



GENERAL CONDITIONS FOR RESERVATION AND USE OF ANCHOR BUOY FIELDS IN CIS SPACES FOR THE PROTECTION OF POSIDONIA OCEANICA

CONDITIONS RELATING TO MAKING THE RESERVATION THROUGH THE WEBSITE

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

Through this service, we intend to make available to you information on the availability and mooring rates for the use of buoys in CIS spaces for the protection of Posidonia oceanica. The Portal allows you to formalize your mooring reservation online.

The use of the buoys will be done in strict compliance with the rules of use written on this website. The buoy fields are designed for the protection of the oceanic Posidonia meadow, for anchoring for a limited time and always with favorable sea conditions, but not as refuge areas in case of bad weather.

Reservations for the use of buoys are granted by Ports de les Illes Balears through the online reservation centre or, exceptionally, on site at the buoy field.

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

For this reason, we recommend that you read these conditions before making your reservation, each time you access our website, since Ports de les Illes Balears reserves the right to change, modify, add or delete any part of them at any time.

CLAUSES

BOOKING CONDITIONS

The processing of mooring reservations for the use of mooring buoys made through this website is subject to the following clauses:

1. Statements:

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



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.

The address for access is:

<http://reservas.portsib.es/reservas>

3. Personal data protection:

The User is informed that the personal data collected during the online buoy reservation process will be processed by Ports de les Illes Balears for the attention, registration and processing of your request, as well as for the management and control of the occupation of the existing anchorage fields, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016.

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

On the other hand, we inform you that images of the anchorage fields may be captured, with the intention of identifying the vessels/registrations that occupy the buoys for security purposes and occupation control.

These treatments are necessary for the execution of the contract or for the application of pre-contractual measures relating to the reservation made at the request of the interested parties.

Furthermore, in order to evaluate and manage the quality of the services related to the existing funding fields, we will process the data relating to the satisfaction questionnaires completed by users.

These treatments are based on our legitimate interest to evaluate and manage the quality of our services. In order to balance this interest against your rights and freedoms, it was determined that the treatment had a limited impact on the privacy of the interested parties because it corresponded to their reasonable expectations and did not pose significant threats.

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

We will retain your data for the duration of the relationship you have with us, applicable legal deadlines and the time necessary to address potential liabilities. Subsequently, we will comply with the evaluation regulations and criteria provided for by Law 15/2006, of October 17, on archives and documentary heritage of the Balearic Islands.

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 claim 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; Contact Data Protection Officer: protecciondedatos@portsib.es

You declare that the data you provide us, now or in the future, are correct and true and you undertake to inform us of any changes to them. If you provide personal data of third



parties, you undertake to obtain the prior consent of those affected and to inform them of the content of this clause.

4. Buoy reservations through the Portal:

4.1. Register:

It is essential to register as a user in the system for the first time in order to make an online reservation request.

4.2. Features of the user and vessel registration request:

Once registered as a user, the applicant may add vessels to his/her account. To do so, he/she must provide the following information:

User data:

- 1) Email address and password you wish to have
- 2) ID card or passport of the applicant to register as a user
- 3) Name
- 4) Surname
- 5) Address
- 6) Phone number

Data relating to the vessel:

7) Name, registration and characteristics of the vessel (type of boat, length, beam, draft, flag and insurance policy number).

8) For vessels registered under the Spanish flag, it is essential to attach the SPANISH MARITIME REGISTRY, which clearly shows the VESSEL DETAILS, NAME, REGISTRATION, LENGTH AND BEAM; for registered vessels, the REGISTRATION CERTIFICATE accompanied by a copy of the EC DECLARATION OF CONFORMITY, which clearly shows the LENGTH AND BEAM DETAILS. For vessels registered under a foreign flag, any official document which CLEARLY shows the VESSEL NAME, REGISTRATION NUMBER, LENGTH AND BEAM.

4.3. Booking Request Features

4.3.1. Once the user has identified himself on the login screen, he will enter his private area. The private area has a menu, from where he can make new reservations, modify them, extend them, cancel them, consult them, modify user data, consult and add boats or change the password to access the private area.

4.3.2. Once the reservation request has been made, the availability of buoys in the requested anchorage field will be confirmed in real time.



4.3.3. Reservation requests for the use of the buoys will be made online until 9:00 p.m. on the day of arrival through the website:

[https:// reservas.portsib.es/reservas](https://reservas.portsib.es/reservas)

Telephone service hours are Monday to Friday from 9:00 a.m. to 8:00 p.m. and Saturdays, Sundays and holidays from 10:00 a.m. to 8:00 p.m.

The service hours at the buoy field will be Monday to Sunday from 12:00 p.m. to 8:00 p.m. Contact with the service skipper will be made solely and exclusively by VHF channel nº 77.

4.3.4. MAXIMUM STAY: Reservations may be made for a maximum of three (3) consecutive days with overnight stay. If there is availability, the field's supervisor will authorize the extension of the stay from day to day, with prior authorization from PortsIB. Successive reservations are not permitted in order to extend said maximum stay.

4.3.5. It is not permitted to make two reservations with overnight stays in the same anchorage field in a period equal to or less than four (4) days.

4.3.6. The services provided in the buoy field are:

- **Overnight stay voucher:** These are stays for full days with entry on **the day of arrival** from **18:30 hours** and departure before **18:00 hours on the day of departure**, with a maximum of 3 nights' stay in the same field. It is not permitted to make two reservations for the same boat or person in the same field within a period equal to or less than 4 days.
- **Day voucher:** Stay on the buoy during the day between **10:00 and 18:00 (only available on the same day)**.
- **Swim voucher:** Stay in a buoy during the day between **10:00 a.m. and 2:00 p.m.** or between **2:00 p.m. and 6:00 p.m. (only available on the same day)**.

Services include mooring at the anchor buoy and assistance with mooring on the day of arrival, always subject to availability and during the skipper's service hours at the buoy field.

Overnight stays can be booked in advance, day passes, and swim passes can only be booked for the same day after midnight, and swim passes are only available for boats up to 15 metres in length. Only one reservation can be made per day.

4.3.7. Boat changes: BOAT CHANGES ARE NOT ALLOWED. If the reservation details do not match the details of the boat arriving at the anchorage, mooring at the buoys will be denied.

4.3.8. Modification of a reservation: Users may modify the reservation using the reservation platform, prior to arrival and **with a minimum of 12 hours' notice**, by



accessing the website, the user's private area and accessing "MY RESERVATIONS". Modifications to a reservation will be made in its entirety. Changing individual days or reducing the number of days in the reservation is not permitted.

Once a reservation has been made for a field, it can be extended, provided that the extension is made by the user through the reservation platform, there is availability, the maximum number of days per reservation has not been reserved and the 4-day rest period between reservations for the same buoy field is respected. In no case may the number of days be reduced.

5. Price and payment:

5.1. The prices to be applied for the use of the buoys will be those established in Law 11/1998, of December 14, 1998, on the specific system of rates of the Autonomous Community of the Balearic Islands.

These prices refer to ordinary reservations.

Taking into account the reduction in length of stay and the services to be charged based on this time, the following reductions are established for cases of daytime stays:

- DAY VOUCHER: 60% BUOY RATE
- SWIM VOUCHER: 25% BUOY RATE

5.2. The processing of the reservation implies the payment of the fees on your part, the amount of which is indicated on the corresponding payment page.

5.3. Reservations will only be confirmed upon payment of the fees.

5.4. Payment of fees on the Web can only be made by credit/debit card.

5.5. Payment of mooring fees does not entitle the boat to any additional provision of services either in the anchorage area or in the ports or facilities that may be located in the vicinity of the anchorage area.

5.6. BEFORE MAKING PAYMENT, MAKE SURE THAT BOTH THE ENTRY AND DEPARTURE DATES AND THE VESSEL ARE CORRECT.

5.7. Requirements for listed 6^a vessels:

To formalize the online reservation of a boat on list 6^a, it will be necessary to provide a rental contract that matches the days reserved in the name of the person making the reservation.

6. Cancellation of reservation:

6.1. Cancellation by the User:



The cancellation or annulment of the reservation entitles the user to a **refund of 50%** of the amount paid for it, provided that it is made by the user through the online reservation program **at least 12 hours before** the authorized start time of occupation. The reservation may be enjoyed on other dates provided that the modification is made by the user through the reservation platform at least **12 hours before** the authorized start time of occupation, there is availability, the number of days of the reservation is not modified and the minimum number of days between two reservations for the same field is respected.

IN THE EVENT THAT THE VESSEL THAT HOLDS THE RESERVATION DOES NOT SHOW UP AT THE ANCHORING FIELD ON THE DATE OF ENTRY, THE AMOUNT PAID FOR THE RESERVATION WILL NOT BE REIMBURSED AND THE RESERVATION WILL BE CONSIDERED CANCELED.

6.2. Cancellation by Ports de les Illes Balears:

6.2.1. No-show or unjustified late arrival: In the event of no-show on the day of arrival originally scheduled in the reservation or in the event of arriving after 7:30 p.m. on the same day, the reservation will be cancelled, unless, with prior notice and for duly justified reasons beyond the control of the user, entry to the buoy field must be made after the aforementioned period has elapsed. Cancellation of the reservation due to unjustified no-show or late arrival will entail, as a penalty, the retention, without the possibility of refund, of the fees paid.

6.2.2. Non-compliance with these conditions: In the event of non-compliance by the User with these conditions, and in particular, without limitation, with respect to the accuracy of the data relating to the vessel, the change of vessel upon entering the anchorage field, the occupation of a buoy not corresponding to the one reserved or any type of fraudulent action, the reservation will be cancelled, which will entail the retention by Ports de les Illes Balears of the fees paid as a penalty, all without prejudice to the right to exclude the non-complying User from the registered services and any other actions that may be taken by law.

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

6.2.4. List 6^a boat: Failure to provide a rental contract that matches the days booked in the name of the person making the reservation implies cancellation of the mooring/reservation due to non-compliance with these conditions. The amount of the reservation will not be refunded.

7. Modification of reservation:



The modification of the reservation must be made by the user through the reservation website **at least 12 hours before** the start time of the authorized occupation and this modification is subject to availability.

For reservations of more than one day, modifications will be made to the total number of days of the reservation. It is not permitted to divide the same reservation into alternate days (the reservation block is modified).

The minimum number of days between two overnight reservations for the same buoy field must always be respected.

8. Conditions for use of buoys and regulated anchorage areas:

For the overnight stay voucher, **arrival** at the course with a confirmed reservation must take place **between 6:30 p.m. and 7:30 p.m.** If the arrival time is later than the aforementioned, the availability of the buoy is not guaranteed.

Upon arrival of the vessel at the mooring buoy, the User must present the vessel's documentation and the reservation confirmation voucher to the skipper of the surveillance vessel for verification or to any PortsIB port agent.

On the day of **departure**, the buoy must be **vacated before 6:00 p.m.**

Payment must be made upon booking. You will also be given the option to book a larger boat, at an appropriate fee.

Ports IB reserves the right to change the mooring location of vessels when it deems necessary for the correct operation and management of the anchorage area, without the owner of the vessel being able to make any claim for damages of any kind or for any expenses incurred.

Skippers must always adhere to good navigation and safety practices, avoiding contact between the propellers and the ropes in order to avoid breakages, passing the mooring rope through the main line leaving 3 m of rope between the buoy and the boat and respecting the table of maximum lengths allowed for each type of buoy. In all cases, the user must comply with the following rules:

- Follow the instructions of the field surveillance captain. Especially in the event of a storm forecast, the captain may order you to leave the buoy field. **If you do not follow these instructions, both the concessionaire company and Ports de les Illes Balears decline all liability.**
- The anchoring of more than one vessel per buoy is prohibited.
- Anchoring is prohibited within the perimeter of the buoy field.
- It is prohibited to leave a boat without a crew in the buoy field.



- It is prohibited to use jet skis or carry out activities with water toys within the perimeter of the buoy field.
- Maximum wind speed: 10 knots. In higher wind conditions, Ports de les Illes Balears and the company providing the service decline any liability for damage that may be suffered by boats or people.
- It is mandatory to respect the maximum length indicated on each buoy.
- Loud music volumes are not permitted and parties on boats are strictly prohibited.
- If any user wants to descend to the ground, he must do so with his own auxiliary.
- During the reservation it is not possible to change the assigned buoy.
- The boat must remain moored to the assigned buoy for the entire authorized period and may enter and leave the anchoring field during said period. In the event of leaving the field for a certain period of time, the user must notify the field skipper in advance (CHANNEL 77 VHF); otherwise, the availability of the buoy upon return is not guaranteed.
- The maximum speed within the perimeter of the buoy field will be 3 knots.
- Although the buoy fields are subject to constant inspections and maintenance work, if you notice any anomaly, please inform us by calling 971439779 and 971439752.
- It is strictly forbidden to dump any type of waste into the sea. Any discharge of fecal matter, bilge water or any type of waste will be reported.

**PORTS DE LES ILLES BALEARS AND THE COMPANY PROVIDING THE SERVICE
DECLINE ANY LIABILITY IN THE EVENT OF NON-COMPLIANCE WITH THE RULES
FOR USE OF THE BUOY FIELDS.**

**CONDITIONS RELATING TO THE STAY IN THE ANCHORING FIELD - USER
OBLIGATIONS**

1. The owner or skipper of the recreational vessel in transit shall be obliged to comply with the instructions of Ports de les Illes Balears and the staff of the company providing the service, and the regulations or provisions in force or those issued in the future that affect the maritime-terrestrial public domain.
2. The use of the buoy for a transit vessel is granted on a personal, non-transferable and temporary basis exclusively for the period reserved and accepted by PortsIB.
3. Ports de les Illes Balears reserves the right to change the mooring berth of the vessel in transit within the anchorage field when it considers it necessary for the correct operation and organisation of the anchorage field, without the owner of the vessel being able to make any claim for damages of any kind or for any expenses incurred.