



GENERAL CONDITIONS FOR BOOKING AND USE OF TRANSIT MOORINGS ONLINE

GENERAL CONDITIONS RELATING TO MAKING THE RESERVATION THROUGH THE WEBSITE

The purpose of this document is to inform you about the conditions of bookings made through this website.

Through this service, we intend to provide you with information on the availability and price of boat moorings in ports directly managed by Ports de les Illes Balears. The Portal allows you to formalise your berth booking online.

In this section of the website, you will find information about the availability of berths, rates, search for ports by their geographical location, services offered and the corresponding rates.

You are expressly informed that the use of this Website implies your acceptance of the privacy policy and the conditions of use of the same. Likewise, the use of the section of the Website intended for the processing of berth reservations implies acceptance of these conditions in their latest version.

Therefore, we advise you to read these conditions, before formalising your booking, every time you access our website, as Ports de les Illes Balears reserves the right to change, modify, add or delete part of them at any time.

CLAUSES

BOOKING CONDITIONS

The processing of mooring reservations made through this Website is subject to the following clauses:

1. Manifestations:

You declare that you are of legal age and have full capacity to make the reservation, stating that you understand and understand all the conditions found on this Website, that the data provided when you make the reservation are true,



complete and concise, that you confirm the reservation made, that is, the dates indicated and the characteristics of the boat.

2. Access to the Web:

Access to this website is the responsibility of the user.

3. Protection of personal data:

The User is informed that the personal data collected during the online mooring booking process will be processed by Ports de les Illes Balears for the attention, registration and processing of their request, as well as for the management and control of the assignment of boat moorings in directly managed ports. in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016.

This processing may include sending informative communications for operational reasons (weather alerts, temporary restrictions on use, payment requests, etc.) to the email address and/or telephone number indicated in your request.

This processing is necessary for the performance of the contract or for the implementation of pre-contractual measures relating to the booking made at the request of the data subjects.

On the other hand, in order to evaluate and manage the quality of the services related to the existing funding fields, we will process the data related to the satisfaction questionnaires filled in by users.

This processing is based on our legitimate interest in evaluating and managing the quality of our services. In order to weigh this interest against their rights and freedoms, it has been determined that the processing had a limited impact on the privacy of the data subjects because it corresponded to their reasonable expectations and did not pose significant threats.

We will not disclose your data to third parties unless legally required or when necessary to comply with your request.

We will keep your data for the duration of the relationship you have with us, applicable legal deadlines and the time necessary to attend to possible liabilities, after which the evaluation regulations and the criteria provided for by Law 15/2006, of 17 October, on archives and documentary heritage of the Balearic Islands will be complied with.



The interested parties may exercise their rights of access, rectification, deletion or portability of their personal data, limitation or opposition to their processing, as well as to file a complaint with a supervisory authority, by writing to Ports de les Illes Balears, at C/ Vicente Tofiño, 36, Coll d'en Rabassa 07007, Palma. Tel.: 971 628089, www.portsib.es; Data Protection Officer Contact: protecciondedatos@portsib.es

You declare that the data you provide us, now or in the future, is correct and truthful and you undertake to notify us of any modification of these. In the event of providing personal data of third parties, you undertake to obtain the prior consent of those affected and to inform them about the content of this clause.

4. Mooring bookings through the Portal:

4.1. User registration:

It is essential to register as a user in the system in order to make an online booking request.

4.2. Characteristics of the user and boat registration application: At the time of registering as a user, the applicant must indicate the following data:

Data relating to the user:

- 1) Email address and password you want to have
- 2) N.I.F. // N.I.E. Of the applicant for registration as a user
- 3) Name
- 4) Surnames
- 5) User's address
- 6) Mobile phone

Data relating to the vessel:

- 7) Name and characteristics of the vessel (type, length, beam, draft, flag).



- 8) It is essential to attach the SPANISH MARITIME REGISTRY sheet, where the VESSEL DATA, NAME, REGISTRATION, LENGTH AND BEAM clearly appear, for newly registered vessels CERTIFICATE OF REGISTRATION accompanied by a copy of the CE DECLARATION OF CONFORMITY. For vessels flying a foreign flag, any official document in which the NAME OF THE VESSEL, REGISTRATION, LENGTH AND BEAM are CLEARLY DISPLAYED.

4.3. Characteristics of the booking request

- 4.3.1.** Once the user has identified themselves on the login screen, they will enter their private area. The private area has a menu, from where you can make new reservations, consult them, modify user data, consult the boats or change the password to access the private area.
- 4.3.2.** Once the reservation request has been made, the availability of mooring places in the requested port will be confirmed in real time.
- 4.3.3.** Requests for berth reservations must be made:
- At least 1 day in advance, for the first booking made, to the date for which you wish to request.
 - At least 1 day in advance, for the following bookings, to the date for which you wish to request.
- 4.3.4.** The maximum period for which a mooring place may be reserved in each of the ports will be 5 days, non-extendable, and successive reservations may not be made in order to extend this maximum period.
- 4.3.5.** It is not allowed to make two reservations in the same port in a period equal to or less than 6 days.
- 4.3.6.** Boat changes: **BOAT CHANGES ARE NOT ALLOWED.** If the details of the booking do not match the details of the vessel arriving at port, its berthing will be denied.

5. Price and payment:



- 5.1.** The prices to be applied for the use of the moorings will be those set out in Law 11/1998, of 14 December 1998, on the specific tax regime of the Autonomous Community of the Balearic Islands.
- 5.2.** The processing of the reservation involves the payment by you of the fees, the amount of which is indicated on the corresponding payment page.
- 5.3.** The reservation will only be confirmed upon payment of the aforementioned fees.
- 5.4.** Payment of fees on the Website can only be made by credit/debit card.
- 5.5.** The payment of mooring fees does not entitle you to any additional provision of services
- 5.6.** BEFORE MAKING THE PAYMENT, MAKE SURE THAT BOTH THE ARRIVAL AND DEPARTURE DATES, AS WELL AS THE BOAT ARE CORRECT.
- 5.7.** Once the reservation has been paid, changes to the reservation date and port are allowed provided they are made by the user through the online booking system at least 36 hours before the authorized occupancy start time, subject to availability, compliance with the minimum number of days between reservations for the same port, and the condition that the new dates fall within the same season. Changes from high season (01/06–30/09) to low season (the rest of the year) and vice versa are not permitted.
- 5.8.** Requirements for vessels on the 6th list:

To formalize the online reservation of a 6th list boat, the provision of a rental contract that coincides with the days reserved in the name of the person who makes the reservation will be required

6. Cancellation of the reservation:

6.1. Cancellation by the User:

6.1.1 IN THE EVENT OF CANCELLATION OF THE RESERVATION BY THE USER, 50% OF THE AMOUNT PAID WILL BE REFUNDED AS LONG AS IT IS MADE BY THE USER THROUGH THE ONLINE RESERVATION PROGRAM AT LEAST 36 HOURS BEFORE THE START TIME OF THE AUTHORIZED OCCUPATION.



6.1.2 IN THE EVENT THAT THE BOAT HOLDING THE RESERVATION DOES NOT APPEAR AT THE PORT ON THE DATE OF ARRIVAL, THE AMOUNT OF THE RESERVATION WILL NOT BE REFUNDED AND THE RESERVATION WILL BE CONSIDERED CANCELLED.

6.2. Cancellation by Ports de les Illes Balears:

6.2.1. No-show or unjustified late show: In case of no-show on the day of arrival originally scheduled in the reservation or in case of showing up after 20:00 hours of the same day in high season (01/06-30/09), at 17:00 h from Monday to Friday and 14:00 h on Saturdays, Sundays and holidays in low season (rest of the year), the reservation will be cancelled, unless, with prior notice to the port, and for duly justified reasons and beyond the User's control, the entry into the port must be made once the aforementioned term has elapsed. The cancellation of the reservation for reasons of no-show or unjustified late presentation will entail, as a penalty, the withholding, without the possibility of refund, of the fees paid.

6.2.2. Breach of these conditions: In the event of non-compliance by the User with these conditions, and in particular, but not limited to, with respect to the accuracy of the data relating to the vessel, the change of vessel on entry into the port, or any type of fraudulent action, the reservation will be cancelled. which will entail the withholding by Ports de les Illes Balears, as a penalty, of the fees paid, all without prejudice to the right to exclude the non-compliant User from the registered services and from the other actions that proceed by law.

6.2.3. Force majeure: The User will be entitled to a refund of the amounts paid as fees in the event that a cause of force majeure forces Ports de les Illes Balears to cancel the booking, without, therefore, the User being able to demand the payment of another amount by way of compensation of any kind.

6.2.4. List 6th boat: failure to provide a rental contract that coincides with the days reserved in the name of the person making the reservation implies the cancellation of the mooring / reservation for non-compliance with these conditions. The amount of the reservation will not be refunded.

7. Conditions of use of online moorings:



- The mooring must be occupied between 12:00 p.m. and 8:00 p.m. on the date of entry into high season (01/06-30/09) and between 12:00 p.m. and 5:00 p.m. from Monday to Friday and between 12:00 p.m. and 2:00 p.m. on Saturdays, Sundays and holidays in low season (rest of the year), of which there is a confirmed mooring reservation.
- Upon arrival of the boat at the mooring station, the User must present the boat's documentation and the booking confirmation voucher to the port manager or caretaker for verification. Otherwise, the reservation will not be valid, and you must also fill in the transit form that will be given to you on arrival at the mooring station.
- In addition, it must be justified to be in possession of an insurance policy for the boat with the coverage established in Royal Decree 607/1999, of 16 April, which approves the Regulation of compulsory civil liability insurance for recreational or sports boats, and which will also include compulsory coverage in the event of sinking and removal of the remains of the boat.
- The mooring place must be vacated no later than 12:00 noon on the departure date scheduled in the confirmed mooring reservation.
- The vessel must remain moored at the assigned mooring station for the entire authorized period, and may enter and leave the port during this period, provided that the manager or dock guards are notified in advance; losing the status of reserve otherwise.
- In the event of authorisation from the port staff to leave the berth during the booking period, the berth must be reoccupied before 8:00 p.m. in high season (01/06-30/09) and before 5:00 p.m. from Monday to Friday and before 2:00 p.m. on Saturdays, Sundays and holidays in low season (rest of the year), losing the reserve condition in case of not showing up before this time.

CONDITIONS RELATING TO THE STAY IN THE PORT – OBLIGATIONS OF THE USER

1. The owner or skipper of the transit pleasure craft shall be obliged to comply with the instructions of the port administration, and the regulations or provisions in force or that may be issued in the future that affect the port public domain.
2. The use of the mooring in transit for a transit vessel is granted on a personal, non-transferable and precarious basis exclusively for the period reserved and accepted by PortsIB.



3. The owner or skipper of the boat must keep the public domain and its facilities in good condition, and answer for any damage caused by misuse or negligence.
4. The use of the transit mooring does not include the mooring/unmooring service of the vessel, which is the responsibility of the user.
5. The installation of objects attached to boats on pontoons or docks (stairs, ramps, boxes, etc.) is prohibited.
While the vessel is moored in the port, the tender shall be kept stowed on board.
6. Ports de les Illes Balears will not be responsible for damages caused by defects or imperfections in the elements that, not being placed by Ports de les Illes Balears, the user uses for the mooring in transit of the boat at the assigned position. Likewise, in these cases, the owner of the vessel will be responsible for any damage that it may cause to the facility, to other vessels, and even to people or their rights.
7. The surveillance of the vessels and their accessories, tools and materials shall be the responsibility of the owners of the vessels or the users of the moorings, as the case may be. The permanence of vessels, goods, vehicles and all kinds of objects within the port area will be at the expense and risk of the owners and users. Ports de les Illes Balears is not the depositary of the vessels that are moored, nor the guardian of them or of the private goods that are in the port area and, therefore, will not be responsible for the theft and theft of the same.
8. The vessel authorised to temporarily occupy a mooring in transit must be moored at all times in a good state of conservation, presentation, buoyancy, safety and cleanliness, and must have adequate fenders and berthing elements. The responsibility lies with the holder of the authorisation.
9. If Ports de les Illes Balears observes that these conditions are not met in a vessel, it will notify the owner or the person responsible for it, giving them a reasonable period of time to rectify the deficiencies observed or remove the vessel from the mooring.
10. If after the indicated period has elapsed without having done so, and if the vessel is in danger of sinking or causing damage to other vessels, Ports de les Illes Balears will take the necessary measures to put it dry or in a position to prevent its sinking, all without prejudice to the necessary notification to the Maritime Captainty. for the appropriate regulatory and legal purposes.
11. It is absolutely forbidden throughout the port area:



- Smoking during fuel supply operations.
- Have explosive materials on board the vessels, except for regulatory signal rockets and the fuels necessary for the operation of the vessel.
- Lighting fires or bonfires, or using flame lights.
- Dumping oils, hydrocarbons, suspended materials, plastics or any other type of polluting material or product, as well as it is forbidden to throw garbage, waste, remains or debris of any kind on land or in the waters of the port. The waste will be directed to the containers installed in the enabled area.
- Carrying out work or activities on board vessels that are annoying to other users of the port.
- Keep the engines running with the boat moored to the dock longer than strictly necessary and always with a crew on board.
- Entry to the pontoons for all people not related to the boats.
- The circulation of loose animals.
- Fishing, collecting shells and shellfish in the port waters.
- Underwater work.
- Bathing, diving, swimming, water skiing, etc.
- Repair boats outside the dry dock areas suitable for these tasks, except in cases of breakdown and for the time strictly necessary.
- Shower on the docks or pontoons.

12. The user must make good use of the port facilities, observing the port's environmental, quality and safety policies, in addition to complying with the standards established in the port.

Specifically, in order to guarantee the correct environmental management of waste, it must comply with the obligations established in Royal Decree 1381/2002, of 20 December (BOE no. 305, of 21 December 2002), especially the obligation to deliver waste to authorised facilities in the port, with specific containers for each type of waste, which must be used correctly.

13. In the event of a fire or other emergency of a catastrophic nature or likely to reach the port or the nearby urban or maritime area, all skippers, crews and owners of vessels must take the necessary precautionary measures, obeying the



instructions they receive from the person in charge of extinguishing or safety operations.

If a fire breaks out on board a vessel, its skipper or crew, in addition to taking the immediate measures that are necessary, will immediately notify all the means at their disposal, the PortsIB staff and 112 and the crews of the adjacent vessels, not hiding in any way the emergency that has occurred.

14. In the event that a vessel is sunk in the dock, the procedure indicated in current legislation will be followed.

15. Ports de les Illes Balears reserves the right to change the mooring position in transit of the vessel within the port when it deems it necessary for the correct operation and management of the port, without the owner of the vessel being able to claim any claim for damages or for the expenses incurred.

16. In the event of non-compliance by the User with these conditions, and in particular, but not limited to, with respect to the accuracy of the data relating to the vessel or information provided that does not correspond to that which gave rise to the authorisation, any fraudulent action, the booking will be cancelled, which will result in retention by Ports de les Illes Balears. as a penalty, of the fees paid, all without prejudice to the right to exclude the non-compliant user from the registered services and from other actions that may proceed by law.

17. It is the responsibility of Ports de les Illes Balears to adopt the necessary measures to guarantee port traffic, economic exploitation activities and the availability of port spaces, berths and moorings. Specifically, the safety measures required when there is a danger that a vessel will sink in the port, and the skipper or shipowner does not proceed to repair or move it.

18. The skipper or owner of the vessel is responsible for its surveillance.

The skipper or owner of the vessel must be contactable at all times, providing the port with a mobile phone operating in Spanish territory or a responsible person designated by him.

The shipowner or skipper is responsible for his vessel, as well as for any damage he may cause to other vessels or port facilities.

19. In the event that the person in charge leaves the port facilities, he must notify the port staff. If you have to be away for more than 24 hours, there must be a person responsible who is perfectly identified and contactable.

20. The vessel will dock at the place indicated by the port agent, which is why the interested party must contact the port when arriving at it, either by radio or by telephone.



21. In the case of moored vessels moored to the dock or pontoon, others may be moored, if a port agent so requires.

22. Vessels flagged outside the Schengen area must present a copy of the passport of all the people travelling with the vessel, or their affiliation, stating their name and surname, date of birth, nationality and passport number. Otherwise, they will not be able to moor.

23. In the ports directly managed by Ports de les Illes Balears, general surveillance will be provided, i.e. that which is provided for the generality of the port service area without specific assignment or guarantee regarding the integrity of the vessels or the contents, in accordance with article 278.3 of Law 11/1998 of 14 December. on the specific fee regime of the Autonomous Community of the Balearic Islands.