

Regulations for the Operation and Use of the Nova Marina Vilamoura

The operation and use of the Nova Marina Vilamoura, within a duly limited area of public water domain, in the Vilamoura harbour, was granted by Docapesca - Portos e Lotas, S.A., under a concession agreement signed on 11 August 2023, to the company Pódio Navegante, S.A.

The concession agreement was entered into following a private initiative procedure, disclosed through Notice no. VM-QU/01/2023, of 09 June 2023, published on 19.06.2023, in the Official Gazette, Series II, No. 117, Part G, Page 162, through Announcement no. 126/2023, under the provisions of paragraph a) of no. 1 of article 23 of Decree-Law no. 226-A/2007, of 31 May, authorised by resolution of 09.06.2023, of the Board of Directors.

In this capacity, Pódio Navegante, S.A. has a number of duties and powers resulting from the concession agreement, namely the private use of a portion of the public water domain, located in the Vilamoura Marina Outer Harbour, in Vilamoura, in the area of jurisdiction of the Grantor Docapesca - Portos e Lotas, S.A., for the occupation of a wet area for mooring recreational vessels and another for the installation of a support structure (deck) for a commercial area, with a total area of 116,575 sqm.

Pódio Navegante, S.A., is responsible for approving the Regulations for the Use and Operation of the Nova Marina Vilamoura, which govern all the activities that result from the support of navigation and the harbouring of recreational craft, preserving the quality of the equipment and services provided and establishing regulations for access, use, as well as permanence in the Nova Marina area.

The present Regulations are subject to the provisions contained in the Concession Agreement signed with Docapesca - Portos e Lotas, S.A., in the absence of a specific contractual or legal provision, the provisions of Law no. 58/2005, of 29 December, Decree-Law no. 226-A/2007, of 31 May, Ministerial Order no. 1450/2007, of 12 November, and other complementary legislation, the Public Contracts Code, approved by Decree-Law no. 18/2008, of 29 January, and legislation relating to harbour operations.

These Regulations were published for public consultation in the Official Gazette, 2nd series, in Notice no. 20284/2024/2, of 11 September, and obtained final approval by Docapesca - Portos e Lotas, S.A., on 31 October 2024.

Therefore,

Chapter I - Subject matter, scope and definitions

Article 1

Subject Matter

1. The operation, management and use of the Vilamoura Marina Anteport ("**Concession**") is assigned to the company Pódio Navegante, S.A., under the terms of the Concession Agreement for the Use of a Duly Limited Area of Public Water Domain, located in the Vilamoura Marina Anteport ("**Nova Marina Vilamoura**"), signed on 11 August 2023 with Docapesca - Portos e Lotas, S.A. ("**Concession Agreement**").
2. The concession area comprises a total area of 116,575.00 sqm , including a wet area for mooring recreational craft, with 115,135.00 sqm , and another for setting up a support structure (deck) for the commercial area, with 1,440.00 sqm (as delimited on the plan that forms Annex I to these Regulations) ("**Concession Area**").
3. The Concession Area also includes all infrastructures, movable and immovable property, facilities built and to be built, supplied and assembled by the Concessionaire, or by other entities duly authorised by it, in the Nova Marina Vilamoura area, provided that they are physically integrated and functionally inseparable from its operation.
4. The operation and use of Nova Marina Vilamoura is governed by the present regulations.
5. The present Regulations are subject to the provisions contained in the Concession Agreement.
6. The competences attributed to the Concessionaire by these Regulations are without prejudice to the exercise of the competences of other entities, namely the **National Maritime Authority**, the maritime authority specifically responsible for Nova Marina Vilamoura ("**Maritime Authority**"), the authority responsible for control of foreigners and borders, the customs and tax authorities, as well as the other authorities competent by reason of the matter and with jurisdiction over the Concession Area.

Article 2

Scope of application

The present Regulations apply to all parties, individuals or groups, vessels, accessory vessels, machinery, vehicles, as well as any objects or animals or other items that are in any way within the Concession Area.

Article 3

Definitions

The following are considered for the purposes of these Regulations:

- a) Concessionaire: Sociedade Pódio Navegante, S.A., holder of the Concession;
- b) Harbour Management: assigned to the management of the Concessionaire;

- c) Harbour: the marina to be located in the current Vilamoura Marina Anteport - the Nova Marina Vilamoura;
- d) Mooring Berth: the place where the vessel is moored, based on classes according to the maximum size of the vessel, in terms of length (overall) and beam, including accessories and extras;
- e) Person in Charge of the Vessel: the person in charge of the vessel, be it the owner, the holder of any right of use over the vessel or the person in command of the vessel at any given time;
- f) Mooring Berth Holder: Holder of the exclusive right to use the Mooring Berth, acquired on a temporary basis from the Concessionaire.

Chapter II - Services, operations, facilities and functioning of the Harbour

Article 4

Services

1. Only pleasure craft authorised to do so by the Concessionaire may remain in the Concession Area.
2. The authorisations referred to in the previous paragraph are always granted on a temporary basis, regardless of the framework applicable to them, in accordance with the fees in force and the conditions laid down in these regulations.
3. All services provided by the Concessionaire, including mooring vessels, are subject to availability at any given time, to be confirmed by the Harbour services.

Article 5

Period of stay and its extension

1. The mooring of vessels to the Harbour and the respective period of stay must be requested in advance by the Person in Charge of the Vessel, authorised by the Harbour services and duly contracted between the parties.
2. The daily stay of vessels is counted for a period of 24 (twenty-four) hours, starting at 12 (twelve) o'clock each day.
3. The extension of the initially contracted period of stay must be requested from the Harbour's services at least 24 (twenty-four) hours in advance.
4. The impossibility of mooring the vessel in the harbour or extending the period of stay, namely due to a lack of available mooring berths, does not entitle the Person in Charge of the Vessel to any compensation.

Article 6

Exchange of vessels

1. Whenever the Mooring Berth Holder changes vessels, the latter must request prior authorisation from the Concessionaire, at least 30 days in advance, to be able to moor the new vessel to the Mooring berth it holds.
2. For the purposes of the previous paragraph, the Mooring Berth Holder must indicate the name, country of origin or registration and dimensions of the new vessel, providing a copy of the new vessel's registration.
3. Authorisation will only be granted if the dimensions of the new vessel are compatible with those authorised for that Mooring Berth and if the Mooring Berth Holder is not in breach of any duty towards the Concessionaire at that time.
4. If the dimensions of the new vessel are not compatible with those authorised for said mooring, the exclusive right to use the mooring will automatically lapse.

Article 7

Assignment of the Mooring Berth

1. The definitive transfer of the right to use the mooring may only be made to third parties, whether for a consideration or free of charge, with the prior written authorisation of the Concessionaire.
2. The request for authorisation referred to in the previous paragraph must be duly accompanied by the name and identifying details of the assignee and, if the vessel is different from the one authorised, the name, country of origin or registration and dimensions of the new vessel, providing a copy of the new vessel's registration.
3. Authorisation must be requested at least 30 days in advance.
4. The request for authorisation mentioned in the preceding paragraphs will be rejected, among other reasons, if the dimensions of the vessel to be moored following the assignment of the right to use the mooring are incompatible with those authorised for that mooring or if the assignor and/or assignee are in breach of any duty towards the Concessionaire.
5. The temporary transfer of the right to use the mooring is not permitted.
6. When it deems it appropriate, the Concessionaire may promote the temporary assignment to third parties of the rights to use the Mooring Berths that are free for a period of more than 24 (twenty-four) hours.
7. For the purposes of the previous paragraph, the Mooring Berth Holder must inform the Harbour services as far in advance as possible of his departure and the date on which he will use the mooring berth again.

Article 8

Towage services

1. The provision of towage services within the Harbour, namely the handling of vessels, may only be carried out by the Concessionaire, or whoever it hires for the purpose, unless duly authorised by the Harbour Management.
2. Use of the towage services provided by the Concessionaire is subject to prior booking and is scheduled according to the availability of the Concessionaire and the equipment required for said purpose.
3. The Concessionaire undertakes no liability for the unavailability, for whatever reason, of towage services.
4. If, due to breakdowns or other circumstances, the towage services are temporarily unavailable, the Harbour Management must duly authorise third parties to carry out these services.

Article 9

Other services

1. The Concessionaire guarantees the supply of water and electricity and the reception of waste produced on board the vessels, charging the resulting costs to the respective users, in accordance with the fees in force under the terms of Article 18.
2. Vessel owners or their representatives must ensure that the appropriate connections are used to guarantee a safe connection of the vessel to the Harbour's water and electricity supply system.
3. Special needs regarding the supply of electricity or water to the vessel or the connection of the vessel to the harbour's supply network require prior communication to and authorisation by the Harbour Management.
4. The Concessionaire does not guarantee that the special needs mentioned in the previous paragraph will be met, and is not liable for any damage, harm or loss caused by the vessel not being connected to the Harbour's water or electricity supply system.

Chapter III - Access, stay and departure from the Harbour

Article 10

Access to the wet area

1. When accessing the wet area of the harbour, all vessels must display the Portuguese flag, in addition to the flag of their own nationality (if different) and comply with all the legal requirements applicable to recreational vessels in national territory.

2. The Person in Charge of the Vessel is solely responsible for complying with the legal requirements mentioned in the previous paragraph, and such non-compliance may not be attributed in any way to the Concessionaire.
3. Access to the quay by individuals authorised under the terms of these Regulations is provided by an automatic control system, as provided for in Article 12.
4. Vessels and persons who do not comply with the requirements of the present Regulations or the instructions given by the Harbour services and who have outstanding fees and/or services for periods of more than 60 (sixty) days are prohibited from accessing and remaining in the Concession Area.
5. Outside of the normal operating periods of the reception services, vessels that do not have a previously assigned mooring are forbidden access to the harbour, unless authorised by the harbour services.
6. Vessels that find themselves in the circumstances described in the previous paragraph must wait for the reception services to reopen, and may only access the Harbour to moor and remain moored at the reception quay until then.
7. Access to the harbour by vessels with special characteristics requires prior authorisation from the Harbour Management.

Article 11

Vessel entry formalities and manoeuvres in the wet area

1. Upon entering the harbour, all recreational craft must dock at the reception quay in order for those in charge of the vessel:
 - a) Organise their stay with the reception services;
 - b) Carry out the legally required formalities with the Maritime Authority, customs and tax authorities, authorities responsible for foreigners and border control, as well as other competent authorities, through the Harbour services;
 - c) Present all up-to-date documents requested by the Harbour services;
 - d) Present and clarify all information requested by the Harbour's services;
 - e) Indicate and keep up to date the telephone and email contact details of the Person in Charge of the Vessel or one or more representatives who can be contacted at any time to resolve any situations that may arise during the course of the activity.
2. Vessels that have a mooring under current agreement must only comply with the stipulations of the previous paragraph when legally and/or contractually required to do so, when requested to do so by the Harbour services or if they have outstanding fees to the Concessionaire.
3. Vessel manoeuvres may be assisted by harbour staff whenever convenient or necessary.
4. Violation of the provisions of paragraphs 1 and 2 is an administrative offence punishable by a fine, as provided for in Article 24.
5. The Concessionaire may refuse entry to vessels in the Harbour in the following situations:

- a) On the basis of a ban established by the competent authorities;
- b) Lack of availability of moorings for the size of the vessel during the desired period;
- c) For security reasons or when there is a proven risk of failure in the collection of fees;
- d) Exceptionally, for weighty reasons, namely those related to sporting events or maintenance or dredging work, duly notified to the Maritime Authority.

Article 12

People access

1. Access by individuals to the Concession Area and its facilities is subject to authorisation by the Concessionaire.
2. The access referred to in the previous article is granted by the Harbour Management to duly authorised persons, in accordance with the provisions defined in its own regulations.
3. The Concessionaire, regardless of the application of other sanctions provided for by law, may cancel the access authorisations granted whenever there is a breach of any applicable legal or regulatory obligations or provisions.
4. The Concessionaire also reserves the right, for duly substantiated reasons, to cancel or suspend the access authorisations granted, without such cancellation giving rise to the payment of any compensation whatsoever.
5. It is not permitted to open the pontoon doors by any means other than the access card and/or other means of access provided by the Harbour services.
6. Access to the quay is forbidden to any person who is not the Person in Charge of the Vessel or the holder of the mooring, and who has not been authorised to do so.
7. The Concessionaire reserves the right to prohibit access to the quays and other areas under its management to anyone who has previously disturbed the normal operation of the Harbour.
8. The Harbour Management may refuse access to or expel from any Concession Area anyone who is notoriously drunk or appears to be under the influence of narcotics, psychotropic substances or products with similar effects and/or who, by their behaviour, may put people and property at risk.

Article 13

Exit formalities

1. At the end of the contracted period of stay, vessels may only leave if the Person in Charge of the Vessel has:
 - a) Regularise its situation with the Harbour's services, which must be requested in advance, always taking into account the opening and closing times of the Harbour's reception;

- b) Completed all formalities with the maritime, customs and tax authorities and the authorities responsible for foreigners and border control, whenever legally required, taking into account the timetables in force;
 - c) Hand over the means of access and other materials provided by the Concessionaire.
2. The Mooring Berth Holder must inform the Harbour services in advance of the vessel's destination, course and period of absence whenever it intends to leave the Harbour with the vessel for a period of more than 24 (twenty-four) hours.
3. The Harbour Management may prevent vessels from leaving the Concession Area whenever one of the following situations occurs:
- a) Order from the competent authorities;
 - b) Non-fulfilment of duties undertaken with the Concessionaire or provided for in the Regulations, namely non-payment of sums owed to the Concessionaire by way of fees or services provided.

Chapter IV - Duties, obligations, prohibitions and responsibilities

Article 14

Duties and obligations of the Mooring Berth Holder and the Person in Charge of the Vessel

1. The Mooring Berth Holder has the duty to ensure that it is used properly, as well as the duty to comply with and ensure that the Person in Charge of the Vessel, when different from the Mooring Berth Holder, and any other person they authorise to enter the Harbour or their Vessel comply with all the provisions of these Regulations.
2. The Mooring Berth Holder is jointly and severally liable with the Person in Charge of the Vessel, when they are different parties, for compliance with all the duties and obligations of these Regulations and other applicable legislation.
3. The Mooring Berth Holder is required to make the payments stipulated for the services used in the Harbour, as well as for the use of the Mooring Berth itself, within the time limits stipulated in the Tariff Regulations, in the Price List and/or in the agreement signed with the Concessionaire.
4. The Persons in Charge of the Vessel undertake to turn up at their vessel whenever they are contacted by the Concessionaire, and the latter may do so whenever it deems it necessary.
5. In the event of non-attendance or inability to contact the Person in Charge of the Vessel, the Concessionaire's services may take any measures deemed appropriate and/or necessary in order to safeguard people and property and/or preserve the environment, it being understood that all expenses arising therefrom shall be borne by the Person in Charge of the Vessel.
6. During the entry, stay and exit of vessels in the Harbour, the Persons in Charge of the Vessel must:
 - a) Keep vessels duly legalised before the harbour services, maritime authorities, customs and other competent authorities;

- b) Keep the name and harbour of registry inscribed on the outside of the vessel in a clearly visible place;
- c) Equip vessels with adequate defence, security and emergency measures and equipment, as well as minimum hygiene conditions;
- d) Keep on-board equipment and fire-fighting equipment functional and adequate in accordance with the applicable legal standards and good practices;
- e) Be aware of emergency procedures and collaborate in preventing and tackling emergencies, within its capabilities and responsibilities;
- f) Facilitate the movement and manoeuvring of other vessels at all times, even when its vessel is moored, complying with the instructions of the harbour services;
- g) Comply with and enforce the other provisions that apply in the Concession Area and that have been duly approved by the Grantor, as well as all legally and regulatory applicable regulations and procedures;
- h) Keep vessels properly moored so that no external part protrudes from the floating quay or service channels, or impedes the free passage of people or other vessels;
- i) Keep vessels in a perfectly buoyant, moored and secure condition, paying particular attention to changes and worsening weather conditions;
- j) Keep vessels insured against the risk of civil liability for any damage they cause to third parties, including the harbour's facilities;
- k) Keep the outside of the vessel and the quay next to the mooring properly clean and tidy;
- l) Properly lock the vessels and store accessories, tools, equipment and materials that belong to it or are in its possession;
- m) Remove all materials installed on the floating quays, piles and fittings after its stay at the mooring;
- n) Take all precautions to avoid risks of any kind (including environmental risks), in particular those resulting from weather and sea conditions, the electrical installation and the vessel's engines, fire, theft or sabotage;
- o) Comply with all duties arising from any damage caused by their vessels to third parties and/or to the Harbour's facilities, undertaking to restore the situation to the state it was in at the time of the occurrence;
- p) Respect the regulations of navigation and manoeuvre so as not to endanger other vessels and installations;
- q) Comply with the instructions given to it by Harbour officials and other authorities in the performance of their duties;
- r) Accompany all parties authorised by it either on board the vessel or from the vessel to the pontoon exit, undertaking joint and several civil liability for their conduct;
- s) Respect the regulations of good neighbourliness throughout the Concession Area;

- t) Use the services available in Harbour for draining sewage and bilge water, operating according to the timetables publicised in the usual media;
 - u) Separate solid and liquid waste and transport it to the appropriate disposal sites in perfect condition and safety, not polluting the marine and land environment with grease or other fluids;
 - v) Use appropriate electrical plugs to connect to the power poles, which can be provided by the Concessionaire on payment of a deposit;
 - w) Use all the resources made available by the Concessionaire, namely water and electricity, in a rational manner, respecting the good practices applicable to minimising consumption;
 - x) Use the magnetic card and/or other means of access provided by the Concessionaire to open the access doors to the pontoons;
 - y) Report any occurrences or anomalies, including those of an environmental nature, to the services of the Harbour;
 - z) Facilitate inspection and entry into the mooring area and its own vessel by the Harbour services and the competent authorities, in particular to check compliance with the duties and obligations laid down in these Regulations and other applicable provisions and legislation.
7. For the purposes of points n) and o) of paragraph 6 of the present article, the Concessionaire has the right of retention and removal in the event that the situation is not restored in due time to the state it was in at the time of the occurrence.
8. The duties set out in this article apply to owners, crew, persons on board and visitors, suppliers, service providers or any other individuals who are authorised access on board vessels, to the Concession Area and/or to the Harbour's facilities by the owner of the vessel, the Mooring Berth Holder or the Person in Charge of the Vessel, who shall be jointly and severally liable for failure to comply with said duties.
9. Infringement of the provisions of the preceding paragraphs constitutes an administrative offence punishable by fines, as provided for in Article 24.

Article 15

Prohibitions

1. While in the wet area of the Harbour it is forbidden to:
 - a) Navigate at a speed of more than 3 knots or causing a swell that harms other users, inside the harbour and at the entrance and exit of the harbour;
 - b) Hoist the sails of vessels in the water without making a prior request and obtaining prior authorisation from the Harbour services;
 - c) Anchor or moor outside the permitted places or the place established by the agreement signed with the Concessionaire or causing any obstacles to the free manoeuvre of any vessel, namely in the access channels to the Mooring Stations;
 - d) Moor at the reception quay, beyond the time necessary for the respective operation;

- e) Occupy any Mooring Berth beyond the contracted period of stay;
 - f) Occupy any Mooring Berth that it does not own or is not authorised to use;
 - g) Moor more than one vessel per mooring;
 - h) Lay out clothes on the balcony or halyards of vessels;
 - i) Use metal components in contact with the cleats when lashing, such as chains, steel cables or shackles, or use the cleats for purposes other than lashing;
 - j) Carry out repair and maintenance work of any kind, namely sanding, painting, deburring or any other work that causes dust, debris, smoke, odours or noise, as well as welding, cutting or naked flame work on vessels or quays, unless authorised in writing by the Harbour Management;
 - k) Towing vessels within the water mirror, this operation being reserved for the Harbour services or those they appoint or authorise;
 - l) Use the vessel's sanitary facilities inside the harbour, unless they have means of containing and storing the waste water produced;
 - m) Test engines at the mooring;
 - n) Use motorised vehicles or bicycles on floating quays;
 - o) Occupy floating quays and accessories with any materials or objects, such as bicycles, ladders or platforms, tanks, support vessels, trailers, tents or others that impede free movement or increase the weight on floating materials;
 - p) Leave halyards, capes, sails or other items that could come loose;
 - q) Allow unlicensed parties to drive vessels, even if authorised by those in charge of the vessel, who will therefore be jointly responsible for damage caused to third parties and the facilities, in addition to other penalties provided for by law;
 - r) Access to the quay, except in the case of Mooring Berth Holders, users, owners or individuals in charge of vessels, as well as family members, guests and suppliers accompanied by them and authorised by the Harbour Management.
2. For the purposes of point a) of the previous paragraph, the Concessionaire may take speed measurements, using legally certified mechanisms, for the purposes of the respective administrative offence proceedings.
3. While in the Concession Area it is forbidden to:
- a) Bath, dive, swim and practice water sports of any kind or any form of fishing in the Concession Area;
 - b) Make electrical connections to terminals with plugs that are not indicated by the Concessionaire or tampering with the Harbour's electrical installation;
 - c) Use projectors, except in an emergency;
 - d) Keep domestic animals, unless it is ensured that they do not run loose or disturb users and provided that the health regulations in force are complied with at the same time;
 - e) Make fire and cooking, except in the kitchens of vessels prepared for this purpose;

- f) Make audible noises outside the vessels and on the pontoons, such as music, singing or similar, engine tests or any other type of noise that disturbs the well-being of harbour users;
 - g) Drain toilets or discharging waste or any dirty water directly into the harbour or through discharge systems or using tanks with chemical or physical treatment systems, contrary to the applicable rules on protection against maritime pollution;
 - h) Dump fuel, oil, batteries, dirt, debris or any objects, materials, substances or liquids outside the appropriate containers in the Concession Area;
 - i) Deposit waste anywhere in the Harbour, except in the containers designated for this purpose;
 - j) Wash vessels on quays or elsewhere in the Harbour, except when it is guaranteed that there is no contaminated washing water that could run into the Harbour;
 - k) Carry out any operation involving the handling of chemical products on quays or in places close to the water surface or the rainwater network, unless appropriate means of containment are used to ensure that there is no risk of water contamination.
4. Access to and navigation on the water mirror by rowing vessels, remote-controlled models or any other device that cannot maintain a stable balance or any floating object not legally defined as a recreational craft is prohibited, unless expressly duly authorised by the Concessionaire and other competent authorities.
5. The use of drones in the Concession Area is fully prohibited, unless duly authorised in writing by the Concessionaire and other competent authorities.
6. It is forbidden to use the vessel as a permanent residence or for temporary accommodation for third parties, unless duly expressly authorised by the Harbour Management.
7. The prohibitions set out in the preceding paragraphs apply to owners, their representatives, those in charge of the vessel, users, all individuals authorised access on board, to the mooring berths or to the surrounding areas and also to any parties travelling and/or vessels sailing for any reason in the Concession Area.
8. Infringement of the provisions of the preceding paragraphs constitutes an administrative offence punishable by fines, as provided for in Article 24.

Article 16

Holder of a right to use the vessel

The holder of a right to use the vessel shall be subject to all the provisions relating to the Mooring Berth Holder and/or vessel owner set out in these regulations.

Article 17
Responsibilities

1. Users of the Harbour are liable to the Concessionaire, the Grantor and third parties, under the general terms of the law, for damages caused to the Concessionaire and third parties as a result of the use of their recreational craft in the Concession Area, and must use the Harbour with respect for national and international regulations, as well as good practices applicable to avoid the occurrence of incidents and accidents, taking into account the natural risks to which such harbour facilities are subject.
2. The owners and captains of the vessels are jointly and severally liable, regardless of fault and without prejudice to any right of recourse that may exist between them, for compensation for damage caused to third parties and the Concessionaire by their vessels.
3. The Concessionaire is not responsible for accidents, losses, thefts, acts of vandalism or any damage, including damage caused by bad weather or natural disasters, suffered or caused by vessels, vehicles or people who, in any capacity, frequent the Harbour or are in the Concession Area.
4. The Persons in Charge of the Vessel and the Mooring Berth Holder are jointly and severally liable for the conduct of all parties authorised by them to access their vessel and the Mooring Berth.

Chapter V - Fees

Article 18
Price List and Fees

1. The fees payable for the services provided within the scope of the Concession and for the use of the facilities and equipment, provided they are authorised by the authority responsible for supervising the Concession, under the terms of the law, shall be freely set by the Concessionaire and displayed in a conspicuous place that is easily accessible to the public and published on its official website.
2. The amount of these fees, the list of services provided, as well as the general regulations governing their application are stipulated in the "Nova Marina Vilamoura Fee Regulations" and are set out in the approved price list.
3. The price list referred to in the previous paragraph, its annual review and the list of services provided shall be set by the Concessionaire, who shall submit its approval to the authority responsible for supervising the Concession by the end of October of the year preceding the one to which it refers.
4. Independently and without prejudice to the annual reviews referred to in the previous paragraph, fees may be reviewed at the free initiative of the Concessionaire, through interim or supplementary reviews, whenever the operating conditions of the Harbour so justify, namely due to changes in circumstances, the introduction of new levels and types of services or the introduction of existing ones, the development of the volume of occupation of the Harbour, in order to safeguard the competitiveness of the Harbour in relation to competing facilities and taking into account the

foreseeable and normal evolution of the cost of production, as well as the need to preserve the economic and financial balance of the Concession.

5. For the purposes of the preceding paragraph, the Concessionaire shall draw up and submit the revision proposal to the authority responsible for supervising the Concession.

6. The Concessionaire may not charge any fees that are not included in the table in force.

7. The fees are valid until 31 December of each calendar year, and are automatically renewed if new fees are not approved by the authority responsible for supervising the Concession.

8. Agreements for the temporary assignment of mooring berths are subject to the fees laid down in the regulations and price list, without prejudice to the amounts agreed in long-term agreements.

9. VAT at the rate in force and/or any other fees or taxes that may be due will be added to the amounts in the price list.

Article 19

Payments

1. When filling in the arrival declaration, the user must pay the fees due in advance, and the services of the Harbour may, at their discretion, demand a provision on account of foreseeable consumption of water and electricity.

2. The Concessionaire may require payment of a deposit to reserve the right to exclusive use of a mooring.

Chapter VI - Commercial activity regulations

Article 20

Commercial and other activities

1. Commercial activities of any kind, including maritime tourism and vessel hire, as well as sporting events and non-commercial activities, provided they take place in the Concession Area, are subject to prior authorisation from the Concessionaire.

2. No marketing or advertising activities of any kind (billboards, posters, distribution of leaflets, advertising vehicles, etc.) are authorised in the Concession Area, except with written authorisation from the Harbour Management.

3. The Concessionaire reserves the right to authorise and choose the places where the advertising will be displayed, as well as to order the removal of any that does not comply with what is described in the prior authorisation and/or is unauthorised, with the costs of removal being borne by the party responsible for installing or maintaining the advertising in question.

4. The Concessionaire reserves the right to establish its own provisions for carrying out commercial activities in the concession area, namely maritime tourism activities, announced in its own regulation(s).

Chapter VII - Loss of rights

Article 21

Removal of pleasure craft

1. Without prejudice to the respective sanction under the terms of these Regulations or the applicable legislation, repeated breaches of the duties, obligations and prohibitions contained in articles 14, 15 and 16 entitle the Harbour Administration to order the offenders to immediately remove the vessel from the mooring it is occupying at the time and consequently abandon the Harbour.
2. When the aforementioned order cannot be served on the offender for reasons attributable to it or, when served, it does not comply promptly, the vessel may be removed by the Concessionaire's services, or by whoever the Concessionaire appoints or hires for said purpose, who may hoist or tow the vessel to an appropriate location where it will be deposited at the offender's expense.
3. When circumstances of imperative need for service or bad weather so advise, a vessel may also be ordered to be removed from one mooring to another, in which case the provisions of the previous paragraph shall apply, with the necessary adaptations.
4. In the event of a breakdown that is deemed not to be possible to repair quickly, it will be the responsibility of the Person in Charge of the Vessel to remove the vessel, and the Harbour Management may impose a solution when the removal is not carried out in a time deemed sufficient or appropriate, applying the provisions of paragraph 2 above.
5. The Concessionaire may order the removal from the Concession Area of vessels that have been abandoned or that disturb the normal operation of the Harbour.
6. The Concessionaire may exercise its right of retention in relation to vessels that have remained in the Harbour for more than 60 (sixty) days without their owner, the Person in Charge of the Vessel or the Mooring Berth Holder having paid the corresponding charges for stays and services.
7. For the purposes of the previous paragraph, the Concessionaire's services, or whoever the Concessionaire appoints or hires for this purpose, will remove the vessel to an appropriate location where it will be deposited at the offender's expense until payment is made.
8. Expenses incurred with the removal, towage and deposit of vessels, ordered under the terms of the previous paragraphs, will be borne entirely by the respective owner and/or representatives or Mooring Berth Holders.
9. In specific situations, and for duly justified service convenience, the Harbour Management may temporarily remove (without any opposition from anyone) vessels or other equipment from the Mooring Berth where they are located to another, on condition that they are replaced back to the Mooring Berths where they were removed as soon as the service convenience ceases.
10. In the cases referred to in the previous paragraph, the Harbour Management will give prior notice to those responsible for the vessels or other equipment in question, and the Harbour will bear the costs of said removals and replacements.

11. Infringements of the provisions of paragraphs 1, 2, 3 and 4 above constitute an administrative offence punishable by the fines provided for in Article 24.

Article 22

Loss of rights

1. It shall be considered sufficient cause for Mooring Holders and/or any other customers of the Concessionaire, including customers and users enjoying services and commercial areas in the Concession Area, to lose their rights:

- a) The cancellation or termination of the respective agreement;
- b) The absence, in the event of the holder's death, of heirs or their renunciation;
- c) Corporate insolvency;
- d) Non-payment for periods of more than 60 (sixty) days of the fees set by the Concessionaire in the price list or of the services provided by the Concessionaire;
- e) Serious or repeated non-compliance with the provisions established in these Regulations or with the orders and instructions necessary for the proper functioning of the Harbour issued by the Harbour's services or by the competent authorities;
- f) The use of the subject matter of the agreement for a purpose other than that established;
- g) The unauthorised assignment of rights arising from agreement entered into with the Concessionaire.

2. For the purposes of the preceding paragraph, serious non-compliance is considered to be when the offender, after being called upon to comply, has not complied with the orders or instructions issued by the Concessionaire or any other competent body, within the time limit that may be set.

3. In the event of late payment of services and fees owed to the Concessionaire for a period of more than 60 (sixty) days, the Concessionaire may unilaterally terminate the agreement in force with the user, without prejudice to the accrual of interest and the right to pursue judicial recovery of the amounts owed.

4. For the purposes of point 1.b) of paragraph 1 above, the Concessionaire shall wait for a period of 120 (one hundred and twenty) days for the inheritance to be settled, and the right in question shall automatically lapse if this does not happen.

5. Whenever the owner of a vessel is unreachable for a period of one (1) year or more and has outstanding payments to the Concessionaire, the respective vessel will be considered abandoned, under the terms and for the purposes of Article 1267(1)(a) and Article 1318 of the Civil Code, if it is moored in the Harbour or if it has been removed from its mooring by the Concessionaire and is deposited on its behalf under the terms of Article 21.

6. Vessels abandoned under the terms of the previous paragraph will be acquired free of charge by the Concessionaire, by occupation, under the terms of article 1318 of the Civil Code.

Chapter VIII - Supervision

Article 23

Supervision and penalties

1. Supervision of compliance with the present Regulations is the responsibility of the Concessionaire, the Maritime Authority, as well as the authority responsible for supervising the Concession.
2. The supervision carried out by the Concessionaire is ensured by its director and by the personnel to whom it delegates this duty and who are duly uniformed and identified.
3. The competent authority with jurisdiction over the Concession Area is responsible for investigating proceedings for the administrative offences defined in these Regulations, as well as for taking precautionary measures and imposing fines and ancillary sanctions.
4. Whenever the Concessionaire, in the course of its supervisory activity, becomes aware of any occurrence that may give rise to administrative offence liability, it shall immediately forward the case file, the report and the evidence gathered to the Maritime Authority.
5. The report must identify the defendants, the owners of the vessel and the witnesses who witnessed the facts and circumstances in which the offence took place, as well as indicate all available evidence.

Article 24

Administrative offences and fines

1. Violation of the provisions of these Regulations constitutes an administrative offence, and the general framework of Decree-Law no. 49/2002, of 2 March, applies, as does the General Framework of Administrative Offences provided for in Decree-Law no. 433/82, of 27 October, in its current wording.
2. The administrative offences provided for in these Regulations are punishable by a fine of between €25.00 and €3,700.00 or between €500.00 and €44,000.00, depending on whether the offender is an individual or a legal person.
3. Negligence is punishable.

Chapter IX - Relationship between the Concessionaire and Users

Article 25

Requests, Complaints and Notifications

1. The Concessionaire will have a complaints book available for Harbour users.
2. Requests, reports and complaints from Harbour users must be made in writing and duly sent to the Concessionaire by any of the following means:
 - a) Via e-mail sent to the address provided by the Harbour services for said purpose;

- b) Via registered letter addressed to the Concessionaire's head office at Avenida da Rocha Baixinha, Escritórios Marina de Vilamoura, Vilamoura, 8125-409 Quarteira.
3. The Concessionaire may send communications or notifications to users of the Harbour through one of the following channels:
- a) Via e-mail sent to the e-mail address provided by the Harbour user, provided that the user has expressly consented to being notified by this means or has communicated with the Harbour by this means;
 - b) Via registered letter addressed to the user's home address in Harbour or to another address indicated by the user for this purpose;
 - c) By public notice posted at the reception of the Harbour, when this is the form of notification prescribed by law or regulation or when the users of the Harbour are uncertain or of unknown whereabouts.
4. Users of the Harbour are required to notify the Concessionaire in writing of any change to their home address or email address.
5. Notifications via registered letter are presumed to have been made on the third day following registration or on the first working day thereafter if that day is not a working day.
6. Notifications via email are deemed to have been made on the date they were sent, unless the recipient can prove that they did not receive the email sent.
7. Public notice is deemed to have been given on the day on which the notices are posted.
8. When the user is notified by public notice, any time limit that runs with the notification will not begin until 30 days have elapsed since the notice was issued.
9. Unless another deadline is provided for in this Regulation, in the applicable legislation or regulations that:
- a) Users have 15 days to request or carry out any action, take any steps, reply to any matters on which they are required to give an opinion or exercise any other powers provided for in these regulations;
 - b) The Concessionaire or the Harbour Management has 30 days to decide on any request or complaint submitted by users of the Harbour or to carry out any act provided for in these Regulations.
10. If the Concessionaire or the Harbour Management does not respond within the period mentioned in paragraph b) of the previous number, the request or complaint submitted by the user will be considered tacitly rejected.
11. The deadlines set out in these Regulations are counted in calendar days.

Chapter X - Final provisions

Article 26

Disclosure

1. These regulations and their English version will be on public display and posted at the Harbour's reception and on its official website.
2. In the event of uncertainty and/or inconsistency between the Portuguese and English versions, the Portuguese version shall prevail.

Article 27

Duration and amendments

1. The present Regulations, as amended and updated, shall be in force for the duration of the Concession.
2. The present Regulations may be altered, modified and extended whenever the Concessionaire deems it convenient or necessary, taking legal effect after approval by the competent authorities.

Vilamoura, 08 November 2024

Luis Miguel Marques

Legal Department