quays and any other area of the marina. Rubbish must be disposed of in keeping with the instructions set out in the local "Waste management plan."
2. To load, unload and hold dangerous goods onboard vessels;
3. To use water wastefully on the quay while washing vessels;
4. To occupy the jetties, quays and the areas not assigned for storage with vessels of any type and/or equipment/goods of any kind;
5. To place bait and live or dead fish in the rubbish bins, or to discard them within the marina area;
6. To take showers, wash tableware or laundry, and hang laundry out on decks and on the quays;
7. To use engines, except for the time strictly necessary for manoeuvring vessels;
8. To carry out work using a flame onboard the vessel (whether on land or in the water), without the prior written authorisation and/or permission;
9. To wash the hull of the vessels in areas other than those specifically set aside for the purpose;
10. To practise any of the following:
 - Fishing of any kind;
 - Scuba diving and underwater fishing;
 - Collecting seafoods and other shellfish;
 - Water-skiing/surfing/windsurfing;
 - Swimming.

Those in breach of the rule against discharging liquid and solid waste into the sea will be reported to the relevant Authorities for unauthorised disposal.

Article 14 – Obligations of the Company

Notwithstanding the provisions set out in the public concession, the Company is obliged to guarantee:

- the fire and pollution-prevention service, as described in the articles below;
- the intrinsic safety of mooring systems (bollards, rings, dead weights and chains) for vessels;
- the adoption of all measures to ensure sailing within the marina waters is safeguarded, along with property belonging to the State covered by the concession, without prejudice to third-party legal requirements or contractual obligations;
- illumination of the Leisure Port;
- fully operational maritime signalling;
- radio/telephone assistance for marina users;
- assistance service in the event of an emergency, with an end to taking measures described in the "Emergency Plan", at the disposal of authorities concerned.

The Company must also:

- ensure that the owner removes and takes possession of vessels in a state of abandonment where these potentially pose a hazard or threat to safe navigation and to the leisure port itself. Where the party concerned should fail to comply, the Company may proceed of its own accord with moving or towing the vessel, and to seek compensation from the Client subsequently;
- keep an up-to-date register or plan of the vessels in the leisure port;
- fill out and keep a form for transiting vessels, containing the complete details of the captain, the main details and technical characteristics of the vessel, the duration of the stay, the port of origin and destination, along with any other information deemed useful;
- keep at least one motorised vessel prepared with crew, identified with the words "Marina di Chioggia" on the side, for any needs linked to the management of the leisure port;
- ensure telephone numbers for use in case of emergency are easily locatable in the marina office premises;
- inform the Harbour Master by telephone, for any relevant procedures, of the arrival of vessels flying non-EU flags.

Article 15 – Liability limitations

The Company is not liable for damages caused by Clients or third-parties, including any unknown parties, to persons or things within the Leisure Port. By the same token, given that the mooring contract expressly excludes custody and supervision of the vessel, the Company shall not be answerable for any theft and damage which should occur within the Leisure Port, including those occurring onboard the vessel or vehicles, or within the Leisure Port's premises.

All vessels using the leisure port must be ensured for third-party civil liability and against fire risks. The insurance policy must be presented upon request.

PART II – VEHICLE TRAFFIC AND PARKING

Article 16 - Access

Vehicle access to the Marina is permitted to those who are authorised by a sticker or magnetic card (badge) or other such instrument which is issued, and must be presented to Company staff when requested.

Access is also permitted to all those who, for the purposes of loading or unloading vehicles or goods, have been given specific temporary permission by the Company to do so.

Access by members of the public to the jetties is forbidden in order to meet public safety requirements, and to ensure the confidentiality and comfort of Clients. The public is, however, free to use the general marina premises. The Company reserves the right to restrict access by members of the public to the jetties by installing barriers.

Bearing in mind that the entire Marina complex features jetties and open gangways, necessarily free from railings or other forms of protection against the risk of falling into the water, and given also that the quays and jetties are often crossed by mooring lines, ropes and pipes, pedestrian and/or vehicle access (including bicycles etc) to the above areas are always at the risk and peril of the users, explicitly excluding any liability of the Company in the event of an accident.

Article 17 – Parking

The parking of vehicles and trailers of any kind must only be made in the lots allocated for the purpose. As a result, parking in unauthorised areas will result in the removal thereof, at the expense of the owner.

Forced removal of vehicles and trailers parked without authorisation will be undertaken by the Company or authorised businesses without any prior notice.

Cars, other vehicles and trailers which are removed are stored by third parties; the expenses for both transportation and storage shall be borne by the owner.

The Company reserves the right to mark parking spaces which have been allocated for Client usage with numbers, letters or other suitable markings. The signs are found in the parking areas. If necessary, the Company can draw up a list of the parking spaces, also called the “Parking Map” which will include the name of the Client and other useful information for each parking space. This being the case, the Client will be obliged to use the space reserved for him/her, and it will be forbidden to park elsewhere. The Client is accordingly required to notify the Company of any change in respect of the Parking Map, even if only temporary.

The Company reserves the right to change the Parking Map temporarily for reasons related to safety, maintenance, operational requirements and events, whether of a sporting nature or otherwise.

In addition to the parking spaces described above, the Company reserves the right to create other parking areas, use of which will be subject to regulations.

PART III – CODE OF CONDUCT, SAFETY, ANTI-POLLUTION AND FIRE PREVENTION

Article 18 – Code of Conduct and Safety

In order to restrict the emission of electromagnetic radiation during navigation and whilst stationary within the marina, it is forbidden to use radar.

The use of projectors and sound signals where not strictly necessary is prohibited inside the Marina. It is also forbidden to start the main or auxiliary engines of boats, with the exception of proven and particular needs, for testing purposes and to recharge batteries, before 8 am and after 9 pm. From June to September inclusive, this also applies between 1pm and 4pm. It is in any case forbidden to leave moored vessels with the main engine(s) running without a responsible person remaining onboard who is capable of intervening in the event of need or danger. In the hours stated in the previous paragraph, it is also forbidden to make excessively loud noise (music, TV etc), or to carry out noisy work, and to conduct any activity in general which can disturb others. All repair or maintenance work on vessels causing disturbance or inconvenience to other Clients must be carried out in the Boatyard area. It is forbidden to carry out diving near vessels to inspect, carry out work or make repairs. Tasks such as these may only be carried out by specialist personnel recognised and authorised by the Company, and enrolled in the registers of the relevant Authorities. Pets are allowed inside the Marina for the amount of time necessary to embark or disembark them. Dogs must be kept on a leash. In any case, all precautions must be taken to ensure that the presence of animals in the harbour area does not cause any disturbance to others.

Article 19 – Safety Code

It is forbidden to obstruct the jetties, piers and quays with onboard equipment (tarps, gangways, life jackets, tenders) or any other objects or materials of any kind. The same applies to all areas in general not expressly designated for storage purposes. Staff are expressly authorised to remove such objects and place them in storage premises without assuming any responsibility thereof. Connection to electricity sockets for the boat berths must be made by Clients using only plugs and cables which meet safety standards currently in force. It is strictly forbidden to use the sockets using extensions or multiple sockets, or to use unsuitable cables or plugs. It is also prohibited for Clients to intervene or tamper with the power pedestals. Clients may only connect to the drinking water pedestals using their own flexible hoses or pipes. These must not leak, and must be fitted with a suitable connector and an automatic shut off valve.

Article 20 – Fire Prevention Code

It is forbidden to leave any flammable substances or goods on the jetties or quays, and in the immediate vicinity.

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