

ORDINANCE ON USER CONDUCT AT THE PORT OF “MARINA PUNAT d.o.o.”

Pursuant to Article 9 of the Ordinance on the Conditions and Methods for Maintaining Order in Ports and on Other Parts of Internal Waters and Territorial Sea of the Republic of Croatia (NN No. 72/2021), as well as Article 56, paragraphs 2 and 3, and Article 57, paragraph 4 of the Maritime Code (NN No. 181/04, 76/07, 146/08, 61/11, 56/13, 26/15, and 17/19), the Management of MARINA PUNAT d.o.o., Punat, Puntica 7, hereby issues the following Ordinance.

1. FUNDAMENTAL PROVISIONS

- 1.1. This Ordinance outlines the conditions and methods for maintaining order within the specialized port of MARINA PUNAT d.o.o. (hereinafter referred to as the “Marina”).
- 1.2. This Ordinance applies to the entire area utilized by the Marina (land and sea) in accordance with the Agreement on the Concession of Maritime Property for the Economic Use of the Specialized Port – Nautical Tourism Port Punat, concluded on November 19, 1999, with the Government of the Republic of Croatia. Additionally, it extends to any areas utilized by the Marina for conducting its activities outside the area covered by the maritime property concession.
- 1.3. The responsibility for maintaining order within the Marina lies with the Management of the commercial company MARINA PUNAT d.o.o. It's important to note that the Marina does not have the authority of public services, such as police, customs, port administration, etc.

2. PURPOSE OF PORT AREAS

- 2.1. The berths (hereinafter referred to as “berths”) for boats and yachts (hereinafter referred to as “vessels”) are situated both at sea and on land. Sea berths are located at jetties in Zones A (A1 to A6), B (B1 to B6), and C (C1 to C3), while land berths (dry berths) are positioned from D1 to D20 and from P1 to P10, as specified in the Marina Plan. These berths are designed for both permanent and daily use (known as transit berths), as well as for vessels engaged in economic activities such as chartering and diving. The allocation of berths depends on the contractual agreement between the Marina and the Berth User, considering factors such as vessel type and size, contract duration, etc.
- 2.2. All the aforementioned berths are suitable for accommodating permanent and transit vessels or charter vessels. This depends on the contractual agreement between the Marina and the Berth User, considering factors such as vessel type and size, contract duration, etc.

3. ARRIVAL ANNOUNCEMENT, ENTRY, MOORING, AND BERTHING

- 3.1. All vessels entering the Marina are required to announce their arrival either via VHF radio channel 17 or by contacting the Marina directly at +385 51 654 135. This allows the Marina to ensure the presence of mariners at the berth depending on weather conditions and the number of incoming vessels. This does not apply to vessels for which the charter company has entered into a berth contract with the Marina and which are welcomed by the staff of the charter company managing the fleet to which the charter vessel belongs.

- 3.2. With regard to vessels that have not announced their arrival, the Marina is neither obligated to accept them nor responsible for their mooring and berthing.
- 3.3. The Marina reserves the right to refuse the provision of any services to vessels that have not properly announced their arrival.
- 3.4. The allocation of a permanent berth is determined by the customer service in collaboration with the Harbor Master, following the Berth Plan outlined in the contract with the Vessel User, and in accordance with Marina Punat's applicable General Terms of Business.
- 3.5. Transit berths for vessels (ranging from a minimum of 1 day to a maximum of six months) are assigned by Marina's mariners based on the Berth Plan.
- 3.6. The Vessel Captain holds the responsibility for properly mooring the vessel at the assigned position within the Marina. It is imperative that the vessel is securely moored, utilizing suitable and reliable mooring equipment, along with ropes tailored to the vessel's dimensions. These mooring arrangements must not impede the navigation of other vessels within the Marina. The Captain or the Owner/User of the vessel assumes full responsibility for any omissions or damages arising during the mooring or maneuvering of the vessel, irrespective of the presence and actions of the mariners.
- 3.7. A vessel entering or leaving the Marina must maintain a safe speed not exceeding 2 knots. The Vessel Captain is obligated to ensure the vessel operates at the lowest feasible speed during entry and exit, especially in proximity to coastal or underwater structures and designated diving areas where visible signals for speed reduction are displayed. This precaution is vital to prevent potential damage to other vessels, the coastline, and port facilities caused by wave action.
- 3.8. The Marina reserves the right to report any Vessel Captain who fails to comply with the prescribed safe speed within the Marina's waters to the Harbor Master or relevant port authority. This includes instances of improper operation of jet skis, inflatable boats, and other types of vessels.

4. ARRIVAL OF THE VESSEL BY LAND

- 4.1. Vessels intending to access the Marina area via land must announce their arrival and obtain permission from the Marina for entry into the area under its authority.
- 4.2. The User is obligated to promptly inform the Marina of the transportation of the vessel to the Marina by land (using a towing vehicle, truck, or trailer) in order to register their arrival and regulate their status.
- 4.3. The Marina is not obligated to permit the arrival and stay of trailers and vessels, etc., that have not been previously registered with the Marina.

5. VESSEL BERTHING, RELOCATION, ANCHORING, AND DEPARTURE, SAFETY AND ENVIRONMENTAL PROTECTION MEASURES, PROCEDURES IN CASE OF DANGER OR ACCIDENTS AT SEA

- 5.1. Weather condition information is available at the Marina reception desk during prescribed working hours; however, the Marina holds no liability for the accuracy and timeliness of this information.

- 5.2. The accommodation of the vessel at sea or in a dry berth on land, as well as all services, will be charged according to the currently applicable Price List.
- 5.3. The Marina reserves the right to change the contractually agreed permanent or transit berth and relocate the vessel to another berth without requiring special permission from the Berth User.
- 5.4. When the Berth User or his crew or persons authorized by the Berth User are aboard the vessel or moored in the marina, it is considered that the Berth User has control over the vessel and there is no obligation to monitor the vessel by the Marina.
- 5.5. Non-EU citizens staying in the Marina are required to register their stay at the Marina's control center.
- 5.6. The Berth User is responsible for maintaining the vessel and all equipment to prevent potential damages.
- 5.7. In case of environmental pollution, it is mandatory for the User to promptly report it to the Marina and harbor master's office. The Marina's staff will take immediate action to mitigate the consequences of pollution at sea and on land, utilizing available resources and pollution prevention facilities. In such instances, regardless of the person operating the vessel, the Marina will undertake necessary actions to identify the cause and perpetrator based on the onsite circumstances. The Marina reserves the right to invoice the vessel's Captain or the Berth User for the costs associated with intervention or cleanup of damages resulting from environmental pollution.
- 5.8. The User or his crew must promptly report any defective moorings and docking infrastructures or malfunctioning facilities within the Marina or infrastructure of the marina that is in general malfunctioning, in case that he was able to determine such defects.
- 5.9. The use of the Marina's infrastructure is at the User's own risk and which refers to Berth Users and all other persons who are in the marina area, both in relation to damage to vessels and in relation to injuries and other non-material damages.
- 5.10. The following actions are prohibited within the Port:
 - 5.10.1. moving within the Marina area with vehicles, bicycles, mopeds, kick scooters, and other means of transportation, regardless of the propulsion method, at a speed exceeding 10 km/h;
 - 5.10.2. running the engine of the vessel, except for necessary vessel maneuvering purposes; operating the vessel without the presence of the operator; flushing and other activities on land;
 - 5.10.3. swimming, floating, drifting, diving, gliding (including jet skiing), rowing, or windsurfing; this prohibition also applies to accesses to and breakwaters within the Marina;
 - 5.10.4. anchoring and setting up buoys;
 - 5.10.5. blocking access to mooring devices (e.g., bollards, etc.);
 - 5.10.6. moving, altering, or removing the moorings, anchors, and devices of another vessel, unless necessary to prevent immediate and obvious damage;
 - 5.10.7. attaching vessels to nautical and other markers, devices, and equipment not intended for mooring and moving on them;
 - 5.10.8. installing, relocating, altering, removing, or damaging nautical and other markers or mooring devices without permission;

- 5.10.9. hanging laundry on the jetties and placing various items on the Marina's premises, or disturbing the visual identity of the Marina in any way;
- 5.10.10. occupying the operational coast, the jetties, the land space under the vessel and around the vessel, under the dry jetties, and generally within the Marina area by installing or setting up various facilities, equipment, and miscellaneous items of any kind outside the area of your vessel in the Marina area (e.g., stairs, auxiliary boats, access bridges for vessels, antennas, crates, showers, tanks, flooring, carpets, bicycles, strollers, scooters, and other vehicles, ladders, chairs, tables, benches, dinghies, windsurf boards, jet skis, and other equipment). The Marina reserves the right to remove any equipment, devices, and other items left outside the vessel at the Owner's expense. It is not obligated to keep them.;
- 5.10.11. wedges or other objects into or onto the shore, jetties, and infrastructure of the Marina, damaging said infrastructure, or engaging in actions that may compromise the safety or integrity of the Marina's infrastructure;
- 5.10.12. refueling the vessel or transferring fuel from one container to another;
- 5.10.13. storing flammable and explosive materials, as well as substances with strong or unpleasant odors, in all areas of the Marina (on the vessel, next to the vessel, on the Marina's platform, in storage rooms, garages, containers, etc.);
- 5.10.14. igniting fires and cooking on an open fire on the shore, on the vessel, or on the mooring devices, or anywhere within the Marina area;
- 5.10.15. conducting repair, painting, varnishing, renovation, modernization, and other works on the above-water or underwater part of the hull, deck, equipment, and machinery, or on other parts of the vessel outside the usual vessel works, or performing works on the vessel that cause noise and pollution to the environment; For conducting works on the vessel, a designated service area is provided at the Punat d.o.o. Shipyard premises.;
- 5.10.16. engaging in activities on the vessel and within the Marina area that endanger human life, cause fires, pollute the sea, or damage other vessels, as well as the coast, harbor facilities, equipment, and installations, or in any way jeopardize maritime safety, human health and life, and the environment is prohibited. The Marina reserves the right to charge for interventions and pollution cleanup, as well as similar measures.;
- 5.10.17. engaging in activities on the vessel or within the Marina's managed area (excluding affiliated companies of Marina Punat and authorized subcontractors) without obtaining a work permit in accordance with the regulations governing the establishment of a subcontractor relationship;
The work permit must be obtained in advance at the reception desk of the Yacht Service. All specified conditions must be met, and fees must be paid in accordance with the regulations governing the establishment of a subcontractor relationship. Works within the warranty period are not exempt from this rule.
Marina Punat d.o.o. is not obligated to permit legal or natural persons to perform activities (e.g., engine service, boat maintenance, painting works, brokerage in the purchase and sale of vessels, etc.);
- 5.10.18. plugging in a 220V cable into the socket while the crew is not on board the vessel; only one connection for one vessel may be used at a time. The Marina is only required to provide a 16A connection and is not obligated to offer 32A, 63A, and 125A connections. Furthermore, it is not obligated to provide all vessels at the berth with a free connection simultaneously.
Connecting the vessel to the Marina's electrical and plumbing installations is permitted only if the vessel has corresponding installations (which the Marina cannot verify), and only while the crew is on board the vessel.

The Marina assumes no obligation or responsibility regarding the compliance of the vessel's installations or connection cables.

Battery maintenance and connection to the power box can only be entrusted to the service personnel of the Punat Shipyard. In exceptional cases, authorized contractors of the Marina registered for this activity may undertake battery maintenance and connection to the power box, provided that the conditions for the vessel's stay during the connection to the power grid are met

- 5.10.19. disconnecting the cable from the live vessel and leaving it on the jetty, operational coast, or land area of the Marina; the Marina's nautical staff have the right to remove cables that are disconnected from the vessel and left on the jetties or in the Marina area.;
- 5.10.20. using water hoses without an automatic valve ("gun");
- 5.10.21. using the onboard toilet;
- 5.10.22. using tanks, jerry cans, and similar containers located outside the vessel for draining gray and black water from the vessel while at the dry berth;
- 5.10.23. discharging gray and black tank wastewater or emptying black and gray tanks directly from the sanitary facilities; tank draining is carried out at the Marina upon timely service request;
- 5.10.24. disposing of used oils and oily bilge water into the environment; the disposal of oily bilge water is carried out at the Punat Shipyard upon timely service request;
- 5.10.25. polluting the air by releasing dust, smoke, and other gases exceeding the permissible limits set by special regulations;
- 5.10.26. parking vehicles in the Marina area outside the designated parking areas for vehicles or under a foreign vessel on land;
The Marina is not obligated to provide parking space for other vehicles (e.g., trailers, caravans, etc.) to the Berth User, except for a passenger car. However, the Marina does provide a parking space within the Marina, though not within a specific zone.;
- 5.10.27. using trailers, caravans, campers, camping houses, etc., for residential purposes;
- 5.10.28. bringing and leaving camping houses, caravans, campers, trailers (open or closed, regardless of purpose), and other items into the Marina; the Marina offers trailer parking spaces near the premises for a fee. Trailers can only be parked empty, regardless of their purpose or whether they are open or closed. The Marina is not responsible for trailer storage, damages to trailers, or loss or damage of items inside or on the trailer. If trailers are found in the Marina or in designated parking spaces without prior registration and agreement, the Marina reserves the right to charge additional fees for parking and/or relocation.;
- 5.10.29. misusing parking permits; in case of misuse, the Marina reserves the right to block the permit and deny its use;
- 5.10.30. feeding pets, cats, seagulls, and other animals in public areas (jetties, parking lots, etc.);
- 5.10.31. keeping dangerous animals;
- 5.10.32. pets must be kept on a leash, and dogs that may pose a danger must wear a muzzle while walking;
- 5.10.33. disturbing the peace between 11:00 PM and 8:00 AM.

6. DEPARTURE PROCEDURES WITH REGARD TO BERTH USERS

- 6.1. Before departing from the Marina, Berth Users must ensure the proper securing of their vessels to prevent damage to their own vessel, other vessels, or the Marina infrastructure.
- 6.2. Upon leaving the vessel, the Berth User must disconnect the power supply. Marina staff may disconnect the cable from the socket if they observe that there is no crew on board or if the vessel is not properly connected, without prior warning or notification.
- 6.3. Before departing from the Marina, the Berth User must switch off all devices as well as electrical and gas consumers on board. This includes closing the valves on the gas cylinders and fuel tanks, as well as the seacocks. Additionally, the main switch and electronic motor ignition switches must be turned off. Last but not least, the electrical connections between the vessel and the Marina's water installation must be disconnected.
- 6.4. Before departing from the Marina, the User must ensure that the sails and masts are taut and securely fastened, the fenders are adjusted, and all equipment items are removed. It should be checked whether all windows are securely closed and whether all movable and fixed awnings are closed and secured.

In particular, the User is obligated to remove and stow fenders, sails, movable and fixed awnings (such as bimini, sprayhood, etc.), as well as any other equipment items of the vessel that are left behind, to avoid potential damage.

- 6.5. If using a power connection with an amperage greater than 16 A, the User must transfer the paid electricity credit from the power box to their chip (prepaid card) before departing from the Marina. The Marina assumes no liability for the loss of credit.

7. DEPARTURE PROCEDURES WITH REGARD TO VESSELS

- 7.1. If a transit vessel departs from the Marina by land, the User must promptly settle its status at the Marina reception desk and pay for the services utilized. Prior to departure, the User is required to present proof of payment to the Marina staff.
- 7.2. If a vessel with an active berth contract permanently leaves the Marina, the Captain must notify the reception and terminate the contract as per the General Terms of Business. The Marina reserves the right to withhold departure, by water or land, in case of outstanding debts. If there are no outstanding debts, the Marina has no obligation or authority to prevent the vessel's departure.
- 7.3. The Vessel User or the Transporter responsible for transporting the vessel with an active berth contract by land from the Marina must ensure the settlement of outstanding fees, regulate the status promptly, and obtain an exit ticket from the reception desk of Marina Punat d.o.o. This ticket must be presented to the staff upon exiting the Marina area.
- 7.4. If the Berth User fails to inform the Marina of an extended absence from their berth, the Marina reserves the right to utilize or rent the berth to another User. The User will be informed of this decision. In such instances, the Marina is required to vacate the berth of the initial User one day before their anticipated return.

If the Berth User has informed the Marina of their absence, the Marina is not obligated to reserve the berth during that period, regardless of whether the User returns before its expiration.

8. REGISTRATION AND RECEPTION OF VESSEL-GENERATED WASTE AND REMAINING CARGO

- 8.1. The Vessel User is required to autonomously dispose of, sort, and empty waste, oily wastewater, used oil, and water from black and gray tanks in accordance with the Vessel Waste Reception and Handling Plan applicable to the jurisdiction of Marina Punat d.o.o. This plan is consistently available for reference on the Marina's website.
- 8.2. The environmental protection policy has been made available on the Marina's website. All users of Marina Punat services acknowledge their familiarity with the supplementary regulations concerning environmental protection.

9. SUPERVISION

- 9.1. The implementation of this Ordinance shall be overseen by the Marina Management or an appointed representative.
- 9.2. The management, berthing, mooring, and departure of vessels shall be supervised by the Marina Captain, who is appointed by the Marina Management.
- 9.3. The enforcement of order shall be monitored by the Harbor Master's Office Rijeka or its branch office.

10. FINAL PROVISIONS

- 10.1. Upon the entry into force of this Ordinance, the previous Ordinance on User Conduct at the Port of Marina Punat d.o.o., Specialized Port, MARINA PUNAT d.o.o. R 01-001 - Edition 5 - 01/07/2011, shall be rendered null and void.
- 10.2. This Ordinance shall enter into force after obtaining the consent of the Harbor Master's Office Rijeka.
- 10.3. The contents of this Ordinance have been communicated to all Users through its publication on the Marina's website.
- 10.4. In the event of disputes, the Croatian version of this Ordinance shall take precedence.
- 10.5. In compliance with the regulations of the Republic of Croatia, Marina Punat d.o.o., as the concessionaire of the nautical tourism port of Punat, has fulfilled its obligation to establish order within its port by adopting this Ordinance and serving as the governing authority responsible for port management