



RULES AND REGULATIONS

RI13R4

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2015.01.29

SINES LEISURE PORT OPERATING RULES AND REGULATIONS

LISTA DE DISTRIBUIÇÃO (entidades externas e confidencialidade)

ESTADO DAS REVISÕES:

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0	2005.11.14	Creation
1	2006.10.06	Inclusion of the access control system, the rules on hiring lockers and amendment of dry dockage conditions and anchorage
2	2007.08.16	Execution of repair work on yachts on land
3	-	-
4	2015.01.29	Adequacy of time operation Sines Leisure Port and additional support services and Pump-Out System.

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CHAPTER I GENERAL PROVISIONS

Article 1 Object

These rules and regulations contain the fundamental provisions for use of the Sines Leisure Port (SLP), in conformity with the powers of the Sines Port Authority (APS).

Article 2 Exclusivity

Within the SLP confines, commercial activities can only be carried out by APS and by APS-licensed entities and concession operators.

Article 3 Application of fees

1 – The fees for use of the SLP are charged for provision of the systems for the entry, dockage and departure of leisure yachts and for use of the existing mooring and land-based facilities.

2 – For these services the fees established in the SLP tariff plan shall apply.

Article 4 Provision of services

Customers must request the provision of the services and the use of equipment and facilities in advance at the reception.

Article 5 Use of the Leisure Port

1 – Only leisure yachts and, in exceptional cases, other types of watercraft belonging to entities duly authorised by APS may use the SLP.

2 – Authorisation for use of equipment or complementary services can be given by SLP only.

3 – SLP authorises the dockage of yachts on the water or on land within its confines by means of a contract/formal registration and assignment of the respective dockage spot.

4 – The authorisations referred to in the preceding paragraph are given on condition, regardless of the dockage period agreed upon.

5 – Depending on authorisation and conditions laid down by the APS, dockage location may be reserved for exclusive use by APS or other entities, whereby the SLP shall be responsible for reporting situations which, due to inconvenience, may compromise manoeuvrability for other yachts and/or quality of the services provided by the SLP.

6 – For safety and operational reasons, the APS may restrict access for, and circulation of, vehicles and persons within the SLP confines.

7 – SLP customers access the piers and diverse facilities and services using a swipe card control system. The cards are handed out at reception and must be returned when the yacht checks out. The validity of the magnetic card ends with the act of "check out" and failure of the payment of invoices due and not paid.

8 – Access for authorised personnel is effected by means of a card programmed for specific access allowance in accordance with the nature of the service to be provided.

Article 6

Opening hours

- 1 – For the entry and leaving of yachts, the SLP is open 24 hours a day every day of the year.
- 2 – The complementary support services included in the tariff list are available from 8.00 a.m. to 8.00 p.m.

Article 7

Liability

- 1 – Pursuant to general law, users are liable, to SLP and third parties, for damage caused, and must use the facilities with particular care, taking all the necessary precautions to avoid accidents and taking into consideration the natural risks to which port installations are exposed.
- 2 – The APS is not liable for losses, damage, accidents or wreckage suffered by yachts or entities using the SLP, unless they are imputable to the APS in accordance with the applicable law.
- 3 – The APS is not liable for theft or robbery that may take place within the confines of the SLP or on yachts docked at it.

Article 8

Fees

- 1 – The applicable fees for use of the SLP are those posted and published by the APS.
- 2 – Prices are subject to change without prior notice.

Article 9

False statements

Without prejudice to other consequences provided for by law, the provision of false statements by users shall result in rejection of requests/applications or cancellation of authorisations given.

CHAPTER II

YACHTS AND DOCKAGE

Article 10

Classification

The classification of yachts, in terms of the services they require and the zones in which they carry out their activity, is that in the General Port Captaincy Regulations.

Article 11

Types of dockage/mooring

- 1 – SLP authorises the following types of dockage:
 - Wet – on annual or temporary bases;
 - Dry – on a temporary basis;
 - Anchorage – on a temporary basis, in exceptional cases;
 - Short-term visit – on a temporary basis.
- 2 – For the purposes of the preceding paragraph, the following definitions shall apply:
 - a) Annual – a dockage period of twelve months;

- b) Temporary – the specific dockage period initially contracted with the SLP;
- c) Anchorage – anchorage shall mean a location within the manoeuvring basin and within the coordinates defined by the APS (in this location, for the period they remain there, the yachts are bound by the port rules and regulations).

Specific anchorage rules shall be communicated by the Leisure Port personnel, using the SLP's own watercraft.

- d) Logistic visit – a short visit of no more than 6 hours that may include the use of the facilities for the purpose of procuring supplies or resting.

3 – The parking periods begin, with the exception of the logistic visit, on the day of arrival, regardless of the exact time of arrival.

The end of any of the above periods is the day following the last invoiced day.

Article 12

Validity of dockage/mooring

1 – The assignment of dockage spot is valid only for the dockage holder and is exclusive to the yacht identified in the contract.

2 – Users are prohibited from using the docking space assigned to them for mooring and manoeuvring craft that are not those exclusively identified in the registration form, even if owned by the dockage holder.

3 – Yachts owned by more than one entity shall appoint one person to be responsible for them, without prejudice to the applicable laws on co-ownership.

4 – Anchorage is permitted on a temporary basis only, when there is no mooring place available for the yacht class in question.

Article 13

Assignment of dockage/mooring

1 – For the assignment of parking spaces the following documents/information are required:

i) On the yacht owner or representative:

- a) Full name;
- b) Address – for billing;
- c) Tax number;
- d) Home telephone number;
- e) Mobile phone number or other emergency number;
- f) Representative in the region and contact (if applicable);
- g) E-mail address (if available).

ii) On the yacht:

- a) Registration papers;
- b) Logbook, with valid inspection;
- c) Civil liability insurance policy – minimum of EUR 20,000.00;
- d) Call sign.

2 – For safety and control reasons, the user undertakes to inform the SLP management, by means of the appropriate form (Departure Declaration) whenever s/he is absent from the yacht for more than 24 hours and whenever s/he wishes to terminate the contract and dockage.

- 3 – Temporary users are not obliged to formalise a Departure Declaration when they definitively leave the Leisure Port.
- 4 – Management of docking space occupation is an exclusive competence of the SLP.
- 5 – Periods of absence of more than five days may, for specific management purposes, result in change of docking space.
- 6 – The person responsible for a yacht is obliged to maintain all documents and information indicated in paragraph 1 updated and valid.

Article 14 Contract

- 1 – The contract shall be entered into for a period of one year or for the desired temporary period by means of completion of the check-in form.
- 2 – The contract shall be terminated in any of the following situations:
 - a) Provision of false statements;
 - b) Violations of the rules laid down herein;
 - c) Non-payment of invoices.
- 3 – Termination of a contract by a dockage holder before the end of its term shall require the APS to return the respective part of the sum paid in advance, in accordance with the Sines Leisure Port Tariff Plan.
- 4 – Termination of a contract before the end of its term is only considered when the dockage holder expresses this wish in writing, if absent, or terminates the contract through completion of the Departure Declaration, if present.
- 5 – Failure to observe the preceding paragraph shall result in the dockage holder having to pay the invoices already issued until the decision to terminate the contract. In such a case, the APS reserves the right to implement collection mechanisms.
- 6 – An annual contract, regardless of the form of payment, is automatically renewed for one year more unless the parties terminate it up to two months prior to the end of an annual period.

Article 15 Payment

- 1 – For any type of contract, payment is made of the total amount due for the modality chosen upon completion of the enrolment form.
- 2 – As payment is due in advance, regardless the type of contract, the respective billing will always refer to docking periods with subsequent dates.
- 3 – Payment for a temporary contract, regardless of the form it takes, is made for the whole estimated docking period. Should the dockage holder decide to stay longer in the Leisure Port, s/he shall inform the SLP as early as possible.

Article 16 Removal of yachts

- 1 – The APS reserves the right to remove any yacht or object on the water or on land, when:
 - a) - It is docked without authorisation;
 - b) - The dockage disturbs normal operation of the SLP;
 - c) - Leisure Port maintenance, conservation or operational requirements require this;
 - d) - In bad weather or other similar circumstances;

- e) - Violation of these Rules and Regulations;
- f) - Failure to meet fee payment deadlines;
- g) - Bad state of conservation of yachts, with risk of sinking;
- h) - Other safety/security situations that make removal necessary or advisable.

2 - Costs for removal of yachts for reasons imputable to the user shall be of his responsibility.

3 - Except in emergency situations or other situations that render it is impossible, yacht owners shall be notified in advance, in writing or by telephone, to remove their boats, fixing a deadline for that purpose, under pain of the APS having them removed at the owners' cost.

Article 17 Security

For security purposes and without prejudice to citizens' rights, liberties and guarantees, the APS may take the following steps or precautions, amongst others:

- a) - Demand information on the yacht's last port of call and next destination, name, nationality, number of persons embarking or disembarking, expected date and time of departure;
- b) - Check identification of persons frequenting the Leisure Port and the areas reserved for yacht docking;
- c) - Prevent, in conjunction with the respective authorities, yachts from departing in justified cases of violations of the rules and regulations, in particular non-payment of fees.

Article 18 Change of dockage assignment

1 – Whenever a dockage holder changes yachts, dockage shall depend on the availability of a dockage space compatible with the new yacht.

2 – When, in the course of the dockage period already paid for, the dockage holder changes his/her yacht to one of a lower class, s/he is not entitled to reimbursement of any payments already made for that docking period, given that the new yacht will continue to occupy a higher class space.

3 – If a yacht is exchanged for a higher class yacht, the owner shall pay the difference in fees for the remaining period of the initially contracted docking period.

Article 19 Dry dockage

1 – For pleasure boats with an annual contract, dry dockage periods shall be charged extra, without prejudice to the simultaneous charges for dockage on water.

2 – The user shall leave the land docking space clean and in a good state of conservation. Failure to do so will entitle the APS to have said work carried out at the user's expense.

3 – Servicing and repair work on yachts in dry dockage are not permitted.

4 – Docking for such work is allowed only in the area reserved specifically for that purpose, identified as the "service area".

5 – The slipway may not be used to carry out repair work on yachts, except in emergency situations, which still require specific SLP authorisation.

5.1 – Comprehensive cleaning operations, the removal of hull growth, painting work, repair work that could result in the release of oils, wastewater or any other type of pollutant are prohibited in the access ramp area, regardless of their urgency.

CHAPTER III

PROVISION OF COMPLEMENTARY SERVICES

Article 20

Equipment

1 – APS accepts no responsibility for inability to use equipment if, for reasons of breakdown or any other reasons, they are temporarily unavailable.

2 – Users of the Leisure Port may, through authorisation from APS, use equipment belonging to third parties to move their yachts.

Article 21

Other services

Any services other than those included in the Leisure Port Tariff Plan are subject to the provisions of the APS Tariff Regulations or other rules or regulations approved by the APS.

Provision of services in the “service area” is subject to the rules and prices applied by the respective service provider.

Article 22

Pump-out System

Yachts wishing to discharge wastewater containing hydro carbonates residues must do so through the wastewater pump-out system available at the Leisure Port and the payment of the service is according to the Leisure Port Tariff Plan in force.

It is of the responsibility of the user the payment of the expenses of the cleaning and of the pollution combat that eventually may occur.

The discharge of the contaminated waters is done through the Pump-out System directly to the shore holding tank.

Article 23

Cleaning

Yachts docked at mooring points or anchored in the port area must be cleaned with clean water. The use of detergents is prohibited.

Article 24

Waste collection

1 – The Leisure Port provides waste containers for selective waste collection. Other types of waste may also be collected, if the Leisure Port is informed in advance. Such waste collection is subject to the prices established in the APS tariff plan in force.

2 – The removal of waste resulting from repair and maintenance work is a responsibility of the entities carrying out that work.

Article 25

Fuel supply

1 – Fuel supply is a service licensed by the APS.

2 – Fuel supply is carried out on the “C” pier in the SLP. It is dimensioned to receive yachts whose dimensions are in line with the characteristics of the classes authorised to use the Leisure Port.

Article 26

Lockers

1 – SLP provides two types of lockers (small, with the dimensions 30 cm x 90 cm; and large, with the dimensions 30 cm x 180 cm) which are available for use against payment of the fees defined in the Sines Leisure Port Tariff Plan.

2 – Lockers may not be used to store waste, hazardous materials (namely paints, solvents, fireworks, fuels, etc.) or other materials that may give rise to odours, spillage, etc.

3 – APS accepts no responsibility for robbery or theft of objects stored in the lockers.

4 – At the end of the hire period for a locker, the key must be returned to the SLP and the locker handed over completely empty and clean. Loss of the key or failure to hand over the locker at the end of the hire period shall result in application of the delay fee provided for in the Sines Leisure Port Tariff Plan.

CHAPTER IV

OBLIGATIONS

Article 27

User obligations

Without prejudice to other obligations established in these Rules and Regulations, the Leisure Port users undertake to abide by the following rules:

- a) - In accessing and using the Leisure Port, as well as in the exercise of the rights and activities provided for herein, users shall abide by normal rules of good neighbourliness, urban living and mutual respect amongst all fellow users.
- b) - Keep their yachts in a good state of conservation and cleanliness.
- c) - Ensure yachts shall have adequate fenders in a good state of conservation and duly positioned to protect them as well as the APS and third parties' property.
- d) - Users shall keep their yachts properly moored so as to prevent that any external part of the yachts project over the floating piers, thus affecting the free circulation of persons.
- e) - Users shall keep their yachts in perfect buoyancy conditions.
- f) - Users shall use adequate covers to protect their yachts from rainwater and accept responsibility for the drainage of rainwater and other water that may put their yachts' buoyancy at risk.
- g) - Users shall observe the rules for dockage established by the APS and posted in the Leisure Port facilities.
- h) - Users shall refrain from using naked flame, discarding waste or placing heavy or harmful objects on the floating platforms or any other Leisure Port facilities.
- i) - Users shall not carry out repairs on the outside of their yachts while docked on water without specific APS authorisation. They shall also refrain from using floating platforms as a support for repairs.

- j) - Users shall not use mooring systems employing shackles or other metal parts to connect to the cleats.
- k) - Users shall not affix or attach objects or equipment to the platforms.
- l) - Yachts shall not navigate at a speed of more than three knots within the Leisure Port confines or while entering or leaving the Leisure Port so as not to make waves that may put the safety and well-being of other users at risk.
- m) - Users shall not discharge or deposit oils, waste materials or any other object outside the proper recipients on the piers and docks or within the Leisure Port confines.
- n) - Users shall not wash any objects or spill water or any other substances on the floating platforms.
- o) - Users shall not test motors or carry out any work inside their yachts that may disturb fellow users between 8.00 p.m. and 9.00 a.m.
- p) - Users shall guarantee at all times free access to locations with cranes, tide barriers, ramps and fuel pumps and their surroundings so as to not cause obstruction or increase operating risks.
- q) - Yachts shall not dock in the waiting dock for more time than is absolutely necessary.
- r) - Users shall connect to electrical power supply terminals using only the plugs indicated by the APS.
- s) - The circulation of vehicles on the floating piers is prohibited.
- t) - Bathing in the Leisure Port water is prohibited.
- u) - Fishing is prohibited within the Leisure Port confines.
- v) - Domestic pets are not allowed on the piers; the presence of pets in the Leisure Port must not disturb other users.
- x) - Users may not carry out any commercial activity without the express authorisation of the APS.
- y) - Users shall park their vehicles in designated parking areas only.
- z) Inform the Leisure Port of all and any change specially ownership, register number and name of the boat, owner or his representative, address and contacts.

CHAPTER V COMPLAINTS AND SUGGESTIONS

Article 28 Customer service

The users may make complaints or suggestions orally or in writing on the services provided, the condition of the facilities or any other matters of interest for the good operation of the Leisure Port. A Complaints Book is available for this purpose in the Leisure Port reception.

CHAPTER VI ENTRY INTO FORCE

Article 29 Entry into force

This version of the Rules and Regulations enters into force on 1st January 2015 and is available for consultation in the Leisure Port reception and on the APS website.