

# **CAPRI MARINA REGULATIONS**

## **TITLE I - GENERAL PROVISIONS**

### **ARTICLE 1**

These Regulations govern the use of the port facilities and infrastructure and the supply of services at Capri Marina and apply without limitation to all Users of the Marina. In these Regulations P.T.C. – Porto Turistico di Capri S.p.A, the company that operates the Marina under a State property concession, is referred to simply as “PTC” while the expression “User” means any natural person, body or company (including their employees and bailees as applicable) who has been allocated a berth or slip or who in any event intends to avail of services within the Marina. By “Marina” is meant the State maritime property and the territorial sea located in the Marina di Caterola district of Capri, as better described and identified in the State property concession mentioned in Article 2 below, which moreover express reference is made to also for the purposes of interpreting these Regulations if required.

### **ARTICLE 2**

P.T.C. – Porto Turistico di Capri S.p.A directly operates the Marina pursuant to State Property Concession No. 51 issued by the Campania Region (State Maritime Property Sector) on 31 July 2013.

### **ARTICLE 3**

PTC operates the Marina, entrusting management thereof to a General Manager, who has the broadest powers for the purposes of running the business, the required technical skills, managerial independence and spending power and responsibility for coordinating and correctly performing all of PCT’s operational activities and services, hereinafter also referred to as the “Management”.

### **ARTICLE 4**

Without prejudice to the powers and functions of the relevant State authorities, the application and observance of these Regulations and all of the other statutory rules and administrative provisions is assured within the Marina by the Management and the latter’s personnel, equipped with the ID badges and uniforms decided by PTC. The Management also checks and coordinates the services provided by third parties on its behalf.

## **ARTICLE 5**

It is forbidden for third parties to carry on any business, profession or trade within the Marina in competition with the Marina's own activities, including on board or using boats, except for those pertaining to the operation of the Marina and carried on directly or indirectly by PTC or expressly authorised by it.

## **ARTICLE 6**

Users must insure their boats in advance to cover third party liability and the risk of fire, explosion or the like involving their vessels. The insurance policy must be exhibited upon arrival at the Marina and at the request of the Management's personnel. Should the boat turn out not to be insured or should the insured sum for "neighbours' liability" transpire to be clearly insufficient, the Management may refuse mooring or demand an appropriate increase in the policy.

## **ARTICLE 7**

All boats that enter the Marina must be in perfect working order to ensure mooring safety and must comply with all of the regulations issued in this regard by the relevant authorities.

## **ARTICLE 8**

Swimming, collecting shellfish and fishing with any equipment whatsoever is forbidden in the waters of the Marina.

# **TITLE II - LIABILITY**

## **ARTICLE 9**

Users and their successors and assigns exempt PTC from all liability for any damage to persons, boats or things arising out of or in connection with mooring and unmooring operations or as a result of malfunctions, theft, fire, explosion of their boats or similar incidents. Users and their successors and assigns further exempt PTC from all liability for any damage to persons or things deriving from the actions of other Users and their successors and assigns and from external events.

# **TITLE III – RULES GOVERNING MOORING AND MARITIME TRAFFIC**

## **ARTICLE 10**

All manoeuvres in the waters of the Marina must be performed in full compliance with the instructions given by the Management or at the request of the local maritime authorities (taking into account the applicable safety rules), who may order a mooring to be moved should that prove necessary in the event of an emergency or for particular reasons stemming from the operational needs of the Marina. In the absence of an owner or its employees or bailees or in the event of the latter's refusal, the Management may – after consultation with the maritime authorities – directly arrange to move the mooring using its own chosen personnel.

## **ARTICLE 11**

Should Users wish to drop anchor for their own safety reasons the Management may authorise such provided always that the responsibility for and cost of weighing anchor shall be borne by the Users since it is mandatory to use existing permanent moorings (dead weights).

## **ARTICLE 12**

It is forbidden to enter the waters of the Marina and moor at the docks and piers there without the Management's prior consent and authorisation.

## **ARTICLE 13**

Boats in transit and yachts must contact the Management by VHF radio or telephone at least half an hour before their arrival at the entrance to the Marina and in any event before actually entering. Access by yachts will be regulated by the Management in conjunction with the local maritime authorities bearing in mind the needs of commercial traffic. All of the boats in transit and yachts must drop anchor and remain an appropriate distance from the entrance to the Marina so as not to impede the flow of commercial traffic until such time as they are authorised to enter the Marina and moor in accordance with the instructions given by the Management.

## **ARTICLE 14**

The permanent or reserved berths or slips are listed in a specific register kept by the Management, with an indication of the name of the holder as well as the name and size

of the boat. Users must immediately notify any change and may not moor anywhere else other than their own berth or slip. A boat may not be longer or wider than the limits set for the category of berth as per the table of mooring fees, subject to a leeway of 3% as regards length and 1% as regards beam.

**ARTICLE 15** Double mooring is absolutely forbidden in all areas of the Marina. Also expressly forbidden is the mooring of any boat or craft of any type outside designated mooring areas.

**ARTICLE 16**

The Management reserves the right to change berths due to weather conditions or for safety and maintenance reasons and also to alter the layout of the berths or make similar modifications.

**ARTICLE 17**

Navigation inside the Marina must be at very low speeds without prejudice to whatever other restrictions the maritime authorities may impose.

**ARTICLE 18**

Occasional Users, for whom a specific 'transit' area has been set aside, must fill in the relevant form handed out by PTC personnel and deliver it to the Management's offices as quickly as possible. Users whose boats fly a foreign flag and come from a foreign port must attend to all of the formalities laid down by applicable law.

**ARTICLE 19**

Users who intend to be absent for more than twelve hours must notify the Management thereof, specifying the date of return and also possibly their destination. Users must also notify the Management in cases where they intend to return after 9 p.m., failing which there is no guarantee that PTC will be able to provide them with services.

**ARTICLE 20** For Users with a reserved berth or slip (annual or seasonal contract) the Management undertakes to keep the berth or slip free in their absence irrespective of how long that is save for cases of force majeure, maintaining the right however to use the berth or slip in the event of a prolonged absence communicated by the Users concerned. The User of a reserved berth or slip who intends to vacate it for a certain period of time may request the Management (which cannot refuse) to manage that berth or slip. In that case the User must promptly (at least 48 hours in advance) inform the Management of

the period of absence (and sign a specific formal and express berth or slip management authorisation). It is PTC's exclusive prerogative to manage the berths or slips left free by their holders since it is expressly prohibited to sublet or subassign them.

## **TITLE IV – VEHICLE TRAFFIC AND PARKING**

### **ARTICLE 21**

Solely those who are so authorised may circulate in vehicles inside the Marina. Those persons are issued a specific pass that must be clearly displayed on the vehicle and/or shown to security personnel. Access to the Marina is also afforded to those who for goods loading and unloading purposes have been granted specific temporary permission to that end by the Management. The speed limit for vehicles inside the Marina is 20 kilometres per hour. In order to reduce noise pollution during rest periods, from 1 June to 30 September mopeds, motorcycles and motoscooters of any type and engine size may circulate in the Marina solely between 9 a.m. and 9 p.m. From 9 p.m. to 9 a.m. the next morning the riding of such vehicles in the Marina is absolutely forbidden although they may be moved with their engine turned off.

### **ARTICLE 22**

Motor vehicles may be parked solely in the areas designated therefor. Consequently, the parking of the said vehicles in unauthorised locations will lead to their immediate forcible removal at the owners' expense. The Management reserves a total of two parking spaces exclusively for vehicles of law enforcement authorities (Carabinieri Police, State Police, Revenue Police, Harbour Master and Customs) and emergency services (fire brigade, ambulance, etc.). Access to the Marina shall also be granted to public transportation vehicles (taxis), which will have to park exclusively in the areas assigned to them.

## **TITLE V – SERVICES**

### **ARTICLE 23**

The Management will arrange for the provision of the following services:

1. cleaning of the Marina's waters;

2. cleaning of the Marina's onshore areas;
3. fire safety and anti-pollution;
4. monitoring of common areas and marina fittings and equipment so as to ensure observance of laws and these Regulations;
5. assistance in the mooring and unmooring of craft;
6. public lighting inside the Marina;
7. radio assistance through VHF devices;
8. water and electricity supply;
9. hot showers on the docks;
10. bathroom facilities.

#### **ARTICLE 24**

Users are required to pay the applicable fees in advance. Payment is to be made exclusively at the Management's offices without exception. To that end the Management will issue an appropriate receipt for every payment, which will have to be exhibited by Users whenever requested by the Management or its employees.

## **TITLE VI – CONDUCT, SAFETY AND ANTI-POLLUTION RULES**

#### **ARTICLE 25**

It is forbidden to carry out repair work in general to craft and to raise and leave them on the docks in areas other than those designated by the Management without the latter's prior authorisation. Users who intend to carry out or have others carry out work to their boats must first obtain authorisation from PTC in accordance with the provisions of Article 5. To that end Users will have to furnish the particulars of the firm that they have hired, specify the start and expected end date of the works and provide a summary description of the works. Users assume all liability whatsoever arising out of the performance of those works, including in cases of wilful misconduct or negligence on the part of the contractors hired to carry them out. To simplify the procedures envisaged in this article. PTC will arrange to draw up and publish a list of firms specialising in a range of repairs to and maintenance of pleasure boats, which said firms will be deemed to have been granted authorisation under Article 5. Users and the contractors that they hire must

carry out the works in accordance with good marine practice and standards and in conformity with the applicable occupational safety, fire safety and anti-pollution rules. In any case Users who carry out or have contractors carry out works of any type to boats in dry dock must take out appropriate insurance policy in advance, for the benefit of PTC, to cover the risks that the aforementioned works pose to the Marina's infrastructure, plant and equipment. A copy of the said insurance policy must be delivered to the Management by Users before the works commence and the term of the policy must be at least equal to the duration of the works. In any case, PTC is entitled to take any other steps to obtain compensation in respect of any damage caused to the Marina's facilities, plant and equipment.

#### **ARTICLE 26**

It is forbidden to operate any generators or main engines in the Marina before 8 a.m. and after 10 p.m. save for exceptional and proven needs. Also prohibited during those hours are the use of acoustic signals and the carrying out of noisy works or any other activities or behaviour that may disturb others.

#### **ARTICLE 27**

Solely pets belonging to the Users and/or their guests are allowed in the Marina and then solely for the time necessary for their boarding and disembarkation. Dogs must be kept on a leash. In any event every precaution must be taken to avoid a situation whereby the presence of animals in the Marina can be a nuisance or disturbance to others.

#### **ARTICLE 28**

It is forbidden to obstruct the Marina's docks, jetties and piers with any onboard equipment (containers, gangways, life jackets, tenders, etc.) or indeed any other items or material of any nature whatsoever.

#### **ARTICLE 29**

It is forbidden to empty bilge water or dump waste or any nature, objects, liquids, debris or other material in the Marina, whether in the water or on the docks, jetties and piers. It is also forbidden to use onboard toilets that discharge directly into the sea or to dump into the sea tanks of waste water that has accumulated from the onboard bathroom facilities. To facilitate waste disposal, Users must use solely the special containers dedicated to the separate collection of each type of waste (glass, plastic, tins, oil, batteries, etc.).

#### **ARTICLE 30**

Users must connect to electricity sockets using plugs and power cables that are compliant with current safety standards. It is absolutely forbidden to use mobile or multiple connections or ones made through unsuitable plugs and cables. It is also strictly forbidden for Users to adapt or tamper with the electricity supply columns.

### **ARTICLE 31**

Users must connect to the drinking water dispensers with their own perfectly sealed hoses or flexible tubes equipped with an appropriate fitting and suitable terminal that automatically closes.

### **ARTICLE 32**

PTC has put in place an appropriate organisation endowed with fixed and mobile equipment in order to be able to take action in the event of fire or grave pollution. In those circumstances the Management has the widest power and authority and its instructions must be immediately followed. In any event Users must observe the following preventative and general provisions, with power for the Management at all times to request the relevant authorities to inspect boats and adopt measures in cases where breach of the provisions is found to have occurred:

1. In the event of an oil spill in the water or on the docks, jetties or piers, Users must immediately inform the Management and promptly take all appropriate steps to contain and limit the damage, also arranging to inform those on board nearby boats and whoever else is in the vicinity.
2. Before turning on petrol-powered boats, Users must air the engine compartment.
3. Before mooring Users must check that there are no traces of oil in the bilge and that there is no leaking thereof into the water.
4. Users must ensure that the electrical plant and equipment on board is in proper working order and a perfect state of repair.
5. Users must refuel boats solely through the Marina's fuel pumps. It is absolutely forbidden inside the Marina to use any other form of refuelling, including just partially, whether it be in the form of mobile tanks (even if motorised and equipped with pumps), any type of transportable container or any other system. In the case of absolute necessity (complete lack of fuel, refuelling system under repair, etc.) Users must seek the Management's express authorisation to refuel irrespective of the quality of the fuel to be siphoned.
6. Users must ensure that onboard compartments containing cylinders are adequately aired.



7. Users must ensure that onboard fire extinguishers comply with applicable regulations, are sufficient in number and are in perfect working order.

8. In the event of fire breaking out on board a boat, Users – even if not directly concerned – must do their utmost to fight the flames while at the same time informing the Management as quickly as possible by any means available. The Management will arrange to notify the emergency to the relevant authorities so that the latter may take appropriate action. In particular, under the direction of the local maritime authorities the Management may immediately unmoor the burning boat and distance it from the Marina. The cost of measures taken as a consequence of the fires referred to in this article shall be borne by the User responsible therefor, who will also be liable to pay compensation for the damage caused to third parties or to the Marina's fittings and facilities.

### **ARTICLE 33**

In the event of especially dangerous weather conditions or any other risky situations, Users must lend the Management all reasonable cooperation.

## **TITLE VII – RULES FOR ALLOCATING BERTHS OR SLIPS**

### **ARTICLE 34**

The Marina is conventionally divided into the following 3 zones:

- Darsena (wet dock);
- Calata di Riva;
- Pontili Galleggianti (floating dock).

The berths or slips of the 3 zones are used for the mooring of boats under yearly or seasonal contracts or on a daily basis.

### **ARTICLE 35**

Users who wish to obtain a permanent berth or slip (under an annual or seasonal contract) must submit an application to PTC accompanied by the following documents:

- copy of the navigation licence or, for unregistered pleasure boats (craft), a declaration in lieu of a public document naming the lawful owner of the boat for the which the mooring contract is sought and containing an assumption of liability by the declarant.

The document must indicate all identifying particulars of the boat (name, brand, type, colour, engine type, brand and power, etc.).

#### **ARTICLE 36**

Hauling and launching are matters for Users in accordance with the Management's instructions. Users who wish to obtain authorisation to park their boats in the permitted areas of the Marina must submit a specific application in the manner envisaged for allocating berths or slips.

## **TITLE VIII FEES AND METHOD OF PAYMENT**

#### **ARTICLE 37**

All of the fees approved by P.T.C. - Porto Turistico di Capri S.p.A. are an integral part of these Regulations.

## **TITLE IX – FINAL AND TRANSITIONAL PROVISIONS**

#### **ARTICLE 38**

The Management may at all times check strict observance of contractual clauses and the provisions of these Regulations. Any infringements detected will lead to the immediate termination of the contract for material breach thereof without prejudice to PTC's right to compensation for any greater loss thereby occasioned to it.

#### **ARTICLE 39**

The maritime authorities of Capri may enforce these Regulations in as much as they have the binding force of maritime police rules and apply to the State property and territorial sea that PTC Porto Turistico di Capri S.p.A. has been granted a concession for.