



PUERTO BANÚS
Marbella 1970

GENERAL CONDITIONS OF AUTHORISATION FOR ACCESS TO PUERTO BANÚS (APPLICABLE TO THE PERIOD FROM 1 JUNE 2022 TO 31 MAY 2023)

These general conditions regulate the conditions according to which Puerto José Banús, S.A. (the "Concessionaire") authorises the access and parking of motor vehicles within the port facilities of the concession that make up the administrative concession of Puerto José Banús Marina (hereinafter, the "Marina" or the "Port").

The contractual formalisation between the authorised user (the "User") and the Concessionaire (the "Contract") will be formalised by means of the delivery by the Concessionaire of a physical magnetic support (the "Card") which will have the nature of an authorisation to access, circulate and park in the Port under the terms and conditions detailed below:

1. INCORPORATION OF THE GENERAL CONDITIONS

The Users (i) declare that they have had access to these General Conditions prior to the formalisation of the Contract, either because they have been made available to them on the website www.puertojosebanus.es or because they have been provided to them at the Control Tower of the Port (the "Puerto Banús Offices") and (ii) expressly accept their incorporation into the Contract and their submission to them as a result of the delivery of the Card, as an integral and necessary part of the said Contract.

In any case, the access and stay of the Users in the Port facilities will be governed by the resolution of the Consejería de Obras Públicas y Transporte de la Junta de Andalucía dated 30th December 1998, partially modified by Resolution of 1st June 2004, by which the "Development of open spaces in the concession area of Puerto José Banús" was approved, the internal rules contained in the Special Police Regulations, which are available at www.puertojosebanus.es and at the Puerto Banús Offices, and the orders and instructions given by the Concessionaire's personnel in the Port in the exercise of their duties must be obeyed at all times.

These rules are binding on any person accessing the Port by vehicle, without prejudice to the applicable regulations in force.

2. APPLICATION FOR AUTHORISATION

The application for access must be made using the standard form available on the website www.puerto-banus.es and/or at the Puerto Banús offices. The applicant must provide the documentation detailed in the form.

The authorisations may be daily, monthly, quarterly and annual, and will allow vehicle access to the Port and the use of those spaces specially configured as parking spaces. Monthly and quarterly authorisations will be for calendar months and quarters. Annual authorisations will be from 1 June 2021 to 31 May 2022.

Owners of vessels in transit in the Port may request and obtain authorisation for vehicle access to the Port for the period they remain berthed there. For the application of these regulations for vessels in transit using berths outside the ownership of the concessionary company, it will be essential to strictly comply with the provisions of art. 8 section d) of the Police Regulations.

In order to be able to submit the corresponding application, as well as to maintain the authorising title, it will be an essential condition to be up to date with the payment of any fee, tariff, canon, rent or consideration of any nature that is linked to the exploitation of the Port, as well as to use or occupy any property or land whose exploitation rights correspond to the Concessionaire without its authorisation.

Puerto José Banús reserves the right to authorise, free of charge, the occupation of the surface area by a vehicle to the person or persons it deems appropriate, as well as to open the access control to any vehicle on certain days of the year, and in any case to official or emergency service vehicles in the exercise of their functions. Likewise, Puerto José Banús reserves the right to carry out promotional activities.

3. ENTITLEMENT TITLE

The cards shall authorise access for up to a maximum of three vehicles per holder , not simultaneously, which must be authorised in advance by the Concessionaire.

The vehicles in question must be registered by family members of the first and second degree of consanguinity in the case of holders who are private individuals, or by the company or professional in the case of legal entities or individuals who carry out a commercial activity within the Port.

The possession of the card does not guarantee the existence of available parking spaces. The cards or other means established will be the property of Puerto José Banús. The Card will be considered, for all purposes, as proof or receipt of authorisation to access and/or park the vehicle in the Port. The User or, failing this, the driver of the authorised vehicle must present the Card and the vehicle documentation at the request of Puerto Banús staff or authorised personnel at any time.

Puerto José Banús will limit the number of cards provided, in such a way as to guarantee the fluid traffic of vehicles and the possibility of obtaining parking.

Puerto Banús may disable the cards in the event of improper use, without prejudice to the attention to the due claims that may be presented in this case. In any case, the cards will be automatically disabled at the end of the period of use.

By way of example, improper use is defined as non-compliance with these General Terms and Conditions, the applicable Police Regulations or the use of the Card to give entry to unauthorised vehicles or to lend or transfer the Card to any person other than the Authorised persons.

The transfer of the Card or the access rights attached to it is prohibited. In the event of loss or damage to the card, the loss must be reported immediately and the User must request a new card from the Concessionaire at the cost of issuing it.

Puerto José Banús reserves the right to block the Access Card acquired through any of its sales platforms (website, Control Tower, Concept Store boutique, etc.), if the User presents any debt to the Concessionaire and it is not paid within a maximum period of ten days from its acquisition. The User shall have no right to claim or request a refund, in whole or in part, of the payment of fares made in the event that the Concessionaire proceeds to disable the Cards with which the User presents any debt.

4. RATES

The general tariff system in force at any given time is available on the website www.puerto-banus.es and at the Puerto Banús offices.

The Customer must pay the price and validate the Card in advance, by credit or debit card or bank transfer. Puerto Banús may establish outside the general system of tariffs those special offers and/or tariffs it deems appropriate at any given time and which may be contracted in accordance with the terms and conditions established by Puerto Banús for each type of User. Puerto Banús may also market the Port Cards as an integral part of a wider Commercial Package which may include complementary or value added services. In this case, the acquisition of the Card will be governed by the terms and conditions established by Puerto Banús for the Commercial Package in question.

The User will not have any right to request a total or partial refund of the fees paid in the event that the Concessionaire proceeds to render the Cards unusable due to the loss of the requirements necessary to maintain the same or their improper use.

5. ACCESS

The access, circulation or establishment of vehicles is prohibited, except for holders of the right to use moorings and those others who are expressly authorised by the Concessionaire in accordance with the provisions of these General Conditions and other applicable regulations.

The Concessionaire may prohibit or limit vehicular traffic at certain times of the year and in certain areas. The limitations or prohibitions may be permanent or for specific seasons and times. The limitation of access must always be formulated in accordance with the principle of non-discrimination, as well as in the case of individual limitations to the right of access, and may not be adopted to the detriment of the rights recognised by the legal system to any citizen. In any case, vehicle access may be prevented when the area allocated for parking is completely occupied by more than 90%.

The Concessionaire is empowered to deny access to those vehicles which, due to their state of conservation or their characteristics, may pose a danger to the Port, commercial establishments or pedestrians and passers-by.

With the exception of lorries supplying fuel to the Port service station, duly authorised by the Concessionaire, all vehicles transporting fuel or explosive or dangerous materials are forbidden to enter the Port.

The access of vehicles carrying advertising is prohibited, except for those expressly authorised by the Concessionaire.

Access to pontoons 1 and 2, as well as to the Levante dock, will only and exclusively be permitted to vehicles authorised by Puerto José Banús, S.A.



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6. CIRCULATION

You may only enter and leave the Port through any of the accesses and exits provided for this purpose. At all times you must respect the traffic and safety regulations, the signs of any type located in the Port, as well as, where appropriate, the indications of the employees of Puerto Banús, or authorised personnel.

The vehicle must only be kept with the engine running when driving in the Port or during manoeuvres to enter or leave the parking space in question, never while the vehicle is parked. Vehicles are only authorised to circulate in the Port using reverse gear for parking manoeuvres.

In the event of vehicle breakdown, the Client will inform Puerto Banús staff of this circumstance and will follow their instructions.

As far as possible, Users undertake to follow the following recommendations when driving in the Port:

- a) Not to drive in "neutral".
- b) To circulate using the vehicle's lights.
- c) Give priority to vehicles which at the time of accessing or leaving the Port are already in parking manoeuvres.

7. PARKING

Vehicles may only occupy the spaces specifically reserved for them according to the type of authorisation held by the User and may not remain inside the premises for a period of more than 24 hours. Puerto José Banús will reserve 5% of the available parking spaces for monthly authorisations, another 5% will be available to attend to requests for quarterly authorisations and another 5% of the total number of parking spaces to attend to users in transit. In any case, preference will be given to annual card applicants over others, and quarterly card applicants over monthly card applicants.

For Users who have the category of "suppliers", their access to the port will be limited to the time between 07:00 hours and 13:00 hours each day, except on Sundays and public holidays when they will not be able to access the port, and on Mondays and days after public holidays when access will be authorised until 14:00 hours.

It is completely forbidden to use any parking space for any purpose other than the mere occupation of the same for the parking of the vehicle, unless expressly authorised by Puerto José Banús S.A., as well as to occupy and/or use the vehicle for any purpose while it is parked. Specifically, it is forbidden:

- a) To carry out repair or cleaning work on the vehicle.
- b) Moving and/or manipulating vehicles belonging to other Users.
- c) Leaving on the premises, inside or outside the vehicles, rubbish, waste, hazardous materials or objects and/or animals.
- d) Holding meetings, sales, collections, handing out to other Users or placing advertising leaflets on vehicles.
- e) Setting fires and/or tampering with electronic equipment.

As far as possible, Users undertake to follow the following recommendations during their stay in the Port:

- a) Lock the parked vehicle, leaving it parked, braked and with the windows closed.
- b) Not to leave objects of any value in the vehicles.

8. VEHICLE REMOVAL

The Concessionaire is authorised to remove vehicles that are parked outside the marked areas, in the event that they obstruct circulation within the Port area, and in all those cases in which the situation of a vehicle obstructs the maritime assistance tasks for ships or causes serious damage. In the case of removal of the vehicle, it will be deposited in an area set aside for this purpose within the Port or, where appropriate, in the municipal depot; the owner or user of the vehicle must pay the amount of the expenses incurred, if any, prior to departure. In the event that it is considered necessary for the proper functioning of the Port, the Concessionaire may request the collaboration of the municipal service or the corresponding agents of the City Council.

The operations referred to in this chapter will be carried out at the owner's risk and expense.

9. RESPONSIBILITY

Users acknowledge and accept that access to and use of the Port is voluntary and is solely an act of their own free will. Access and parking will be carried out in the permitted places and under their exclusive responsibility, especially in areas where there is a risk of falling into the dock. Puerto José Banús is not responsible for the objects deposited inside the vehicle, nor for any damage that the user, his vehicle or the persons accompanying him may suffer as a result of the conduct of other users, nor for any damage caused in the event of theft, fire or explosion.

The User will be liable to Puerto Banús for the damages caused by the authorised vehicles due to breach of duty or lack of skill in driving the vehicle within the Port, expressly waiving the right to exercise any type of judicial or extrajudicial action against Puerto Banús due to his own action or omission, and acknowledges the right of Puerto Banús to repeat against him the obligation to compensate for the damages he may have caused and which may be claimed from Puerto Banús.

The User will also be liable for any damage or injury that may be caused to any person or property of any nature, exonerating Puerto Banús from any kind of responsibility for any injury, damage or harm of any kind that may be caused or produced to third parties, Puerto Banús assumes no responsibility for the actions or omissions of Users or Visitors in the Port insofar as the origin, realisation and production of the same are completely unrelated to it.

10. MAJOR FORCE

The Concessionaire shall not incur any liability, nor shall it be subject to any claim whatsoever for the suspension or restriction of access for reasons attributable either to the User or to the intervention of a third party, or in the event of measures adopted by the Administration or force majeure as usually defined by the legislation and jurisprudence of the Spanish courts.

11. PROTECTION OF PERSONAL DATA

The User is informed that Puerto Banús will process the data and information provided, both for the formalisation of this Contract and those that it may obtain during the term of the same, in order to enable the administrative, economic and commercial management of the Contract, including the sending of its own promotional information or that of third parties, including by electronic means, in the event of acceptance by the User, as well as to comply with any legal obligations that may be required. Said data will be processed for the duration of the Contract and until the termination of any liability that may arise from the Contract and/or the processing of the data. You may exercise the rights recognised in current legislation by sending a postal communication to TORRE DE CONTROL PUERTO JOSÉ BANÚS, 29602, MARBELLA, including a photocopy of your ID/Passport and specifying the right or rights you are requesting to exercise.

12. COMPLAINTS

Puerto Banús will have complaint forms available to the Client at the Puerto Banús offices.

13. LEGISLATION

This Agreement shall be governed by Spanish law.

14. CONTACT DETAILS

For any questions or comments please contact Puerto José Banús S.A. through the following channels:

Puerto José Banús S.A.

José Banús Control Tower

29660 - Marbella

T. 952 909 800 / E. clientes@puertojosebanus.es