



# MARINA YACHT PARK - TERMS OF USE

## §1. General Provisions

1. These terms of use define the rules for the use of Marina Yacht Park in Gdynia.
2. It shall apply to all persons staying at the Marina Yacht Park.

## §2. Definitions

Terms used hereby shall mean:

1. Marina Yacht Park — the area of the Port of Gdynia in the President's Basin, located between the President Quay, Kutrowe Quay and Pier No.1 with the harbor master's office located on Pier 1.
2. Marina's Operator — "Dalmor Property Management" Sp. z o.o. with its registered office in Gdynia, at ul. Hryniewickiego 10, 81-340 in Gdynia, listed in the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division under KRS (National Court Register) no. 0000562787, NIP (taxpayer ID) no. 586-22-98-023, with a share capital of PLN 5,000 (paid in full).
3. Marina's Personnel — Manager, Boatswain and their subordinates employed by the Operator.
4. Vessel — floating equipment allowed for maritime navigation in the waters of the Republic of Poland, in accordance with applicable regulations.
5. Crew Members — persons staying on the vessel.
6. Harbor Master's Office — a building in which offices and sanitary facilities are located.
7. User — a person staying in the Marina or using it for any purpose.
8. Tenant — a natural person, legal entity or organizational unit without legal personality using the Marina's infrastructure on the basis of a Mooring Declaration or another concluded agreement, in particular the owner or holder of the vessel being moored.
9. Terms of Use — these Marina regulations.
10. Mooring Declaration — booking a mooring space or another service available at the Marina, which is filled by the owner or holder of the watercraft.

**§3.**

**The rules of mooring in the Marina**

1. Marina accepts vessels with a draft of up to 7.5m and a LoA of up to 15m.
2. Entering the Marina by the vessel as well as entering the premises of the Marina means accepting the Terms of Use.
3. Members of the vessel crew using the Marina are obliged to notify Marina's Personnel about the intention of entering or leaving the Marina by the vessel using the VHF radiotelephone (channel 12) or phone number: 78 555 7777 and to follow the instructions of the Marina Personnel.
4. The Marina's Personnel shall designate the mooring space. Crew Members of the vessel shall comply with the designated mooring spaces.
5. A vessel shall not impede the mooring of other vessels and occupy more space for mooring than apparent from the payment made.
6. Mooring spaces designated for vessels are not permanent. At the request of the Marina Personnel, the crew may be required to move the vessel to another designated mooring space.
7. In the event of lack of contact with the crew or failure to follow the instructions, the Marina Personnel may perform a substitute transfer of the vessel to another mooring space.
8. It is forbidden to sub-rent a vessel's parking space as well as give it up for use on the basis of any legal title.
9. Marina's Personnel have the right to refuse to accept a vessel to the Marina if its technical condition raises concerns due to the threat of environmental pollution or constitutes a threat to other Users.
10. The tenant shall inform the Marina's Personnel about the fact that the crew has left the vessel for a period longer than 24 hours and leave a duplicate key to the vessel in the Harbor Master's Office, which can be used by the Boatswain in the event of danger. All consequences of omitting the above obligation shall be borne by the Tenant without the Tenant's right to any claims against the Operator.

**§4.**

**Mooring Declaration**

1. The mooring of the vessel requires completion, signing and submission of the Mooring Declaration to the Operator and submitting any other documents upon Operator's request.
2. The vessel of which Tenant does not make a payment for mooring (prepayment or additional fee for a prolonged mooring) or refuses or fails to submit the Mooring Declaration shall be requested by the Marina Operator to immediately leave the Marina with a ban for re-entering.

## **§5. Payments**

1. The amount and rules of charging for:
  - mooring in the Marina,
  - electricity consumption,
  - drinking water,
  - use of sanitary infrastructure (toilets, showers, laundry),
  - use of sewage collection point, are regulated by the Marina Yacht Park price list, provided by the Marina Personnel and on the Marina's website ([www.marinayachtpark.pl](http://www.marinayachtpark.pl)) and on the Marina Yacht Park website on Facebook constituting an integral part of the Terms of Use.
2. Fees for a mooring space for a declared time of vessel mooring shall be paid in the form of a prepayment.
3. When paying with credit cards, pre-paid cards, pre-authorization cards and pre-authorization transaction, the Tenant agrees to make a transaction without physical participation of the card at the Marina. Such transactions may only include unpaid additional fees not included in the payment made for: extended mooring, failure to return the Access Card.
4. In the event that the vessel is moored for a longer period than declared, Tenant shall pay the additional fee immediately after the declared mooring time.

## **§6 Order rules**

1. Duties of Tenants, Crew Members and other Marina Users:
  - a) vessels should use engine with a maximum speed of 3 (three) knots (kn);
  - b) maneuvering the vessel shall take place only with the consent of the Marina Personnel;
  - c) proper mooring and maintaining safety and order in the area of the vessel being used;
  - d) the use of vessels in such a way as not to interfere with the safety and order in the Marina;
  - e) keeping the vessels and space of their mooring clean;
  - f) using the Marina's infrastructure in accordance with its purpose;
  - g) disposing of segregated waste in places designated for that purpose;
  - h) not disturbing the peace of other Marina Users;
  - i) complying with generally applicable laws, including fire and environmental protection regulations.
2. Obligations of the Marina Operator:
  - a) provision of prepared mooring spaces;
  - b) issuance of the Access Card entitling to enter the Marina and use the services in accordance with the payment made;
  - c) enabling Marina users to use electricity after payment;
  - d) enabling the use of showers and laundry facilities after payment;
  - e) providing a waste collection point;
  - f) providing a payable point for sewage collection

3. In the Marina, it is forbidden to:
  - a) drag anchors;
  - b) use loud audible signals;
  - c) produce high waves;
  - d) use open fire;
  - e) carry out on-board works on the vessels that may contaminate the natural environment or create situations that are dangerous for other units;
  - f) refuel;
  - g) store any materials that are inflammable, explosive or hazardous for human health or any other materials the possession of which is prohibited by law;
  - h) carry out repair works on vessels;
  - i) put up any constructions, equipment, advertisements or information materials without the consent of the Marina Operator;
  - j) use Marina's equipment and accessories contrary to their intended purpose;
  - k) drink alcohol or use similar substances;
  - l) bathe or dive;
  - m) fish;
  - n) throw away packaging of chemicals considered harmful to the environment to containers other than special containers;
  - o) throw away garbage and pour waste into the water.
4. The Tenant shall notify the Marina Personnel about any damages or destruction caused to the Marina's infrastructure.
5. Quiet hours are in force from 10:00 p.m. to 6:00 a.m. in the Marina.
6. Waste hazardous or deemed to be harmful to the environment (technical oils, gas, solvents, paints, combustible materials, disinfectants) shall be disposed of by Tenants themselves.
7. There is a collection points of sewage from vessels in the Marina.
8. The operation of any business activity in the Marina, displaying advertisements, etc. requires a prior written consent of the Marina Operator and conclusion of an agreement specifying the technical and financial conditions.

## **§7** **Final Provisions**

1. Vessels using the Marina shall be covered by the current third party liability and accident insurance policies of their owners or holders. It is recommended to insure yachts against theft.
2. The owner or holder of the vessel and its crew are solely responsible for the technical condition of the vessel, its mooring and protection in various weather conditions. It is recommended to keep watch on vessels.
3. All persons staying in the Marina are obliged to comply with the Terms of Use and instructions of the Marina Personnel. Not complying with the Terms of Use by the Tenant, Crew Members and Users is the basis for requesting by the Marina Personnel the immediate cessation of breaches and removal of their consequences, and requesting those persons and the vessel to leave the Marina; it also entails liability for damages for those persons against the Operator.
4. Marina Personnel contact details:  
phone: +48 78 555 7777.  
e-mail: bosmanat@marinayachtpark.pl

5. In matters not covered by these Terms of Use, the legal provisions in force shall apply, including the International Convention for the Prevention of Pollution from Ships — MARPOL 73/78, Helsinki Convention 74, Order Ordinance of the Director of the Maritime Office in Gdynia and the Harbor Master's Office of the Port of Gdynia, Port Regulations and other order regulations issued on the basis of Article 48 of the Act of March 21, 1991 on Maritime Areas of the Republic of Poland and Maritime Administration.
6. All disputes regarding the mooring of vessels in the Marina and its use by Tenants, Crew Members and other Users will be considered by the court competent for the Marina Operator.
7. Operator contact details:  
address: Gdynia, ul. Hryniewickiego 10.  
phone: +48 58 627 62 00.  
e-mail: [dalmor@dalmor.pl](mailto:dalmor@dalmor.pl)
8. The Controller of the personal data of Tenants, Crew Members and Users as well as all persons designated by them is Dalmor Property Management Sp. z o.o.
9. In order to exercise your rights, please contact the personal data Controller via e-mail: [rodo@dalmor.pl](mailto:rodo@dalmor.pl)
10. Personal data of persons indicated in Section 8 will be processed in order to perform the Agreement (Pursuant to Article 6(1) (b) of the General Data Protection Regulation 2016/679 — GDPR) and to pursue claims arising from it (Article 6(1)(f) of GDPR).
11. Personal data of persons indicated in Section 8 will be processed for the agreement term resulting from the vessel's mooring in the Marina and its use by Tenants, Crew Members and other Users and thereafter for the period designated in the specific regulations, including the period allowing to claim compensation or the period of storage required by supervisory bodies.
12. Each person indicated in section 8 has the right to request access to and rectification or erasure of their personal data or restriction of their processing, and the right to lodge a complaint with the President of the Data Protection Office if they believe that the data Controller has violated personal data protection laws.
13. Personal data will not be processed in an automated manner and will not be profiled.
14. The Tenant, Crew Members and other Users hereby acknowledge that their personal data will be processed in order to perform the agreement to which they are a party. The provision of personal data is voluntary, but is necessary for concluding the agreement.