



PUERTO BANÚS  
Marbella 1970

## GENERAL TERMS AND CONDITIONS FOR AUTHORIZATION OF ACCESS TO PUERTO BANUS

**(APPLICABLE TO THE PERIOD FROM JUNE 1, 2026 TO MAY 31, 2027)**

These general terms and conditions prevail the conditions under which Puerto José Banús, S.A. (the "Concessionaire") authorizes the access and parking of motor vehicles within the port facilities that form part of the administrative concession of Puerto Deportivo José Banús (hereinafter, the "Marina" or the "Port").

The contractual relationship between the authorized user (the "User") and the Concessionaire (the "Agreement") shall be formalized through the delivery by the Concessionaire of a magnetic physical medium (the "Card"), which shall constitute an authorization instrument enabling access, circulation, and parking within the Port under the terms and conditions set out below:

### 1. INTEGRATION OF THE GENERAL TERMS AND CONDITIONS

The Users (i) declare that they have had access to these General Terms and Conditions prior to the execution of the Agreement, either because they were made available to them on the website [www.puertojosebanus.es](http://www.puertojosebanus.es) or because they were provided to them at the Port Control Tower (the "Puerto Banús Offices"), and (ii) expressly accept their incorporation into the Agreement and their subjection thereto as a result of the delivery of the Card, as an integral and essential part of said Agreement.

In all events, Users' access to and presence within the Port facilities shall be governed by the Resolution of the Regional Ministry of Public Works and Transport of the Regional Government of Andalusia dated December 30, 1998, as partially amended by the Resolution of June 1, 2004, whereby the planning of open spaces within the concession area of Puerto José Banús was approved, as well as by the internal regulations set out in the Operating Regulations and Maximum Tariffs of Puerto Deportivo José Banús, which are available at [www.puertojosebanus.es](http://www.puertojosebanus.es) and at the Puerto Banús Offices. Users must also always comply with any orders and instructions issued by the Concessionaire's personnel at the Port in the performance of their duties.

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

In the event of any conflict between these General Terms and Conditions and the Operating Regulations and Maximum Tariffs, the latter shall prevail.

### 2. AUTHORIZATION REQUEST

The access request must be submitted by completing the standard form available on the website [www.puerto-banus.es](http://www.puerto-banus.es) and/or at the Puerto Banús Offices. The applicant must provide the documentation specified in said form.

Authorizations may be daily, monthly, quarterly, or annual, and shall allow vehicle access to the Port and the use of areas specifically designated as parking spaces. Monthly and quarterly authorizations shall apply to calendar months and calendar quarters. Annual authorizations shall run from June 1, 2026 to May 31, 2027.

Owners of vessels in transit within the Port may request and obtain authorization for vehicle access to the Port for the period during which they remain berthed therein. For the application of this regulation concerning vessels in transit using berths not owned by the concessionaire company, strict compliance with the provisions of Article 21 of the Operating Regulations and Maximum Tariffs of Puerto Deportivo José Banús shall be required.

In order to submit the corresponding application, as well as to maintain the authorization, it shall be an essential condition to be up to date with the payment of any fees, tariffs, charges, rents, or any other consideration of any nature related to the operation of the Port, as well as not to use or occupy any asset or land whose operating rights belong to the Concessionaire without its authorization.

Puerto José Banús reserves the right to grant, free of charge, the use of surface area for one vehicle to such person or persons as it deems appropriate, as well as to open access control to any vehicle on certain days of the year, and in any case to official or emergency service vehicles in the performance of their duties. Likewise, Puerto José Banús reserves the right to carry out promotional activities.

### 3. ENABLING LICENSE

The Cards shall authorize access for up to a maximum of three vehicles per holder, not simultaneously, which must be previously authorized by the Concessionaire.

The vehicles in question must be registered in the name of first- and second-degree relatives by consanguinity in the case of holders who are individuals, or by the company itself or the professional, in the case of legal entities or natural persons carrying out a commercial activity within the Port.

Possession of the Card does not guarantee the availability of parking spaces. The Cards or any other means that may be established shall remain the property of Puerto José Banús. The Card shall, for all purposes, be considered proof or evidence of authorization for access and/or parking of the vehicle in the Port. The User or, failing that, the driver of the authorized vehicle must present the Card and the vehicle documentation upon request by Puerto Banús personnel or authorized staff at any time..

Puerto José Banús shall limit the number of Cards issued in order to ensure smooth vehicle traffic and the availability of parking spaces.

Puerto Banús may disable the Cards in the event of improper use, without prejudice to addressing any duly submitted claims in such cases. In any event, the Cards shall be automatically disabled at the end of the usage period.

By way of example, improper use includes failure to comply with these General Terms and Conditions, with the rules of the Operating Regulations and Maximum Tariffs of Puerto Deportivo José Banús, or the use of the Card to grant access to unauthorized vehicles, or lending or transferring it to a person other than the Authorized persons.

The transfer of the Card or the access rights associated with 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, bearing the issuance cost.

Puerto José Banús reserves the right to block the Access Card issued at the Control Tower if the User has any outstanding debt with the Concessionaire and such debt is not settled within a maximum period of ten days from its issuance. The User shall not be entitled to claim or request any refund, in whole or in part, of the fees paid in the event that the Concessionaire disables Cards belonging to a holder with any outstanding debt.

#### **4. RATES**

The general tariff regime in force at any given time is available at the Puerto Banús Offices.

The Customer must pay the price and validate the Card in advance, by means of credit or debit card payment or bank transfer. Puerto Banús may establish, outside the general tariff regime, such offers and/or special tariffs as it deems appropriate at any time, 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 part of a broader Commercial Package, which may include complementary or value-added services. In such case, the acquisition of the Card shall be governed by the terms and conditions established by Puerto Banús for the relevant Commercial Package.

The User shall not be entitled to request any refund, in whole or in part, of the fees paid in the event that the Concessionaire disables the Cards due to the loss of the requirements necessary to maintain them or due to their improper use.

#### **5. ACCESS**

Vehicle access, circulation, or parking within the Port is prohibited, except for holders of rights to use berths and those otherwise expressly authorized by the Concessionaire in accordance with these General Terms and Conditions and other applicable regulations.

The Concessionaire may prohibit or restrict vehicular traffic during certain periods of the year and in certain areas. Such restrictions or prohibitions may be permanent or apply to specific seasons and times.

Any limitation on access shall, in all cases, respect the principles of equality and non-discrimination. In the case of individual restrictions, they must be duly justified and may not be imposed to the detriment of rights recognized under the legal system.

In any event, vehicle access may be denied when the parking area is more than 90% occupied.

The Concessionaire is entitled to deny access to any vehicle whose condition or characteristics may pose a risk to the Port, commercial establishments, or pedestrians and passersby.

Except for fuel supply trucks to the Port service station, duly authorized by the Concessionaire, the entry into the Port of any vehicle transporting fuels or explosive or hazardous materials is prohibited.

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

Access to pontoons 1 and 2, as well as to the Levante breakwater, shall be permitted solely and exclusively to vehicles authorized by Puerto José Banús, S.A.

The holder of the authorization expressly undertakes to provide the Concessionaire with a copy of the valid insurance policy covering the authorized vehicle, at a minimum, for compulsory civil liability in accordance with applicable regulations. Such coverage shall extend to all areas of the Port, including restricted access areas such as pontoons 1 and 2 and the Levante breakwater, without exception. The authorized party shall be solely responsible for maintaining the validity and adequacy of the mandatory and/or voluntary insurance coverage for as long as the vehicle remains within the Port premises. Failure to comply with this obligation may result in the immediate revocation of the access authorization, without prejudice to any legal liabilities that may arise in the event of an accident or incident.

## 6. CIRCULATION

Access to and departure from the Port shall only be permitted through the designated entry and exit points. At all times, traffic and safety regulations, all types of signage within the Port, as well as, where applicable, the instructions of Puerto Banús staff or authorized personnel, must be observed.

The vehicle shall only remain with the engine running while circulating within the Port or during manoeuvres for entering or exiting the relevant parking space, and never while the vehicle is parked. Vehicles are only permitted to circulate within the Port using reverse gear to carry out parking manoeuvres.

In the event of a vehicle breakdown, the Customer shall inform Puerto Banús staff and follow their instructions.

To the extent possible, Users undertake to follow the following recommendations while circulating within the Port:

- a) Not to drive in "neutral".
- b) To drive with the vehicle's lights on.
- c) To give priority to vehicles that, at the time of entering or exiting the Port, are already performing parking manoeuvres.

## 7. PARKING

Vehicles may only occupy the specifically designated spaces corresponding to the type of authorization held by the User, and under no circumstances may they remain within the premises for a period exceeding 24 hours.

Puerto José Banús shall reserve 5% of the available parking spaces for monthly authorizations, another 5% shall be available to accommodate requests for quarterly authorizations, and a further 5% of the total parking spaces shall be allocated to users in transit.

In any event, applicants for annual Cards shall have priority over all others, and those with quarterly Cards shall have priority over those with monthly Cards.

For Users classified as "suppliers," access to the Port shall be limited to the time slot between 07:00 and 13:00 each day, except on Sundays and public holidays, when access shall not be permitted, and on Mondays and the day after a public holiday, when access shall be allowed until 14:00.

It is strictly prohibited to use any parking space for any purpose other than the mere occupation of the space for parking the vehicle, unless expressly authorized by Puerto José Banús, S.A., as well as to occupy and/or use the vehicle for any purpose while it is parked. In particular, the following are prohibited:

- a) To carry out repair or cleaning work on the vehicle.
- b) To move and/or handle vehicles belonging to other Users.
- c) To leave rubbish, waste, refuse, hazardous materials and/or objects, or animals in the premises, whether inside or outside the vehicles.
- d) To hold meetings, make sales, collect money, distribute to other Users, or place advertising leaflets on vehicles.
- e) To create flames and/or handle electronic devices.

To the extent possible, users undertake to the following recommendations during their stay in the Port.

- a) To lock the parked vehicle, leaving it properly parked, with the brakes engaged and the windows closed.

- b) Not to leave any items of value inside the vehicles.

## 8. VEHICLE REMOVAL

The Concessionaire is entitled to remove vehicles parked outside designated areas, in cases where they obstruct circulation within the Port premises, and in all cases where a vehicle's situation interferes with maritime assistance operations for vessels or causes serious damage. In the event of vehicle removal, it shall be taken to an area designated for that purpose within the Port or, where applicable, to the municipal impound; the vehicle owner or user must pay, prior to its release, the amount of any costs incurred, if any. Where deemed necessary for the proper functioning of the Port, the Concessionaire may request the assistance of the municipal services or the relevant authorities of the Town Hall.

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

## 9. RESPONSIBILITY

Users acknowledge and agree that access to and use of the Port is voluntary and solely the result of their free will. Access and parking shall be carried out in the permitted areas and under their sole responsibility, particularly in areas with a risk of falling into the dock basin. Puerto José Banús shall not be liable for any items left inside the vehicle, nor for any damage that the User, their vehicle, or accompanying persons 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 shall be liable to Puerto Banús for any damages and losses caused by authorized vehicles due to failure to comply with their duties or due to lack of skill in driving within the Port premises, expressly waiving any right to bring any kind of legal or extrajudicial action against Puerto Banús arising from their own actions or omissions, and acknowledging Puerto Banús's right to seek indemnification from the User for any damages and losses caused that may be claimed against Puerto Banús.

The User shall also be liable for any damage or injury caused to any persons or property of any nature, releasing Puerto Banús from any liability for injuries, damages, or losses of any kind that they may cause to third parties. Puerto Banús assumes no responsibility whatsoever for the actions or omissions of Users or Visitors within the Port, insofar as the origin, execution, and occurrence of such actions are entirely beyond its control.

## 10. UNFORESEEABLE EVENTS

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

## 11. PERSONAL DATA PROTECTION

The User is informed that Puerto Banús will process the data and information provided, both for the formalization of this Agreement and those that may be collected during its term, for the purpose of enabling the administrative, economic, and commercial management of the Agreement, including the sending of promotional information of its own or from third parties, even by electronic means, where accepted by the User, as well as for compliance with any applicable legal obligations.

Such data shall be processed for the duration of the Agreement and until the expiry of any liability that may arise from the Agreement and/or from the processing of the data.

The User may exercise the rights granted under current legislation by sending a written communication by post to TORRE DE CONTROL PUERTO JOSÉ BANÚS, 29602, MARBELLA, including a copy of their ID card/passport and specifying the right or rights they wish to exercise.

## 12. CLAIMS

Puerto Banús shall make complaint forms available to the Customer at the Puerto Banús Offices.



**PUERTO BANÚS**  
Marbella 1970

### 13. LEGISLATION

This Agreement will be regulated by Spanish law.

### 14. CONTACT INFORMATION

Puerto José Banús S.A., Torre de Control José Banús, 29660 – Marbella, T. 952 909 800 / E. [clientes@puertojosebanus.es](mailto:clientes@puertojosebanus.es)