

P&O MARINAS - RULES AND REGULATIONS

These Rules and Regulations are part of the Berthing Agreement and signing the Agreement the Owner declares to have read and understood the Mina Rashid Marina Rules and Regulations and undertakes to comply with what is reported in full in the Agreement and related. The Owner shall ensure their employees and representatives are made fully aware of the Rules and Regulations set forth herein.

1. Environment

1.1. General

- 1.1.1. Mina Rashid Marina has committed itself to create and maintain a clean and safe work environment. Clean water and clean environment are essential to our Marina. Mina Rashid Marina is committed to being environmentally compatible and sustainable, to protect Marina waters, Marina life, fish, and waterfowl from possible boat and Marina pollutants.
- 1.1.2. The Owner and her/his Captains, representatives, guests and visitors must keep our Marina and boating environment clean, and shall not directly or indirectly cause any form of pollution to enter the marina facility, be it solid waste, oil, chemical, dust, or otherwise.
- 1.1.3. Mina Rashid Marina has developed a specific contingency plan which can be accessed at the Marina Office. In case of emergency, the following phone numbers should be contacted: Marina Operations Supervisor 054-7917065.

1.2. Waste Disposal

- 1.2.1. No one may dispose of garbage (litter, waste and other refuse) except at a permitted disposal site. No refuse, including ashes, shall be thrown overboard or left on the pontoons, jetties or car parks. The Marina provides Waste Collections Bins receptacles located at the Marina for domestic solid waste collection. Non-domestic waste, including, but not limited to batteries, refrigerators, furnishings, cookers and the like must be handed over to Hazard Waste Collection Area.
- 1.2.2. MRM will complimentary collect on board separated material for recycling:
 - Glass;
 - Metal food/beverage containers;
 - Aluminum cans;
 - Plastics;
 - Cardboard;
 - Storage batteries;
 - Newspaper;
 - Scarp Metal.
- 1.2.3. Open burning is prohibited.

1.3. Black and Grey Water Disposal

1.3.1. The Marina provides a dedicated fixed pump-out station for black and grey water disposal, at Pump Out Station – located next to the fuel station.

It is strictly forbidden to discharge into the Marina waters, at any time:

- any untreated black waters from the onboard toilets or holding tanks;
- water from onboard sinks, showers, and other fixtures that may release detergents, soaps, oils, and other contaminants into the water.

Offenders will be reported to Dubai Municipality and may face severe fines and/or jail terms. Offenders will be also reported to all Marina managers in Dubai and Abu Dhabi, which will reserve the right to refuse to host them in their marinas for two years.

1.3.2. Shower and toilet facilities are available within close proximity to berths, at each gangway. Owner and her/his Captains, representatives, guests and visitors are warmly encouraged to use these facilities.

1.4. Oil and Spillages

1.4.1. Oil and contaminated bilge oil shall not be pumped out in the marina at any time whatsoever, unless it is an emergency (i.e. if there is a risk of the Vessel sinking). Any and all costs associated with legal liabilities and/or clean up shall be borne solely by the Owner.

1.4.2. Owner must immediately inform MRM of any spillage of oil, paint or any other pollutant into the Marina waterspace. Owner must also immediately take all reasonably practicable steps to minimise the spread of the pollutant and warn other users of the Marina of the problem. Any and all costs associated with legal liabilities and/or clean up shall be borne solely by the Owner.

1.5. Work, Cleaning and Maintenance of Vessels

1.5.1. Only biodegradable and no-toxic products shall be used for cleaning.

1.5.2. Underwater operations and diving activities shall not be carried out in the Marina without MRM written permission.

1.5.3. Extensive/major work of any kind including but not limited to cutting, spot welding, external sanding, angle grinding, welding, internal refit, spray-painting etc. is strictly forbidden in the Marina unless prior written permission by MRM.

1.5.4. Conduct scarping, sanding, painting, sandblasting and major repair work involving power tools within the Marina is strictly forbidden.

1.5.5. All water hose pipes must strictly be fitted with trigger nozzles or water guns at all times whilst washing Vessels, such that the water supply will stop if the hose is dropped.

1.5.6. Laundry may not be hung anywhere in the Marina other than in an area which is specifically designated for the hanging of laundry, if any. Any laundry hung on the Vessel must not be visible to other users of the Marina.

- 1.5.7. Vessels must be kept clean and in reasonable repair at all times. Should the Vessel be damaged, then repair works must be carried out as soon as is reasonably possible. Tarpaulins and similar covers are allowed as a temporary cover only, for a maximum period of 2 weeks.

1.6. Television Aerials, Satellite Dishes and Wind Generators

- 1.6.1. Moderately sized television aerials, satellite dishes and wind generators are permitted on Vessels at the Marina, however Owner must make every effort to ensure that they are erected in a manner that makes them as inconspicuous as their design allows.

2. Utilities

- 2.1. Without exception, all the electrical connections made to the utility pedestals shall be approved by MRM, weatherproof, ground fault interceptor, grounded type. They must be maintained by the Owner in accordance with the relevant regulations and standards. Wiring must be of sufficient amperage for its use as specified by the applicable electrical code. Undersized power cords will be disconnected by MRM personnel.
- 2.2. Electrical cables from the service units to the Vessels shall be securely laid so that there is no risk of trip hazard or getting wet.

3. Health and Safety and Fire Precautions

- 3.1. The Owner and her/his Captains, representatives, guests and visitors shall comply with all relevant health and safety regulations, codes of practice and any health and safety guidance issued by MRM whilst using the Marina.
- 3.2. The Owner will be held financially responsible for any damages to the Marina or other Vessels as a direct result of wake created advertently or inadvertently by the Owner's Vessel.
- 3.3. The Owner warrants and commits that at all times within the confines of the Marina and nearby waterways, the Vessel will not be operated at over four (4) knots of speed, nor create any wake.
- 3.4. No part of a moored Vessel (example overhanging bow anchors) may extend over, or overhang the marina dock walkways.
- 3.5. Vessels shall not be moored, sailed or maneuvered in such a way as to create a danger, obstacle or inconvenience to other Marina users.
- 3.6. The Owner, before leaving the Marina, must ensure the perfect condition of the moorings and, in particular, that the mooring lines are in perfect condition and properly fastened according to the good seamanship.
- 3.7. A minimum of three mooring lines shall be utilized for all berths, suitable for the size and type of Owner's Vessel. MRM reserves the right to replace mooring lines deemed unsafe at the cost of the Owner.
- 3.8. At least two rubber cylindrical fenders shall be used to protect the Vessel. MRM reserves the right to replace fenders deemed unsuitable for use or unsafe at the cost of the Owner.

- 3.9. The Owner is responsible for mooring her/his boats and will respond for any damages caused to MRM and to third parties for negligence, incompetence and/or negligence.
- 3.10. MRM reserves the right to restrict all Vessel movement within the Marina and nearby waterways, for safety, security or promotional purposes.
- 3.11. MRM reserves the right to levy a charge for emergency towing (if safety permits such operation), depending on duration and distance. Owners should be aware that certain circumstances will necessitate a professional towing company to extend assistance – the circumstances of this shall be solely within MRM judgement call.
- 3.12. No fittings, equipment, supplies, stores or any other property belonging to Owners and their representatives may be stored or left at the Marina other than as directed by or agreed with MRM.
- 3.13. Except whilst transporting items to or from the Vessel, Owners and their representatives must not leave or store any items on the area around her/his Berth or on the jetties, pathways, banks, walkways, car parks or anywhere else on the Marina. No items may be left on the jetties or close to the water's edge, even for a short period.
- 3.14. Bicycles may be stored lying horizontally on top of the Vessel, but not upright.
- 3.15. Running and cycling on the pontoons is not permitted. No items may be secured to electricity bollards, including cycles.
- 3.16. No items of an untidy appearance or above a height above 50cm may be stored or erected on top of the Vessel. All items stored on the Vessel must be properly secured.
- 3.17. Children invited to the Marina by the Owner, her/his captains, crew, contractors and visitors are Owner's sole responsibility and must remain under adult supervision at all times as the Marina may be potentially dangerous to them. Children and any person who is unable to swim well are advised to wear adequate life jackets at all times whilst at the Marina.
- 3.18. The Owner shall ensure that all necessary precautions against the outbreak of fire in or upon the Vessel are taken and all statutory regulations and any further instructions exhibited at the Marina Office relating to fire prevention at the Marina are observed.
- 3.19. The Owner shall provide and maintain in good working order and readily available for immediate use in case of fire, at least one fire extinguisher of an UAE government approved or BSI standard type and size, in or on the Vessel.
- 3.20. Vessel may not be refuelled in the Marina except when moored at Marina's refuelling berth.
- 3.21. Fuel and any other highly flammable materials shall not be carried onto Vessels while berthed in the marina, nor transferred from dock to Vessel. Gas bottles shall be closed off at the bottle when not in use.
- 3.22. The lighting of open fires or use of fireworks is strictly prohibited other than with the prior written consent of MRM. Barbecues or portable gas cookers may be used when placed on a suitable stand and only in designated areas. Barbecues and cookers must not be left unattended when lit and must be

properly extinguished. The area around the equipment must be left in a clean and tidy condition.

- 3.23. Fishing (including laying of nets and fishing lines), diving and bathing in the waters of the Marina is strictly prohibited.

4. Stowage and Use of Personal Watercraft

- 4.1. Any personal water craft (inclusive of dinghies, tenders or rubber boats), other than craft which have been included in the overall length of the Vessel, must be stowed aboard the mother Vessel at all times and may not be stored on the pontoon docks, nor be left in the water within or near the berth.
- 4.2. Floating docks for personal watercraft will only be permitted upon written approval by MRM management. Separate charges are applicable for floating docks and will only be permitted in officially designated areas.
- 4.3. Types of floating docks for personal watercraft to be used inside the Marina and maintenance operations must be approved by MRM Management.
- 4.4. For all types of craft (e.g. internal combustion engine or manually powered), the Owner is responsible for ensuring that appropriate safety equipment is worn at all times whilst operating the craft. This should include life-jackets, appropriate protective clothing, and helmets in the case of engine propelled craft.
- 4.5. Personal Water Craft shall not be operated within the Marina after daylight hours.

5. Parking

- 5.1. Subject to the availability of parking spaces and the other terms of this Agreement relating to vehicles, Owner may park such vehicles as are reasonably required for the Owner to enjoy her/his Vessel at its Berth, at the Marina. MRM will be sole judge of what is reasonable in these circumstances, however usually 1 car per vessel within the Marina. Vehicles must be parked in such a position and in such a manner as directed by MRM. Owners may not leave any vehicle at the Marina when they are absent from the Marina, without the consent of MRM. The parking of trailers at the Marina is not permitted except by prior written arrangement with MRM.

6. Prohibition of Nuisance

- 6.1. The Owner and her/his Captains, representatives, guests and visitors shall not operate noisy or objectionable engines, radios or other apparatus or machinery in or near the Marina (other than for the purpose of work carried out to the Owner's Vessel where this is specifically permitted by and undertaken in accordance with this Agreement).
- 6.2. The Owner and her/his Captains, representatives, guests and visitors shall not cause a nuisance or annoyance to MRM or to any other users of the Marina or to any person residing in the vicinity.

- 6.3. No anti-social behaviour or abuse, verbal or physical, is permitted towards MRM, its customers or other users at the Marina. MRM may terminate this Agreement if the Owner and her/his Captains, representatives, guest and visitors breach this clause.

7. Contractor Policy and/or Vessel Repairs

- 7.1. Unless otherwise warranted in an exceptional circumstance of emergency, Contractors (any third party company, including but not limited to technical, repair, catering, and services supply) will not be permitted to enter nor engage in any work in the Marina without written authorization of MRM.
- 7.2. All Contractors engaged by the Owner must comply with safety and operational policies of MRM and be certified for work by MRM prior to entering the Marina. All repairs & maintenance of Vessels in the Marina require the prior written approval of MRM Management and correct documentation. The Owner remains directly liable for all acts by third party contractors, or any damage that results to the marina facility or other Vessels by the action of the contractor.
- 7.3. Alterations, or works made to the Marina, berth structures or equipment is strictly not permitted.
- 7.4. Repairs authorized in writing, and carried out while the Vessel is berthed in the Marina shall only include operations that do not result in pollution of the water or air, that do not cause danger or a level of noise that will disturb other users of the Marina or nearby residents and do not cause damage to the marina structures or to other Vessels.
- 7.5. The Owner shall indemnify MRM for any damage caused to its structures or equipment as a result of repairing their Vessel.

8. Commercial Use and Sale of Vessels

- 8.1. Except with the prior written consent of MRM, Owners and their representatives may not use any part of the Marina or Vessel for any commercial purposes including, without limitation, hire of the Vessel, embarkation of charter parties, rental accommodation or advertising of any kind, or display any advertisements or signs on the Vessel or anywhere else within the Marina.
- 8.2. If MRM gives its written consent for commercial use, such use will be subject to such further terms and conditions as MRM may specify and to the payment of the applicable berth commercial fees (Attachment 3).
- 8.3. Owners and her/his Captains, representatives, guests and visitors shall not place on or in their Vessel or anywhere else in the Marina, any advertising of a Vessel for sale. Whilst it is moored at the Marina, Owners and their representatives may not place their Vessel for sale with a brokerage other than the brokerage operated from the Office.
- 8.4. All Owners that conduct a business from their Vessel or that use their Vessel for display or inspection must have prior written permission from MRM as well as all relevant regulatory Governing authorities to conduct the business. Owners must

provide a copy of their business permit and insurance to MRM in a form satisfactory to MRM.

- 8.5. Strictly neither advertising banners nor boards shall be erected within the Marina or on Vessels, without prior written approval from MRM. Upon approval from MRM, the Owner shall not display more than one sign, banner or flag which shall be limited to a maximum of 0.25m², except that this rule is not meant to prevent the flying of flags in accordance with the normal customs of the sea. All displays shall be of such appearance as the Company may reasonably direct.
- 8.6. Commercial or promotional photography/filming of boats, structures, fittings, buildings, activities or property in the Marina is strictly forbidden without prior written permission from MRM.

9. Animals

- 9.1. Owners may keep domestic animals on the Vessel whilst it is in the Marina, provided full details of such animal(s) are given to MRM in writing and MRM has consented to each individual animal being kept there. MRM may refuse consent to allow a particular animal or type of animal to be kept on the Vessel and may, by notice to Owner in writing or by general notice displayed at the Office, prohibit a particular animal or type of animal from being brought to the Marina. Such decision will be final.
- 9.2. Dogs must be kept on a lead and under control at all times whilst at the Marina unless they are in a specified dog walking area, if available. Owner must clean up after her/his dog and place the waste in the designated bins provided.
- 9.3. MRM reserves the right to require the Owner to remove any animal which is causing a danger, disturbance or nuisance to any other users of the Marina or MRM.