

# PORT RULES MARINA MINDELO

## REGULATIONS OF OPERATIONS AND UTILIZATION

### Article 1.º Object and Scope

The purpose of these Operating Regulations is to establish the operating rules of MARINA MINDELO, being applicable to all persons, individual or collective vessels and yachts, machinery and vehicles, external service companies, as well as any objects or animals and other things that are in any way in the Marina area.

### Artigo 2.º - Area of Marina Mindelo Lda



### Article 3 - Mooring

For the purposes of this Regulation, the following mooring lots shall be considered:

- a) Permanent mooring - the use of berths for periods previously agreed with Marina Management and contained in a "Temporary Grant of Exclusive Docking Station", provided that for periods exceeding 365 consecutive days and maintaining for less than 5 years;
- b) Temporary mooring - the use of berths for daily, weekly or monthly periods, as contracted with the Marina services at the time of reception, provided that for periods of less than 365 (three hundred and sixty-five) consecutive days;

### Article 4 - Holder of the berth

Holder of the berth is the holder of the exclusive right to use the berth, whether permanent or temporary.

### Article 5 - Owner of the Vessel, its Representative and Holder of a Right of Use of the Vessel

1. Owner means the holder of the vessel's ownership registration.
2. Representative of the owner or holder of the right to use the vessel is indicated by the vessel in writing to the Subconcessionaire

#### **Article 6 - Entry and Exit of the Marina**

1. When entering and leaving MARINA MINDELO all vessels shall fly the Cape Verdean Flag in addition to the flag of their own nationality and keep the name and port of registration inscribed on the exterior of the vessels in a clearly visible place. stay and leave with the reception and control services and carry out the formalities required by the Maritime and Customs Authorities, Aliens and Borders Service and Health Authority when applicable.
2. Whenever circumstances warrant, the maneuvering of vessels may be assisted by MARINA MINDELO maritime service personnel.

#### **Article 7 - Duties and Obligations of the Dock Holder**

1. The holder of the berth has the duty to ensure the proper use of the berth as well as to comply with and enforce the owner of the vessel, his representative and the holder of the right to use the vessel - when they are a different persons. the holder of the berth – has to follow all the provisions of this Regulation.
2. The holder of the Docking Station undertakes 10 (ten) days in advance, to communicate in writing to Marina, the identity of the owner of the vessel and / or the holder of the right of use of the vessel whenever the use of the berth is made by a boat of which it does not own.

#### **Article 8 - Duties of Vessel Owners**

1. During the stay of vessels in the Marina, the owners or their representatives shall:
  - a) Respect the rules of good neighborliness;
  - b) To facilitate, under all circumstances, the movement and maneuvering of other vessels, complying with the instructions of Marina services, even in cases where their vessel is moored;
  - c) Accompany all persons authorized by them to the berths and on board, assuming joint and several liability for the acts performed by them;
  - d) Properly close the vessels and properly store accessories, tools and materials owned by them, and it is hereby established that Marina and its services shall in no case be liable for any theft, theft, damage or deterioration as a result of failure to comply with these duties;
  - e) Facilitate the inspection and entry into the mooring area and to the services of Marina and the competent authorities, namely to verify compliance with the duties and obligations provided for in this Regulation;
2. Infringements of the provisions of the preceding paragraphs shall constitute an offense punishable by a fine

#### **Article 9 - Obligations of Vessel Owners**

1. During the stay of the vessels in the Marina, the owners or their representatives are obliged to:
  - (a) respect the rules of good seamanship so as not to endanger other vessels and installations;
  - b) Maintain the situation of vessels duly legalized before the Marina services and the maritime, customs and other competent authorities;

- c) Maintain well-moored vessels at posts previously designated by the Marina services, so that the outer parts do not protrude over floating piers or service channels, nor prevent the free passage of persons or other vessels;
  - d) Maintain the vessel in a good state of structural strength, cleanliness and conservation and have adequate and functional onboard equipment and fire extinguishing equipment, in accordance with current legislation;
  - e) Maintain vessels in perfect buoyancy, mooring and safety conditions, paying special attention to changes and worsening of weather conditions;
  - f) comply with the rules laid down in this Regulation regarding parking, lighting, noise, waste and other forms of pollution;
  - g) deposit all oily wastes, containers used for the transport and handling of oils and other oil-impregnated materials in the tanks in the marina for this purpose;
  - h) Provide the vessel with adequate protective measures and anchoring elements, as well as minimum safety and hygiene conditions;
  - i) Fulfill all obligations arising from any damage or damage caused by the boats to third parties and / or Marina facilities, obliging to restore the situation as it was at the date of occurrence;
  - j) take all precautions to avoid risks of any kind, including those arising from weather and sea conditions, fire, theft or sabotage;
  - k) Communicate to Marina the form and place where they can be contacted, always being responsible for their presence should the need arise.
2. The owners or their representatives undertake to appear on the boat whenever they are contacted by Marina. In the event of no-show or inability to contact the vessel owner or his representative, Marina services may take all appropriate and / or necessary measures to safeguard persons and property and / or preserving the environment, and it is hereby established that all the resulting costs shall be borne by such owners or representatives.
3. For the purposes of paragraph 1 (i) of this Article, Marina shall have the right to withhold the vessel in the event that the situation in the state in which it was at the time was not restored in good time.
4. Infringements of the provisions of the preceding paragraphs are part of an offense punishable by fine;

## **Article 10 - Prohibitions**

1. During the stay at the Marina it is prohibited, namely:
- a) to sail at a ***speed of more than 3 (three) knots***, or to cause undulation which impairs the welfare of other users within the port and on its entry and exit;
  - b) dispose of sanitary facilities or any dirty water directly to the port or use containers with a chemical or physical treatment system contrary to the applicable standards for the protection against marine pollution;
  - c) Pouring oil, dirt, debris or any objects out of the appropriate containers on the quay or surrounding areas;
  - d) make repairs and work causing noise or smell, or pollutants, at berths or outside premises intended for that purpose, except those which are manifestly urgent or which, due to their characteristics or safety reasons, cannot be carried out elsewhere;
  - e) Use projectors, except in case of emergency;
  - f) To anchor, moore or cause any obstacle to the free maneuvering of vessels, namely in the access channels to the berths;
  - g) To moore at the fuel quay and the waiting quay, beyond the time necessary for the respective operation

- g) To moor at the fuel quay and the waiting quay, beyond the time necessary for the respective operation;
  - h) Make electrical connections to terminals with plugs other than those indicated by Marina services;
  - i) use motor vehicles or bicycles on floating piers;
  - j) To bathe or to swim in the waters of the Marina, or to practice water sports of any kind, to do amateur diving or any type of fishing in the subconcession area;
  - k) to keep domestic animals unless it is ensured that they do not disturb users or roam free and in such cases in compliance with the health rules in force;
  - l) To carry out any commercial, industrial, service or advertising activity, at berths, quays and gangways and on board vessels, unless expressly authorized by Marina;
  - m) To make fire on board, except in kitchens;
  - n) make audible noises outside after 8 pm and until 8 am on the following day, in particular by switching on musical or similar apparatus and testing engines;
  - o) Cause any activities that cause a bad smell;
  - p) To anchor or moor off-site that has been previously stipulated by Marina services, unless otherwise determined by the competent authority;
  - q) Place on the quay the auxiliary boats or other onboard palaments;
  - r) Let the halyards or other running gear loose;
  - s) The handling of vessels by unqualified individuals, even if authorized by their owners, who will thus be liable for damages to third parties and facilities, in addition to other penalties provided for by law;
2. Access to and navigation in the waters of the Marina of light sailing vessels, personal watercraft, remote controlled models or any other apparatus which cannot maintain a stable balance, or to any floating object not legally defined as a fishing vessel shall be prohibited. playground, unless expressly authorized by Marina.
  3. Access to pier pontoons is prohibited to anyone who does not own the vessel, its representative or the holder of a right to use the vessel has not been authorized for this purpose.
  4. MARINA MINDELO reserves the right to prohibit access to the docks by anyone who has previously disturbed the normal operation of the Marina.
  5. Infringements of the provisions of the preceding paragraphs are part of an offense punishable by a fine.

#### **Article 11 - Access to Wet Area**

1. In access to the wet area of the Marina, all vessels shall fly the Cape Verdean Flag in addition to the flag of their own nationality.
2. Access to the docks by persons authorized under this Regulation shall be provided by an automatic control system.
3. It is forbidden to access, stay and leave the Marina area to those boats, vehicles and people who do not comply with the requirements of this Regulation or the instructions transmitted by Marina services and in particular have pending payments of fees or other services provided.

#### **Article 12 - Wet Area Access Requirements**

1. The assignment of the berth is subject to the submission of an express request by the owner of the boat or his representative, as printed in digital format, to be made available by MARINA MINDELO.
2. The request referred to in the preceding paragraph shall be accompanied by the following documents:

- a) Certificate of registration, when legally required;
  - b) Booklet with valid inspection;
  - c) Insurance Guarantee Document - Liability insurance for a minimum of US \$ 1,000,000 (one million dollars);
  - d) Insurance of the vessel against:
    - i Fire / Explosion;
    - ii Theft, attempted theft;
    - iii Vandalism, piracy, storm;
    - iv Contact with third party objects;
    - v Neglect of the vessel owner.
  - e) Without prejudice to the provisions of c) and d) above, the owner of the vessel may adhere to the provisions of P&I (Protection and Compensation) civil liability arrangements and policies.
  - f) Taxpayer card of the owner or his legal representative;
  - g) Identity card or Passport of the owner or his legal representative;
  - h) Commercial registration certificate, in the case of a legal person;
  - i) information concerning the manner and place in which the owner of the vessel may be contacted, and of his representative, should the need arise.
  - j) The service of MARINA MINDELO may also request the registration of the captain's license and passport.
3. Exceptionally, in the event of a substantiated absence of the documents referred to in the preceding paragraph, MARINA MINDELO may authorize the provisional parking, on a daily basis, of the vessel subject to the requested authorization. reasonably fixed by MARINA MINDELO.
4. Anyone wishing to own a parking lot is not the owner, but a lessor of the vessel, must also present the respective lease agreement.
- 5. The management of MARINA MINDELO, for justifiable reasons, may order the change of berth, namely the mooring of regattas (more compact spaces) or larger vessels.**
- 6. The owner of the vessel undertakes to accept the temporary parking of other vessels at the mooring station assigned, when it is vacant or available, for periods of 5 (five) days or more.**
7. For the purposes of the preceding paragraph, the owner of the vessel undertakes to inform Marina of the periods in which the respective mooring post is vacant or available and the expected date of reoccupation.  
**The management of the availability of these places is the exclusive responsibility of Marina.**

### **Article 13 - Formalities and entry maneuvers of the Vessel**

1. Upon entering the Marina, all pleasure craft shall dock at the Reception Quay or quay indicated by the Marina service in order to their owners, or their representatives:
  - a) Regularize their stay with Marina services;
  - (b) undertake the legally required formalities with the maritime and customs authorities;
2. Permanent or temporary parking vessels with contract in force shall only comply with the stipulations of the previous number when legally required or requested by Marina services.
3. The maneuvering of the boats may be assisted by Marina personnel, whenever Marina understands it.
4. An infringement of paragraph 1 shall constitute an offense punishable by a fine.

## **Article 14 - Removal of Pleasure Craft**

1. Without prejudice to their sanction under this Regulation or other applicable law, the repeated violation of the duties and obligations, or the prohibitions set forth in article 10, gives MARINA MINDELO the right to order violators to immediately remove the vessel the berth that it occupies at the time, and the consequent abandonment of Marina.
2. When the order referred to in the previous paragraph cannot be notified to the offender, because of a cause attributable to him or, when notified, he does not comply with it promptly, MARINA MINDELO may order the immediate removal of the vessel, which may be lifted and towed. to the appropriate place where it will be deposited, with the respective costs of maneuver being borne by the owner or guardian of the vessel.
3. When circumstances of imperative need for service or bad weather advise, the removal of the vessel from one berth to another may also be ordered, in which case the provisions of the preceding paragraph shall apply, mutatis mutandis.
4. In the event of a fault that is not known to be readily repairable, it will be the responsibility of the owner, or his representative, to remove the vessel. MARINA MINDELO may impose a remedy when the removal is not done within a sufficient time. paragraph 2 shall apply.
5. The Marina may order the removal of its zone from vessels that have been abandoned or that disturb the normal functioning of the Marina, or that have remained in place for a period exceeding 180 (one hundred and eighty) days, without its owner has paid, on a regular basis, the corresponding rates applied for stays and services provided.
6. Notwithstanding the preceding paragraphs, Marina reserves the right to remove any vessel or object parked at MARINA MINDELO when one of the following situations occurs:
  - (a) unauthorized parking;
  - b) Parking detrimental to the normal operation of MARINA MINDELO;
  - c) The need for maintenance, upkeep or operation of MARINA MINDELO
  - d) Failure to comply with the required payment deadlines.
7. The expenses incurred with the removal, towing and depositing of the vessels, ordered under the terms of the previous numbers, will be fully and entirely borne by the respective owners.
8. Infringements of paragraphs 1, 2, 3 and 4 shall constitute an offense punishable by a fine.

## **Article 15 - Formalities on Exit**

The vessel may leave the vessel at the end of the contracted period at any time provided that the vessel's owner or guardian has: a) Regularized their situation with the Marina Services, which must be requested at least one (1) hour in advance and always meeting the current times; and b) Completed all formalities with the maritime and customs authorities, whenever legally required, always taking into account the times in force.

## **Article 16 - Extension of temporary parking of vessels**

1. The extension of the period of stay initially contracted must be requested to Marina services at least 24 (twenty-four) hours in advance.
2. The extension of the originally contracted period of stay equal to or greater than 6 (six) months must be requested to Marina services at least 2 (two) weeks in advance

## **Article 17 - Assignment of berths**

1. The transfer to third parties, for consideration, of the right to use the berth may only be made upon prior written request to Marina, who, authorizing, may exercise the preemptive right.
2. The temporary assignment to third parties, for consideration, of the right to use the berth, the provisions of the previous paragraph shall apply without prejudice to the conditions that Marina establishes in each case.
3. The temporary assignment to third parties, free of charge, of the right to use the berth may only be made after written notice to Marina.
4. On a transitional basis, or when it deems appropriate, Marina services may promote the temporary assignment to third parties, for consideration, of the rights of use of the berth provided by the owners of permanent parking vessels, which shall be subject to contract to be concluded with Marina on a case by case basis.

#### **Article 18 - Change of Vessels**

1. Whenever the holder of the berth changes vessels, she shall inform Marina in writing, stating the name, nationality and size of the new vessel.
2. It will be indispensable condition for the exchange of vessels that the dimensions of the new vessel are compatible with those authorized for this berth.
3. Whenever the holder of the berth permits its use by vessels not owned by him, he shall, at least 10 (ten) days in advance, inform MARINA MINDELO of the name of the owner, the name of the vessel, the nationality and their respective dimensions.

#### **Article 19 - Period of Permanence**

1. The stay is considered for periods of 24 (twenty four) hours, starting at 12 (twelve) hours of each day. Time counting starts at 12 (twelve) hours prior to entry and ends at 12 (twelve) hours after entry.
2. If the stay is extended beyond the period stated on arrival, this shall be communicated to Marina's services and the provision shall be reinforced on the day immediately preceding the end of the period originally provided for.

#### **Article 20 - Payments - Wet Area**

1. In the case of permanent parking, the payment of maintenance and maintenance charges, supply of electricity, water, telephone, surveillance and other services provided shall be made upon presentation of invoices within the terms and conditions provided for therein.
2. In the case of temporary parking, when filling in the declaration of arrival, a provision shall be made on account of the expected stay rates, services and consumption, such as electricity, water, telephone and surveillance. Payments will be made upon presentation of invoices within the time limits and conditions provided for therein.
3. The amount of the provision initially delivered will be discounted or increased at the time of payment.
4. In the cases provided for in paragraphs 2 and 3 and whenever the value of the services rendered exceeds the amount of the provision made, Marina may require a reinforcement of the provision made pursuant to paragraph 2.
5. The reinforcement of the provision referred to in the previous number shall be made within the time and conditions to be established by Marina.

6. Failure to pay shall result in the immediate loss of the berth, without prejudice to the prior hearing, within a minimum of 5 (five) business days.

### **Article 21 - Repair Work**

1. MARINA MINDELO may authorize minor repairs to vessels, provided they are intended solely for support of vessels parked on the floating piers of the Marina.
2. The persons responsible for carrying out repair work on vessels shall not, under any circumstances, dispose of or dispose of in the waters of the port, on the ground or in the sewage system any harmful residues or substances which may cause pollution. ensure the following:
  - (a) proper disposal of municipal solid waste (MSW) and proper disposal of such waste in equipment that is part of the removal service in accordance with all waste management rules imposed by specific regulations;
  - b) Proper disposal of waste oils, filters and oily waste in the equipment made available and properly identified, so as to be collected, transported and sent to the appropriate final destination;
  - (c) the recovery of batteries and accumulators used to acquire similar new equipment;
  - (d) the cleaning of premises to prevent the accumulation of waste, refuse, movable or other wastes which may cause damage to public health, fire hazard or danger to the environment;
  - e) The cleaning of the external areas, when there are residues arising from the activity they develop.
3. Those responsible for carrying out repair work on vessels shall comply with all other requirements and prohibitions related to the environmental and safety aspects of this regulation and specific regulations concerning ship repairs.

### **Article 22 - Formalities of access by service provider**

1. The access of service providers to vessels will only be allowed as long as they are properly licensed and accredited by the competent entities including Marina Mindelo, Lda.
2. Without prejudice to the preceding paragraph, the access and permanence of service providers in MARINA MINDELO is conditioned to:
  - a) Use of personal protective equipment (PPE), in accordance with applicable regulatory standards;
  - b) Use of badges identifying the worker and the company he represents;
  - c) Use of uniform.
  - d) Identification of the contracting vessel.
3. The seamen and crew of the vessels when making repairs within the marina comply with the requirements provided for in the preceding paragraphs.
4. The work of minors is prohibited, in accordance with current labor law;
5. The maintenance and repair work of the vessels, as well as the cleaning and washing services of the vessels shall be performed in a place indicated by MARINA MINDELO;
6. The service areas are delimited and only the presence of people with badges and duly authorized is allowed.
7. Vessel maintenance services are scheduled from Monday to Saturday from 8:00 am to 6:00 pm.
8. Changes to the days and / or times mentioned in the previous point are possible, in cases of proven necessity and as long as requested by the vessel and authorized Marina administration;



9. The maintenance service is the sole responsibility of the person requesting it, that is, the owners of the vessels or their legal representatives. They may be liable for possible non-compliance with safety standards and damage to third parties or Marina, service providers or crew members in the execution of the work
10. Vessel owners and service providers are required to comply with tax, labor, social security, and occupational safety laws in force in Cape Verde.
11. It is expressly forbidden to move trailers or their bases that support the boats in the Marina.
12. The use of lashings by service providers when using stairs is mandatory;
13. It is the obligation of the service provider to keep the work area clean and free of movement obstructions;
14. The supply of water and electricity to the vessels under the maintenance service, are subject to the payment of the respective tariffs and the rules applicable to the owner of the vessel.
15. In the context of providing maintenance services to vessels, Marina is not responsible for:
  - a) Failure to comply with labor, social security, tax and other legislation in the context of contracts entered into by the owners or requests for services from other companies.
  - b) Payment of invoices;
  - c) For the protection of vessels near the object of repair;
  - d) By the materials, tools, personal property of the service providers or not under the custody of Marina, in their own places.

#### **Article 23 - Other services**

1. MARINA MINDELO may provide, directly or through third parties, complementary and support services to vessels on terms and conditions to be defined.
2. The services rendered to any vessel shall be paid upon completion, without prejudice to the terms and conditions provided for in the invoices.

#### **Article 24 - Schedule of services and Tariffs**

1. All services and facilities indicated in these Regulations shall operate in accordance with the rules and schedules established by Marina.
2. The setting and charging of tariffs (prices) for yachts and other services provided by Marina, are their responsibility
3. The tariffs (prices) will be published on its institutional website, in the official window of MM Lda. And on the institutional website: [www.marinamindelocv.com](http://www.marinamindelocv.com).

#### **Article 25 - Loads and Discharges of Provisions**

1. The loading and unloading of provisions of any kind may only be made through the entrances, places and routes indicated by the Marina.
2. The loading and unloading of provisions shall also comply with the times and rules established by Marina.

#### **Article 26 - Garbage disposal, collection and removal**

1. All trash, refuse and refuse must be delivered to the entity or deposited on site, in the type of container and times determined by Marina.

2. The rules and regulations regarding the storage, circulation and disposal of different types of waste may be negotiated between the Subconcessionaire and the municipal authorities.

#### **Article 27 - Supervision and sanctions**

The supervision of compliance with these Regulations is the responsibility of Marina and the maritime authority.

#### **Article 28 - Enter into force**

This Regulation shall enter into force upon its approval by the Port Administration and shall take effect on the date of its publication and posting in visible locations of the Marina and the Port Administration.

Marina Mindelo Lda  
The Management  
Mindelo July 10<sup>th</sup>, 2019

Approved by ENAPOR S.A.  
Management Council

