



REGULATIONS OF THE YACHT PARK MARINA

General provisions

§1

1. The regulations specify the rules and conditions for using the marina Marina Yacht Park in Gdynia.
2. The Regulations apply to all persons intending to use it or using the Yacht Park Marina in Gdynia, including those staying at her area.

§2

The definitions used in the Regulations mean:

1. Marina Yacht Park - the area of the Gdynia Sea Port in the Presidential Basin, located between the Pier Presidenta, Pier Kutrowe and Pirs I quays, with the Marina Office building located on Pier I.
2. Marina Operator - "Dalmor Property Management" Sp. z o. o. based in Gdynia, at ul. Hryniewickiego 10, 81-340 Gdynia, registered in the register of entrepreneurs of the National Court Register by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division KRS under KRS number 0000562787, NIP 586-22-98-023, share capital – PLN 500,000 (covered in full)
3. Marina staff - Manager, Harbourmaster and persons subordinated to them employed by the Marina Operator.
4. Floating unit – floating devices approved for navigation sea in the waters of the Republic of Poland, in accordance with applicable regulations regulations.
5. Crew members - persons staying on the Vessel.
6. Boatswain's Office - a building with offices and sanitary facilities Marina Yacht Park.
7. User - a person staying on the premises of the Marina Yacht Park or using it for any purpose.
8. Tenant - a natural person, legal person or organizational unit having legal personality and using the infrastructure of Marina Yacht Park under the Stay Agreement, in particular the mooring Unit a floating vessel of which he is the owner or possessor, including its shipowner.
9. Declaration of Parking – Reservation: an information document with the same name, in the form of a form, signed only by the future Tenant, by which the future Lessee notifies the intention to moor the Vessel in the Marina Yacht Park, containing information about the Vessel, time and and other data necessary to conclude the Parking Agreement.
10. Parking Agreement - an agreement for the parking of the Vessel concluded between: the Tenant and the Marina Operator in the manner and on the terms provided for Regulations and Price List of Marina Yacht Park and its document confirming.
11. Marina Yacht Park Price List - applicable fee rates for the Unit's stay floating in the Yacht Park Marina and for using the services provided therein services, as well as other related conditions of stay. 12. Regulations - these Regulations of the Marina Yacht Park.
12. Terms and Conditions - these Regulations of Marina Yacht Park.

§3

1. The Marina Operator has the legal title to dispose of the Marina area Yacht Park.
2. Marina Yacht Park is equipped with access to energy consumption points electricity and water, has sanitary infrastructure, i.e. showers, toilets, laundry and sewage collection point.

§4

1. Upon conclusion of the Stay Agreement by the Tenant and the Marina Operator and after the Tenant has made the payment, an agreement is concluded between the Tenant and The marina operator is the contract for the berthing of the vessel on terms and conditions provided for in the Agreement, Regulations and Price List of Marina Yacht Park. The Tenant undertakes to use the berth of the Vessel under the conditions arising from the Standby Agreement and the Regulations.
2. By signing the Standby Agreement, the Tenant thus confirms that the place the vessel is in a condition consistent with its objectives Tenants.

Rules of Parking at the Yacht Park Marina

§5

1. Marina Yacht Park accepts vessels with a draft of up to 7.5 m.
2. Entering the vessel into the Yacht Park Marina and entering it to its premises constitutes acceptance of the Regulations and Price List of Marina Yacht Park.
3. Crew members of vessels using the Yacht Marina The Park are obliged to notify the Marina Staff of their intention inputs and outputs of the vessel using a VHF radiotelephone (channel 12) or tel. 78 555 7777 and follow the instructions of the Marina Staff.
4. The berth in the Yacht Park Marina is designated by the Marina Staff. Crew members of the vessel are obliged to comply designated mooring area.
5. A floating unit cannot obstruct the parking of other units floating and take up more mooring space than required from the parking fee paid.
6. Places designated for floating units are not permanent places. On instructions from Marina Staff Crew members may be required to moving the Vessel to another designated berth. IN in the absence of contact with the Crew Members of the Vessel or their failure to comply with the instructions of the Marina Staff, Staff Mariny may make a substitute transfer of the Vessel to another berth in the Marina Yacht Park.
7. During the absence of the Vessel in the Yacht Park Marina during the period parking space paid for by the Tenant in the covered parking space The Marina Operator is entitled to the parking agreement concluded by the Tenant to make such a parking space available to other Units.
8. The Marina staff has the right to refuse to accept the Vessel Marina Yacht Park.
9. The Tenant is obliged to inform the Marina Staff about this fact crew members leaving the vessel for a period longer than 24 hours and leave a duplicate key at the Boatswain's Office unit, which can be used by the Harbourmaster in the event of a threat. All consequences of failure to fulfill the above obligation shall be borne by you the Tenant without the Tenant's right to any claims against the Operator.
10. Crew members of the vessel arriving from outside the zone country Schengen should adapt to the applicable regulations in this regard regulations and stay in the Yacht Park Marina until check-in by relevant services, including the Border Guard and Customs Service.

Declaration of Parking – Reservation

§6

If the date of conclusion expected by the future Tenant The Standby Agreement is to expire in the period from November 1 of a given year to on April 30 of the following year, the conclusion of the Standby Agreement is required prior submission of the Declaration to the Marina Operator by the future Tenant stopover - Reservation. Based on the Declaration of Parking - Reservation then it is Standby Agreement is prepared and concluded.

Parking Agreement

§7.

1. The berthing of the vessel requires the conclusion of a Standby Agreement (Agreement Parking - Transit or Parking Agreement - Resident) and paying the full amount fees in accordance with the Marina Yacht Park Price List and the Regulations, as also requires submission to the Marina Operator upon request registration documents of the Vessel.
2. A tenant who fails to make payment for parking (including prepayment or additional fee for extended parking) or refuses or does not sign - is obliged to leave the Parking Agreement immediately Marina Yacht Park by a vessel, with the possibility of re-entry call at the Yacht Park Marina after paying any outstanding fees receivables and compliance with the provisions of the Regulations.
3. By signing the Parking Agreement, the Tenant confirms that he has read the Regulations and Price List of Marina Yacht Park.

Stopping time

§ 8.

1. The parking agreement is concluded for a definite period of time, which is indicated therein.
2. The Marina Operator reserves the right to terminate the Parking Agreement in the immediate effect if the Tenant is in arrears with the fees due or uses a parking space in a manner inconsistent with the Regulations or in any other way violates the Terms and Conditions.
3. The Marina Operator is entitled to denounce the Agreement with immediate effect of 14 days, under the following exceptional circumstances:
 - the need to carry out renovation works in the MarinaYacht Park, the failure to carry out will give rise to an unlawful state of affairs or will endanger the life or health of Users or will be jeopardize the operation of the Marina Yacht Park in whole or in part,
 - if it is necessary to remove the failure, which prevents the use of parking place, according to Parking Agreement or to §5 para. 6 of Regulation, and when the Marina Operator is unable to provide the Tenant with another parking space in the Yacht Park Marina
4. In order to extend the stay of the Vessel, the Tenant must first agree on the place of stay with the Marina Staff, and also conclude a Parking Agreement and pay the parking fee based on this - in accordance with the Regulations. It is also to settle any existing receivables of the Marina Operator for the use of the Yacht Park Marina.

§ 9.

1. The Tenant is obliged to remove the vessels from the area of the Marina Yacht Park after expiry or the termination of the Parking period contract.
2. After the termination of the Parking period contract the Tennant is obliged to return the parking space in a non-deteriorated condition and cleaned
3. If the Tenant fails to remove the Vessel, the Marina Operator has the right to remove the Vessel from the berth - at the Tenant's expense and risk. This includes handing over the Vessel to an appropriate entity for safekeeping. The Tenant will be issued with documents authorizing him to collect the Vessel, including from the safekeeper, which will only take place after the Marina Operator has been reimbursed for the costs of removing the Vessel, including putting it into storage, and paying other receivables of the Marina Operator.
4. If the Vessel remains in the Yacht Park Marina without the required legal title, the Tenant is obliged to pay remuneration for non-contractual use of the parking space in the amount of 200% (two hundred percent) of the applicable basic daily rate (without discounts) specified in the Marina Yacht Park Price List.

Fees and payments

§ 10.

1. Amount and payment rules fee for:

- parking of the Vessels in the Yacht Park Marina (parking fee),
- electricity consumption,
- drinking water,
- use of sanitary infrastructure (toilets, showers, laundry),
- use from a sewage collection point,

is regulated by the Marina Yacht Park Price List, which is an integral part of the Terms and Conditions.

2. The rates of fees indicated in the Price List of Marina Yacht Park are in the gross amount, including VAT in the amount in force on the date of introduction of the Price List. In the event of a change in VAT rates during the vessel's berth, they apply to the Lessee from the moment of the obligation to apply them by the Marina Operator, without the need to amend the Parking Agreement. In this respect, the necessary corrective actions will be taken covering the period of validity of the new VAT rates.
3. The mooring day of the Vessel in the Marina Yacht Park is counted from 12:00 p.m. on a given day to 12:00 p.m. on the next day.
4. The fee for the berth of the Vessel due for the declared time of its berth shall be paid in advance before the berth is handed over in accordance with the Regulations.
5. If the Parking Agreement is concluded between January 01 of a given year and March 31 of the same year for a later period, it is possible to make the parking fee in two parts: 5,000.00 (five thousand zlotys) payable within 14 (fourteen) days from the date of conclusion of the Parking Agreement indicated therein, while the remaining amount is to be paid before the initial term for which the Parking Agreement was concluded and thus before the transfer of the parking space in Yacht Park Marina to the Lessee. In the situation described in the first sentence and if the Renter makes use of the payment of the parking fee in parts, the payment of the first part of the fee has the meaning that if the Renter does not pay the remaining part of the parking fee within the period provided for in the Parking Agreement, the first part of the parking fee paid by the Renter is treated as a reservation fee and as non-refundable is forfeited to the Marina Operator, and the Parking Agreement is terminated without the need for any additional declaration by the parties thereto.
6. Payment of fees can be made by cash, credit card, credit card or online transfer (upon presentation of a transfer confirmation).
7. When paying by debit, credit, prepaid cards, preauthorization transaction, preauthorization completion, the Renter agrees that the transaction may be made without the physical participation of the card at Yacht Park Marina. Such transactions may only include additional charges not covered by the parking fee paid: extended parking, failure to return the Access Card, etc.
8. The Tenant authorizes the Marina Operator to issue VAT invoices without the signature of the recipient. The Hirer declares that the Hirer agrees that the Marina Operator may issue VAT invoices, corrections to VAT invoices and their duplicates in electronic form (in PDF format) and send them to the Hirer at the email address indicated by the Hirer in the Parking Agreement via email in accordance with the provisions of the Law of March 11, 2004 on Value Added Tax (Journal of Laws of 2016, item 710, as amended). The Lessee declares that the proper address for sending VAT invoices, corrections of VAT invoices and their duplicates is the address specified in the Declaration of Parking. In the event that formal or technical obstacles prevent the issuance and transmission of VAT invoices, corrections of VAT invoices and their duplicates in electronic form then they will be sent in paper form.

9. When paying all fees resulting from the Price List of Marina Yacht Park, the Lessee undertakes to provide the number of the Parking Agreement or the number of the invoice to which the payment relates.

§11.

1. In the event of a change in the Yacht Park Marina Regulations or fees resulting from a change in the Yacht Park Marina Price List, the Marina Operator shall notify the Tenant in writing or via e-mail of the new content of the Yacht Park Marina Regulations or the Yacht Park Marina Price List, respectively. The amended Yacht Park Marina Regulations or Yacht Park Marina Price List shall be effective for the Tenant as of the first day of the month following the month in which the Renter received notification of the amended Yacht Park Marina Regulations or Yacht Park Marina Price List.
2. In the event of receiving the notification referred to in paragraph 1, the Tenant may terminate the Parking Agreement with one month's notice. The Tenant's notice of termination should be submitted to the Marina Operator in writing or via e-mail within 14 (fourteen) days of receipt of the notification of the change in the Terms and Conditions or the new amount of the fee. If no notice is given within the time limit, paragraph 1 shall apply.

Housekeeping rules

§12.

1. Duties of Tenants, Crew Members and other Users in the Marina Yacht Park:
 - a. watercraft should run on the engine at a maximum speed of 3 (three) knots (kn);
 - b. manoeuvring the Vessel only with the consent of the Marina Staff;
 - c. proper mooring of the Vessel and maintenance on it security and order;
 - d. use the Craft in such a way as not to interfere with the safety and order in the Marina Yacht Park;
 - e. keeping the Vessels and their places clean Mooring;
 - f. use of the infrastructure of the Marina Yacht Park in accordance with its intended use;
 - g. Throwing segregated waste into places where it is possible to Intended;
 - h. not disturbing the peace of other Users of Marina Yacht Park;
 - i. compliance with generally applicable legal rules, including fire safety regulations and environmental protection.
2. On the Yacht Park Marina, manoeuvring training may be conducted on Vessels with a minimum stay of 5 days, with prior notification and written or e-mail consent of the Marina Staff.
3. Responsibilities of the Marina Operator:
 - a. providing prepared parking spaces;
 - b. issuance of a code or an Access Card entitling to enter the piers of the Marina Yacht Park and use its services in accordance with the fee paid by the Lessee;
 - c. enabling the Users of the Yacht Park Marina to consume electricity for a fee;
 - d. allowing the use of showers and laundry facilities for a fee;
 - e. provision of a waste collection site;
 - f. providing a point for paid sewage collection.
4. Within the Marina Yacht Park it is prohibited to:
 - a. dragging anchors;
 - b. using loud sound signals without justifiable reason or in violation of the rules of navigation;
 - c. producing high waves;
 - d. use of open flames;
 - e. performing deck work on the Craft that may pollute the environment or create hazardous situations for other Craft;
 - f. refueling;
 - g. to store any flammable, explosive, hazardous to human health or any other material prohibited by law;
 - h. to carry out repair works on the vessels without written or e-mail approval of Marina's personnel;

- i. use the Marina Yacht Park facilities and equipment contrary to their intended use;
 - j. drinking alcohol and using substances of similar effect;
 - k. swimming and diving;
 - l. fishing;
 - m. throwing chemical packages considered harmful to the environment into containers not intended for this purpose;
 - n. throwing garbage or littering into the water.
5. Waste that is hazardous or considered harmful to the environment (technical oils, gas, solvents, paints, flammable materials, disinfectants) is obliged to be disposed of by the Tenants on their own.
 6. The Tenant is obliged to notify the Marina Staff about any damage and destruction occurring in the infrastructure of the Marina Yacht Park.
 7. Quiet hours apply at the Marina Yacht Park from 10 p.m. to 6 a.m.
 8. There is a sewage collection point from floating units in the Marina Yacht Park.

§13.

If, during the stay of the Vessel, it turns out that repairs are required at the place of stay, to which the Marina Operator is obliged, the Lessee must immediately notify the Marina Operator, under pain of liability for any damage resulting from the delay in notification.

§14.

Without the written or e-mail consent of the Marina Operator, the Tenant may not conduct business activities in the Yacht Park Marina or install any types of structures, devices, installations, advertisements, neon signs, banners, information inscriptions, satellite antennas or use technical shafts for the purpose of installation, e.g. cables.

The Lessee shall be responsible for any damage caused on the premises of Marina Yacht Park due to his fault, as well as the fault of other persons acting on his order or on his behalf.

§15.

The Tenant shall be responsible for any damage caused on the premises of Marina Yacht Park due to his fault, as well as the fault of other persons acting on his order or on his behalf.

Najemca odpowiedzialny jest za wszelkie szkody powstałe na terenie Mariny Yacht Park z jego winy, a także winy innych osób działających na jego zlecenie lub na jego rzecz.

Conducting business on the premises of Marina Yacht Park

§16.

1. Conducting any business activity on the premises of Yacht Park Marina, displaying advertisements, etc., requires the written or e-mail prior consent of the Marina Operator specifying the technical and financial conditions for conducting such activity, including setting fees higher than those in the Yacht Park Marina Price List. The above consent and related arrangements may be covered, at the expressed expectation of the Marina Operator, in the form of a separate written agreement with either the Tenant or other User.
2. If the Marina Operator expresses consent to conduct business activity, the Tenant or other User is obliged to apply the Regulations in their entirety, unless the Marina Operator's consent contains different regulations or additional regulations not covered by the Regulations.
3. The Tenant, at his own expense and risk, undertakes to obtain, before starting a given business activity in the Yacht Park Marina, all permits, permits or consents or to submit appropriate notifications necessary to conduct it, as well as to adapt the Yacht Park Marina, to the necessary extent and in accordance with with the conditions set by the Marina Operator, for such purpose and the activity conducted by the Tenant or other User.
4. The Tenant or other User is obliged to conduct business activities in a way that is not burdensome to the surroundings and so as not to expose themselves or the Marina Operator to justified claims or complaints from third parties, in particular other Users of the Yacht Park Marina. The Tenant or other

User is obliged to resolve on his own any justified complaints regarding his business and undertakes to bear the resulting consequences.

5. The tenant or other User is obliged to conclude a contract of third party liability (OC) insurance for his/her business activity on the premises of Yacht Park Marina and present to the Marina Operator on the day of handing over the place made available for business activity a document confirming the conclusion of such a contract, together with proof of payment of premiums.
6. The Tenant or other User shall be obliged to maintain the continuity of the insurance contract referred to in paragraph 5 and present, at any request of the Marina Operator, a document confirming the conclusion of such insurance contract, together with proof of payment of premiums.
7. The guaranteed sum specified in the insurance contract referred to in section 5 in relation to one event and to all events the consequences of which are covered by the third party liability insurance contract may not be lower than PLN 50,0000.00 (fifty thousand).

Final Provisions

§17.

1. Vessels using Marina Yacht Park should be covered by the current third party liability and accident insurance policy of their owners or holders. It is recommended to insure your Vessels against theft.
2. The Tenant, members and users are solely responsible for the technical condition of the Vessel, the method of mooring it and its division in various conditions. It is recommended to keep watches on vessels .
3. All persons staying in the Yacht Park Marina are obliged to comply with the Regulations and instructions issued by the Marina Staff. Failure to comply with the Regulations by the Tenant, Crew Members and Users is the basis for the Marina Staff to demand immediate cessation of violations and removal of their effects, for these persons and the Vessel to leave the Yacht Park Marina, and also gives rise to the liability of these persons towards the Marina Operator.

§18.

The Tenant consents to the Marina Operator taking photos, films and other promotional materials of Marina Yacht Park with the participation of the Vessel, as well as free use of such materials in any form and in any manner for marketing purposes of Marina Yacht Park and the Marina Operator, as well as capital-related companies. directly and indirectly with the Marina Operator within the Capital Group of Polski Holding Nieruchomości S.A. in Warsaw.

§19.

If the Marina Operator consents to the Tenant or another User conducting business activity in the Yacht Park Marina, the terms and conditions of such lease and such activity as well as the arrangements of the Tenant or other User and the Marina Operator in this respect constitute a commercial secret. The Marina Operator and the Tenant or other User undertake to maintain confidentiality and not to disclose to third parties any trade secrets or any information obtained from the other party in the course of negotiating these terms and arrangements, subject to the requirements arising from applicable legal provisions. In the above respect, the conditions and arrangements are confidential and constitute a secret protected by law, in particular the Act on Combating Unfair Competition. The Tenant or other User and the Marina Operator undertake to keep the content of these conditions and arrangements confidential for the period of stay of the Vessel, as well as for a period of 2 years after its end, and not to disclose the content of these conditions and arrangements to third parties, provided that The Marina Operator is released from the above-described obligation in relation to its legal and financial advisors, as well as in relation to companies with capital links directly and indirectly with the Marina Operator within the Capital Group of Polski Holding Nieruchomości S.A.

§20

1. The Marina Operator and the Tenant or other User (hereinafter collectively referred to as the **Parties** and each separately as a **Party**) declare that in connection with the performance of the Stay Agreement and the agreement referred to in §16 section 1 of the Regulations, as well as when using the Marina Yacht Park in any other form, it will exercise due diligence and comply with all legal provisions applicable to the Parties regarding counteracting corruption, both directly and acting through controlled or related business entities of the Parties.

2. Each Party further certifies that in connection with the performance of the Berth Agreement and the agreement referred to in §16.1 of the Terms and Conditions and in using Marina Yacht Park in any other form, it shall comply with all requirements and internal regulations applicable to the Parties with respect to standards of ethical conduct, anti-corruption, lawful accounting of transactions, costs and expenses, conflicts of interest, giving and accepting gifts, and anonymous reporting and clarification of irregularities, whether directly or acting through controlled or related business entities of the Parties.
3. The Parties ensure that in connection with the conclusion and implementation of the Standby Agreement and the agreement referred to §16 section 1 of the Regulations and by using Marina Yacht Park in any other form, neither of the Parties, nor any of their owners, shareholders, management board members, directors, employees, subcontractors, or any other person acting on their behalf, made or has not offered or promised to make or authorized, and will not make, propose or promise to make or authorize to make, any payment or other transfer constituting a financial or other benefit or any other benefit directly or indirectly to any of the following:
 - no officer, director, employee or agent of the Party or any controlled or affiliated business entity of the Parties,
 - no person performing a public function,
 - any political party, member of a political party, or candidate for public office;
 - to any agent or intermediary in exchange for the payment of anyone of the aforementioned; nor
 - nor any other person or entity - for the purpose of obtaining their decision, influence or actions that may result in any unlawful favor or for any other improper purpose purpose, if such action violates or or would violate anti-corruption laws.
4. The Parties shall immediately inform each other of any violation of the provisions of this paragraph. Upon written request of either Party, the other Party shall provide information and answer reasonable questions of the other Party concerning the performance of this Agreement in accordance with the provisions of this paragraph.
5. In order to duly perform the obligation referred to above, each Party certifies that during the period of performance of the Parking Agreement and the agreement referred to in §16.1 of the Terms and Conditions, as well as when using the Yacht Park Marina in any other form, it shall provide any person acting in good faith with the opportunity to report irregularities anonymously through the anonymous whistleblower system located on the website www.phnsa.pl tab "PHN Group - Compliance - Contact us - Reporting violations".
6. The parties acknowledge that violation of the anti-corruption clause by one of them, entitles the other to terminate the berthing agreement and the agreement referred to in §16 paragraph 1 of the Regulations without notice and also prevents the use of the Yacht Park Marina in any other form.

§21.

1. **Contact of the Marina Operator/ Mariny Yacht Park:** Tel. - **78 555 7777**; e-mail: **office@marinayachtpark.pl**.
2. **Contact of Marina Operator:** address - Gdynia ul. Hryniewickiego 10; Tel. - **58 627 62 00**; e-mail: **dalmor@dalmor.pl**
3. Any agreement on the use of the parking space between the Marina Operator and the Tennant for its validity shall be made only in writing or by e-mail (telephone correspondence and sms or other communicators do not constitute such a form).
4. In matters not covered by the Regulations, the applicable provisions of law shall apply, including international regulations on the prevention of pollution at sea – Marpol Convention 73/78, Helsinki

Convention 74, Order Management of the Director of the Maritime Office in Gdynia and the Harbour Master's Office and the Boatswain's Office of the Port of Gdynia, Port Regulations and other order regulations issued on the basis of Article 48 of the Act of 21 March 1991 on the Maritime Areas of the Republic of Poland and Maritime Administration.

5. All disputes concerning the mooring of Yacht Vessels in the Marina Yacht Park and its use by Lessees, Crew Members and other Users shall be considered by the court competent for the Marina Operator.
6. Amendments to the Parking Agreement and the agreement referred to in § 16.1 of the Terms and Conditions shall be made in the manner provided for the amendment of the Regulations described in § 11 of the Terms and Conditions or in writing outside this procedure.
7. All correspondence (by courier or by Polish post) between the Lessee and the Marina Operator shall be sent to the addresses indicated in the Parking Agreement (Lessee) and in the Terms and Conditions (Marina Operator). The Lessee and the Marina Operator are obliged to notify each other of any change of address. A letter sent to the last known address is deemed to have been served.

§22.

1. The administrator of the personal data of Tenants, Crew Members, Users and all persons indicated by them is Dalmor Property Management Sp. z o.o. in Gdynia.
2. With regard to the exercise of your rights, please contact the data controller at the following address: **rodo@dalmor.pl**.
3. The personal data of the persons referred to in paragraph 1 will be processed for the purpose of the performance of the Parking Agreement or the agreement referred to in § 16 section 1 of the Terms and Conditions (pursuant to Article 6 (1) (b) of the General Data Protection Regulation 2016/679 – GDPR) and possible pursuit of claims arising therefrom (Article 6 (1) (f) of the GDPR).
4. The personal data of the persons referred to in paragraph 1 shall be processed for the period of the Yacht Park's stay in the Marina and its use by the Lessees, Crew Members and other Users, and after its completion for the period specified in the special regulations, including the period entitling to pursue claims and the period of storage required by the control authorities.
5. The persons referred to in paragraph 1 have the right to request access to their personal data, rectification, deletion or restriction of processing and the right to lodge a complaint with the President of the Office for Personal Data Protection if they believe that the Data Controller has violated the provisions on the protection of personal data.
6. Personal data will not be processed in an automated manner, including profiling..
7. The Lessee, Crew Members and other Users acknowledge that their personal data will be processed for the purpose of performing the Vessel Parking Agreement or the agreement referred to in § 16 section 1 of the Terms and Conditions and the Terms and Conditions. The provision of personal data is voluntary, but it is a condition enabling the conclusion of these Agreements.
8. Marina Yacht Park is covered by a video surveillance system. Upon entering the Marina Yacht Park, the Lessee, Crew Members and other Users agree to the operation of this system with their participation, including the recording of their image on the terms provided for below:
 - a. The administrator of the video surveillance system is DALMOR Property Management Sp. z o.o. with its registered office in Gdynia.
 - b. Video surveillance at Marina Yacht Park is used to protect people and property, as well as to pursue possible claims and ensure an appropriate level of physical security, facilities and systems in which information is processed and where devices for its processing are stored.
 - c. Personal data is processed on the basis of Article 6(1)(f) of the General Data Protection Regulation of 27 April 2016, the so-called legitimate interest of the Administrator.
 - d. CCTV recordings are stored for a period of 1 month and then deleted. Only the image (without sound) is recorded and stored on the medium.
 - e. CCTV recordings can be made available to authorized public administration bodies, e.g. the Police.

- f. A person registered by the video surveillance system has the right to request access to personal data, rectify (correct), transfer, delete, limit processing, object to processing and lodge a complaint with the President of the Office for Personal Data Protection if they believe that the data is being processed in violation of the law.
- g. Personal data will not be processed in an automated manner, including profiling.
- h. Personal data will not be transferred to a third country.
- i. Within the scope of exercising your rights, please contact the Administrator at the following e-mail address: rodo@dalmor.pl.

§23.

In the event of any discrepancy between the content of the Parking Agreement and the Declaration of Parking – Reservation or the Terms and Conditions or Price List of Marina Yacht Park, the content of the Parking Agreement shall be binding.