

## **REGULATIONS FOR THE ASSIGNMENT AND USE OF BERTHS AND PORT SERVICES – PORT OF CASTELSARDO**

**Extract of the main points;**

**the full Italian version is available at the following link.**

<https://www.marinadicastelsardo.com/wp-content/uploads/2025/12/marina-castelsardo-regolamento-porto.pdf>

### **Art. 1 – General Provisions**

1. GE.CAS. S.R.L. operates pursuant to Maritime State Concession prot. no. 13241, rep. no. 644 of 03/04/2014 (Reg. no. 326) and Regional State Concessions no. 01, rep. 12, of 01/02/2006 and no. 45, rep. 123, of 13/05/1999, as extended by determination prot. no. 15981, rep. 717 of 04/04/2018 (Reg. 511) for an area of 51,281.21 sqm, followed by determination prot. no. 17996, rep. 1563 of 10 May 2021 concerning the continuation of operations until 31 December 2033 – Art. 182, paragraph 2 of Decree-Law no. 34 of 19 May 2020 – Regional Government Resolution no. 47/34 of 24 September 2020.
2. The provisions set out below are mandatory for all parties authorized to access the areas covered by the above-mentioned state concessions, subject to authorization by the managing entity, or pursuant to the provisions of Ordinance no. 52/08 of the Porto Torres Port Authority, concerning the “Regulations of the Port of Castelsardo”.
3. For the purposes of the provisions below, the term “pleasure craft” shall include small craft, recreational boats and ships.

### **Art. 2 – Berth Allocation and Cancellations**

1. The annual allocation of berths shall take place as soon as they become available and in accordance with the procedures set out below.
2. Berths shall be assigned by the Marina Management in compliance with these Regulations. A number of berths (not less than 10% of the total moorings) shall be reserved for vessels in transit.
3. The allocation of berths within the Marina, for those moorings that become available in each category, shall be based on applications which must be submitted exclusively in writing by completing the appropriate form, available on the

[www.marinadicastelsardo.com/](http://www.marinadicastelsardo.com/) website or obtainable from the Ge.Cas. offices located at the Port of Castelsardo.

Applications will be accepted only if submitted by one of the following methods:

- registered mail with return receipt addressed to the Ge.Cas. Office at the Castelsardo Marina;
- certified email (PEC) to the following address: [gecas@pec.it](mailto:gecas@pec.it);
- delivery by hand with official registration (“protocollo”) at the Ge.Cas. offices located at the Port of Castelsardo.

4. Any berth holder who does not intend to renew the mooring contract must notify the management by submitting a formal cancellation in accordance with the procedures set out in Art. 4 of the Mooring Contract.
5. Annual berths may be assigned only to natural persons or companies.
6. Only one annual berth may be assigned to each user, except in cases involving charter operations or other economic activities carried out at sea and related to recreational boating, duly authorized by the competent authority.
7. Ownership of boats and ships shall be verified by means of the navigation license, which must be registered in the name of the annual berth holder.
8. Where, at the time of applying for an annual berth due to succession (transfer), the applicant has not yet finalized the purchase of the vessel, such purchase must be completed within 90 (ninety) days from the admission of the vessel to the Marina. In the event of delay in registration or where ownership is recorded in the name of a person other than the berth holder, daily rates shall apply, as for all other users who are not annual berth holders.
9. For small craft (*natanti*), ownership must be demonstrated by means of a self-certification in accordance with the law. In addition, it is mandatory to provide a copy of a valid Civil Liability Insurance policy, issued in the name of the owner of the vessel.
10. The annual mooring fee shall be calculated starting from the date of signature of the contract. The contract shall be deemed concluded upon both the signing of the contract and payment of the amount due, which, in the case of assignment during the year, shall be calculated pro rata in twelfths for the remaining period until December. If the date of notification falls on or before the 15th of the month, the month shall be charged in full; otherwise, the calculation shall begin from the following month.

11. Annual berths assigned shall be automatically renewed for the following year, subject to full payment of the applicable fees within the time limits set out in Art. 5, and upon submission of proof of ownership, a renewed Civil Liability Insurance policy (if expired), and any other documentation required under the contract.
12. Failure to submit the above-mentioned documentation shall result in termination of the annual berth assignment and, for any period of stay already accrued at the Marina, the rates applicable to non-annual berth holders shall apply.
13. For logistical or operational reasons, at the discretion of the Port Management, the assigned berth may be changed to ensure more efficient operation of the Marina.
14. Vessels moored without authorization within the Marina shall be removed from the dock by Port personnel at the owners' risk and expense. Their return shall be subject to payment of mooring fees, removal and storage costs, as well as any damage caused to other vessels or to the Marina facilities. Ignorance of these provisions shall not constitute a valid defence.
15. Vessels in transit may be accommodated subject to availability as determined from time to time by the Marina Management, based on vacant berths.
16. Users of vessels in transit must report to the Port Offices, complete the appropriate form, and provide the required documentation.

### **Art. 3 – Priority in Berth Allocation**

1. Priority in the ranking shall be granted, subject to the actual availability of berths within the Marina, to:

**a)** Disabled users, pursuant to and within the limits established by Art. 49, paragraph 3, of Legislative Decree no. 171/2005 (Italian Recreational Boating Code). Disability shall be verified at the time of submission of the application, to which the relevant certification issued by the competent Health Authority pursuant to Art. 3, paragraph 3, of Law no. 104 of 5 February 1992 must be attached. For such assignments, transfer (*subentro*) pursuant to the following Art. 9 is not permitted.

In any case, the use of the vessel by family members, legal guardians, support administrators and/or accompanying persons is strictly prohibited unless the holder of the preferential berth assignment is present on board, except where expressly authorized by the holder.

**b)** Companies engaged in charter operations.

The activity must be carried out in the form of a business undertaking, meaning on a

professional and continuous basis, and not occasionally.

These requirements shall be verified at the time of application by submission of a certificate of registration with the Companies Register, indicating the activity of chartering and/or leasing of pleasure craft.

For the years following the first assignment, also for the purpose of verifying eligibility for the discounts referred to in Art. 4 below, the user shall, if requested by the management, provide accounting and tax documentation evidencing the actual performance of charter activities.

It is hereby specified that both priority in allocation and the application of the discount referred to in Art. 4 may be granted for a maximum of 5 pleasure craft per company.

c) Applicants for an annual berth who can demonstrate that they have maintained uninterrupted mooring in transit for at least 3 (three) years and are in good standing with all payments.

#### **Art. 4 – Applicable Rates**

1. The applicable rates are those approved by specific resolution of the Sole Director and published on the website [www.marinadicastelsardo.com/](http://www.marinadicastelsardo.com/). The rates may be revised annually, subject to at least three months 'prior notice to users, through publication on the [www.marinadicastelsardo.com/](http://www.marinadicastelsardo.com/) website.
2. The tariff schedule is displayed in all GE.CAS. S.R.L. offices and on the [www.marinadicastelsardo.com/](http://www.marinadicastelsardo.com/) website. Such publication shall constitute full legal notice for all purposes.
3. Discounts are provided for certain categories, as approved by resolution of the Sole Director of GE.CAS. S.R.L.

#### **Art. 5 – Payment of Annual Mooring Fees**

1. Payments must be made by the end of February of each year, unless expressly otherwise agreed. Users who wish to pay in two instalments, which must be of equal amount, shall pay the second instalment by the end of June, unless otherwise agreed.
2. Late payment of the fee beyond the prescribed deadlines shall result in a penalty equal to 10% of the amount due for payments made after the due date.

3. Failure to pay the fee by 30 December, including in respect of the second instalment, as well as any late payment, shall constitute a serious breach of contract, resulting in express termination of the contract. This shall entitle the management to proceed with compulsory recovery of the outstanding amounts, with the application of default interest and the right to claim compensation for any further damages incurred.
4. Following formal notice, GE.CAS. S.r.l. may issue an order requiring removal of the vessel. In the event of non-compliance, the vessel shall be removed *ex officio* at the owner's risk and expense; its return shall be subject to payment of the outstanding mooring fees and any other costs incurred by GE.CAS. S.r.l.
5. Following termination of the contract, for as long as the vessel remains within the Port premises, the company shall apply the rates in force for vessels in transit.

#### **Art. 6 – Temporary Mooring Contracts (Monthly and Winter Storage)**

1. Upon signing the temporary mooring contract, the berth holder must pay the applicable rate corresponding to the assigned berth category for the entire allocated period.
2. The temporary berth holder, as with any regular berth holder, may not assign the mooring contract, sublet it, or grant use of the berth to third parties. Any such action shall result in automatic termination of the mooring contract.
3. The temporary berth holder may submit a renewal request to the Management.
4. Monthly contracts shall have a conventional duration of 30 days and shall commence and terminate on the dates contractually agreed.
5. Seasonal contracts shall by convention commence and terminate on the dates indicated in the publicly displayed price list and specified in the invoice, referring to the relevant seasonal period.

#### **Art. 7 – Transit Mooring Contracts**

1. Upon arrival, users of vessels in transit must report to the offices of GE.CAS. S.r.l. to complete the designated form and present the required documentation.
2. At the time of completing the form, the users must declare the intended duration of their stay and make advance payment. If they wish to extend their stay, they must report to the Port Offices on the day before the originally declared departure date in order to update the form and pay the additional amount due.

3. Users in transit are required to retain their invoice/fiscal receipt, as the Port Management may request proof of payment during their stay at the Marina.
4. The Management shall assign a berth from those designated for transit or any other berth that is available to meet the occasional mooring needs of passing pleasure craft, for a maximum period of 15 days and, where actual availability permits, also for longer periods. The assigned user, defined as the “Transit Berth Holder” may use the berth directly for the period indicated.
5. Masters or operators of vessels in transit are required, upon arrival or no later than 10:00 a.m. on the following day, to report to the offices of GE.CAS. S.r.l. or to the designated staff, presenting valid personal identification and vessel documentation for the formalization of the transit contract.
6. Early termination by the Transit Berth Holder before the contractual expiry date shall not entitle the holder to any refund.
7. Transit Mooring Contracts shall expire at 12:00 noon on the agreed departure date. The berth must be vacated by that time. Failure to do so shall result, by way of penalty, in the application of a daily rate increased by 50%.  
Where deemed necessary, the Management may remove the vessel, and all related costs shall be borne by the owner of the vessel.

#### **Art. 8 – Vessel Dimensions**

1. For the purposes of berth allocation and payment of the applicable fees, vessel dimensions shall be considered **overall (LOA – length overall)** and shall correspond to those indicated in the navigation license, provided that no structural modifications or appendages have been added exceeding 2% of such dimensions, subject to verification by Marina personnel.
2. For vessels not holding a navigation license, the measurements—subject to verification by Marina personnel—shall be self-certified by the owner, specifying the standard hull length and beam, in addition to any appendages where these exceed 2% of such values.
3. Exceeding any of the maximum permitted dimensions shall result in reclassification to the next higher category, taking into account berth availability.
4. The maximum permitted beam, including fenders, must not encroach upon the space allocated to adjacent vessels.

5. Admission of vessels exceeding such limits shall be subject to discretionary assessment by the service personnel, taking into account berth availability and the characteristics of the vessel.
6. For each class of vessel, appendages shall also include outboard engines. For the purpose of calculating the vessel's overall dimension, only the length of the engine cowling exceeding the hull length shall be considered.
7. Should inspections reveal deliberately false declarations made by berth holders — whether in transit or annual — the management shall charge the rates applicable to the higher category retroactively from the date of berth assignment. In addition, by way of penalty, a surcharge of 20% shall be applied, calculated on the difference between the incorrectly applied rate and the correct rate. Such inspections may be carried out at any time, with prior notice given to the owner.

#### **Art. 9 – Berth Holder and Transfer (Succession)**

1. Where a berth becomes available due to the death of the previous holder, priority shall be granted to those children, parents, and spouse who acquire ownership of the vessel. In such cases, the heirs must notify the Management of the event and submit a request for transfer (succession), providing documentation proving their status.
2. Berths may be assigned to natural persons under the following conditions:
  - a) Owners of the vessel;
  - b) Financial lessees under a leasing agreement for a vessel whose navigation license is registered in the name of a leasing company;
  - c) Partnerships and limited liability/joint-stock companies, provided that the berth holder demonstrates participation in the company's share capital.
3. Transfer of the berth is permitted under the following conditions and limitations:
  - a) Owners of vessels holding an annual mooring contract and who are in good standing with all mooring fee payments may sell the vessel with the right of transfer to the purchaser;
  - b) After the transfer, the transferee may replace the purchased vessel with another vessel, provided that it falls within the same length category as the previous one and within the dimensional limits allowed for the assigned berth;
  - c) Any subsequent transfers after the first shall not be permitted until at least 12 months have elapsed from the last transfer and, in any event, shall be subject to the discretion and assessment of the Administration in the event of suspected anomalies due to excessive frequency of transfers.

#### **Art. 10 – Absence from the Berth**

1. The berth holder acknowledges the Management's right to make temporary use of the assigned berth whenever it is not being used by the holder, for any reason whatsoever.
2. The berth holder is required to notify the designated service personnel of any absence of the vessel from the berth exceeding 48 hours.
3. In the event of return prior to the declared date, service personnel shall arrange reallocation of the vessel subject to berth availability. In any case, it shall be the responsibility of the berth holder to notify the Marina at least two days prior to returning to the assigned berth.
4. For logistical or operational reasons of any kind, the Management may temporarily relocate vessels to a water area different from the one originally assigned. Users are required to comply with such instructions.

#### **Art. 11 – Obligations and Liability**

1. All berthing, anchoring, loading and unloading operations, as well as embarkation and disembarkation, must be carried out with the utmost care and attention in compliance with the Italian Navigation Code, the provisions of the Local Maritime Authority, and these Regulations, in order to prevent damage to persons or property and to avoid risks of sinking or hazards to other vessels.
2. The berth holder may not make any modifications to the port facilities. Any damage resulting from abnormal or improper use must be fully repaired at the berth holder's sole expense.
3. Access to the dock and the dock itself must remain completely free of equipment or objects at all times. Vessels must moor only in their assigned berth and in such a manner as not to interfere with the manoeuvres of other vessels. Vessels must be properly secured to the designated mooring equipment using lines of appropriate size and strength.
4. In the event of termination of the mooring contract, the user is required to remove the vessel. Should the user fail to do so, GE.CAS. S.r.l. shall proceed with removal of the vessel, including hauling out and transport outside the port area if necessary, charging all related costs to the user.
5. The owner of the vessel shall be liable for any damage caused within the port due to negligence or improper handling, whether to port structures or to other vessels. The user declares that the vessel is covered by a valid third-party liability insurance

policy, including coverage for damage caused to other vessels, equipment, and facilities of the GE.CAS. marina. A copy of the valid insurance certificate must be filed with the administrative office. GE.CAS. S.r.l. shall not be liable for damage caused to berth users by third parties.

6. GE.CAS. S.r.l. assumes no obligation of custody over vessels or small craft and shall not be liable for theft, loss, or misappropriation of objects or valuables belonging to the user. The user is solely responsible for the security of their vessel and for ensuring that it is properly moored. Users are required to protect their vessels with adequate and sufficient fenders, stainless steel mooring springs, and suitable mooring lines. All vessels must be maintained in full working order to ensure safe mooring and must comply with all requirements issued by the competent authorities. GE.CAS. S.r.l. and its personnel shall bear no responsibility in this regard.
7. Any user leaving their vessel at the assigned berth must ensure that all mooring lines are in excellent condition and suitable for use. Any resulting damage shall be borne exclusively by the user and may not be charged to the company.
8. Owners who entrust their vessels to third parties remain personally liable for any damage caused.
9. GE.CAS. S.r.l. shall not be liable for breakdowns, fires, theft, damage and/or tampering affecting vessels, whether caused by third parties or by natural events.
10. Each user must maintain mandatory insurance coverage and is required to provide the offices of GE.CAS. S.r.l. with a copy of the valid insurance certificate as proof of compliance.

## **Art. 12 – Safety Regulations**

1. All vessels moored at the docks must be maintained in perfect working order to ensure safety both during navigation and while berthed. In order to prevent damage to mooring equipment, it is strictly prohibited—except in cases of *force majeure*—for users to drop anchor within the Marina area.
2. While berthed, all vessels must be equipped with suitable devices to absorb possible impacts between vessels (fenders).
3. For technical, administrative and safety reasons, and in order to allow proper control of berth assignments, each vessel shall be provided with an adhesive sticker indicating the assigned berth number. Such sticker must be displayed onboard the vessel in a clearly visible position for inspection by authorized personnel.
4. For logistical or operational reasons, the Management may at any time, at its sole discretion, order the movement and/or relocation of one or more vessels.

The Master of the vessel shall provide immediate cooperation and comply with the instructions issued by the Management. In urgent cases, GE.CAS. S.r.l. may relocate vessels from the assigned berth to another berth of the same category, without objection from the berth holder.

5. Within the port waters and the Marina basin, it is forbidden to clean bilges with overboard discharge, dispose of waste or release any liquid or solid substances that may cause marine pollution or soil the dock areas.
6. Refuelling operations must be carried out exclusively at fixed and authorized fuel stations.
7. While berthed, fuel may be stored only in fixed tanks compliant with applicable law. No other fuel containers may be left onboard.
8. Owners of vessels equipped with petrol engines are required to ensure proper ventilation and dispersion of fuel vapours prior to engine start-up.

#### **Art. 13 – Conduct and Prohibitions**

1. Within the Marina, the general rules for the prevention of collisions at sea and the specific safety regulations issued by the Port Authority of Porto Torres shall fully apply.
2. In the event of conflict between these Regulations and the aforementioned specific rules, the safety provisions shall prevail.
3. Within the Marina area, the following are forbidden:
  - a) Any work that may cause risk, inconvenience, or disturbance to other users. Such work must be carried out only in designated shipyard areas;
  - b) Swimming;
  - c) Disposing of waste outside the designated containers;
  - d) Discharging polluting substances;
  - e) Occupying surfaces or docks with vessels, equipment, materials or other items without authorization from the designated personnel;
  - f) Permanently installing satellite dishes on pilings or quay structures;
  - g) Carrying out unauthorized works;
  - h) Failing to comply with instructions issued by GE.CAS. S.r.l. personnel, its appointed representatives, or the Port Authority;
  - i) Assigning or granting the berth to third parties, even for short periods;
  - j) Exchanging berths between berth holders without express authorization;
  - k) Mooring a vessel different from the one declared in the contract.

4. It is forbidden to leave the electrical cable connected to the power supply outlet during nighttime hours if no persons are onboard. The cable must be disconnected, coiled, and stored onboard. Failing this, the Management is authorized to disconnect the cable without the user being entitled to raise any claim.
5. In order to prevent unnecessary and costly water waste, all users are required to use efficient hoses equipped with automatic shut-off nozzles. After use, hoses must not be left on the quay but must be properly stored onboard the vessel.
6. Should a vessel sink near the docks or quays, the user is obliged to arrange for its removal. In the event of non-compliance, GE.CAS. S.r.l. shall proceed with removal at the owner's expense.
7. Vessel engines may be kept running only for the time strictly necessary to carry out departure from or approach to the Marina.
8. Washing of vessels must be carried out using biodegradable detergents and with limited water consumption. The use of a spray nozzle attached to the water hose is mandatory.
9. The use of divers is forbidden unless prior notification has been given to GE.CAS. S.r.l. and authorization has been obtained from the Maritime Authority, whether for maintenance work or occasional operations such as recovery of objects from the seabed, removal of ropes from propellers, etc.
10. Any conduct that may disturb public peace and quiet is forbidden (including loud radios, televisions, music systems, shouting, etc.). The use of spotlights, sirens, and any sound amplification equipment is also forbidden.
11. The storage outside the designated recycling area of oil, batteries or similar materials is forbidden.
12. The storage of fuels or flammable substances outside authorized areas is forbidden.

#### **Art. 14 – Repairs and Maintenance**

1. Repairs and maintenance involving substantial or major works must be carried out in the designated areas within the port premises.
2. Actions requested by boat owners from the Marina staff, within the scope of their competence, as well as actions carried out by staff on their own initiative for safety reasons, shall be charged on the basis of labor costs and materials used.

### **Art. 15 – Sanctions and Penalties**

1. In the event of violations of the provisions of these Regulations, the following measures shall apply:

- a) For the first infringement, a formal written warning shall be issued.
- b) Upon occurrence of a second infringement, or in the event of continued breach of the obligations set out in these Regulations, and considering the serious prejudice caused to the proper functioning of the Marina, GE.CAS. S.r.l. reserves the right to invoke early termination of the mooring contract.
- c) In the event of refusal to comply with instructions issued by the service personnel, GE.CAS. S.r.l. reserves the right to haul the vessel ashore at the user's expense, with all related costs charged to the user.

### **Art. 16 – Sanitary Facilities and Showers**

- 1. For safety reasons, the sanitary facilities shall remain closed during routine cleaning operations.
- 2. Users are required to exercise the utmost care and proper conduct when using the sanitary facilities, with due respect for other Marina users. Any malfunction or damage to the facilities must be promptly reported to GE.CAS. S.r.l. personnel.

### **Art. 17 – Surveillance**

- 1. The Marina is equipped with a 24-hour video surveillance system. Without prejudice to the powers of the Maritime Authority, berth holders may also make use of the designated Marina service personnel, who are entrusted with surveillance duties, and the prevention of violations and abuses of these Regulations within the Marina premises.  
Where appropriate, such personnel shall inform GE.CAS. S.r.l. and the Maritime Authority of any matters within their respective competence.
- 2. Reports concerning confirmed violations shall be forwarded to the competent authorities for any further measures within their jurisdiction.
- 3. Users who fail to comply with instructions issued by the Marina Management in execution of the provisions of these Regulations may be removed from their berth, including by compulsory means, at their own risk and expense, with immediate loss of berth rights.

#### **Art. 18 – Insurance Requirements**

1. All vessels using the berths must be covered in advance by valid third-party civil liability insurance.  
If a vessel is not properly insured, the Management may deny access to the berth. Where the insured amount (coverage limit) is deemed manifestly insufficient, the Management may require an adequate increase in insurance coverage.

#### **Art. 19 – Unavailability of Berth**

1. Should a berth become temporarily unusable due to *force majeure*, the need to carry out extraordinary maintenance works, or other reasons not attributable to the Management, the costs and expenses related to the temporary relocation of the vessel shall be borne exclusively by the Client.

#### **Art. 20 – Removal**

1. In the cases provided for under these Regulations, the Management shall have the right to remove any vessel from its assigned berth and relocate it to another berth designated by the Management or to store it ashore.
2. With regard to removal, the Management shall proceed unilaterally, following prior notice sent by registered mail with return receipt. Removal shall take place after 10 days from receipt of such notice.
3. The relocation shall be carried out by personnel authorized by the Management, but at the owner's risk and expense. The owner shall remain the custodian of the vessel and shall bear all related obligations.

Furthermore, the Management shall have the right to retain the vessel and, pursuant to Article 1460 of the Italian Civil Code, refuse to fulfill its obligation of restitution until the defaulting user has fulfilled or simultaneously offered to fulfill their payment obligations.

4. Vessels subject to removal shall remain under the custody and responsibility of the owner and shall be returned only upon payment of all amounts due and reimbursement of the expenses incurred for relocation.
5. For as long as the vessel remains within the Port premises after removal, the company shall apply the rates in force for transit mooring.

#### **Art. 21 – Public Hygiene Rules and Prohibitions**

1. Within the port area, the separate waste collection regulations of the Municipality of Castelsardo shall apply by extension.
2. In order to ensure proper waste disposal, berth holders are required to separate and deposit waste in the designated containers located within the Ecological Waste Disposal Area (Isola Ecologica”), according to the following categories: residual waste (dry), organic waste, plastic, paper, glass, and metal packaging, in accordance with the posted instructions.
3. The following are forbidden:
  - a) Transferring the QR code enabling access to the Ecological Area to allow waste disposal by users who are not holders of a mooring contract;
  - b) Depositing waste that is not properly sorted and/or outside the designated containers or outside the established time schedules;
  - c) Using waste bins located in the uncovered port areas to dispose of medium or large quantities of waste, oil containers, paint cans, batteries, tanks or domestic waste.

Boaters who violate these provisions, following formal notice, shall be subject to sanctions pursuant to Art. 15 of these Regulations. In more serious cases of unlawful waste abandonment or repeated violations, the penalties provided for under Art. 13, paragraph 4, of Legislative Decree no. 182/2003 shall apply, ranging from €103 to €500;
  - d) Parking or driving any type of vehicle on gangways, docks, slipways, launching ramps, or quays, except for vehicles used by authorized mooring personnel in service;
  - e) Storing vessels, trailers, or any materials outside areas specifically designated by the Management;
  - f) Leaning bicycles, trolleys or other items against power supply columns or their protective structures.
4. Animals must be kept on a leash at all times. The owner is responsible for ensuring that the animal does not cause disturbance or inconvenience to other clients and does not soil the Tourist Marina premises. Any waste must be promptly collected by the owner.

## **Art. 22 – Fire Prevention Regulations**

1. Firefighting measures are provided not only by the onboard safety equipment of vessels, but also by the port facilities which have been installed in accordance with the Marina's Fire Prevention Plan.
2. Firefighting operations shall be conducted under the direction of the Maritime Authority, which may also rely on the assistance of personnel appointed by the Management and specifically designated for such interventions. The costs of such operations shall be borne by the responsible Client, who shall also be liable for any damages caused to third parties, as well as to the facilities and equipment of the Marina.
3. For fire prevention purposes, within the Port of Castelsardo it is forbidden to:
  - a) Keep hazardous or explosive substances onboard, except for legally required safety flares (rockets, handheld flares, etc.) and fuel necessary for normal use;
  - b) Carry out works involving the use of open flames;
  - c) Light fires;
  - d) Perform maintenance works on vessels while at berth.
4. Owners and/or operators of vessels within the port area must take all possible precautions to prevent fire hazards onboard, implementing all measures required by applicable laws and regulations, as well as those dictated by standard maritime practice.
5. It is forbidden to throw or discharge any material, incandescent object or any flammable substance or goods capable of causing fires into the port waters.
6. It is also forbidden to leave any material, incandescent object or any flammable substance or goods capable of causing fires unattended on docks or quays.
7. On piers and quays where flammable or combustible substances are present, or substances that may intensify combustion or release toxic or harmful gases if involved in fire and/or explosion, it is forbidden to smoke, light matches, discard lit cigarette or cigar ends in their vicinity, light fires or use any source of heat.

#### **Art. 23 – Fire Prevention Provisions**

1. The Master/operator of any vessel moored within the port must:
  - a) refrain from starting inboard engines before properly ventilating the engine compartment;
  - b) avoid leaving the shore power connection and onboard electrical systems energized when not necessary, isolating non-essential circuits and recharging batteries only when the vessel is attended or otherwise monitored;

- c) before leaving the vessel, verify that all fuel taps and valves are properly closed and that no open flames, gas stoves, or other potential ignition sources remain onboard;
  - d) refrain from transferring fuel and/or bunkering operations using arrangements, installations, or equipment not specifically authorized;
  - e) in the event of a fire or start of a fire onboard, promptly alert the Fire Brigade, the Marina Management, and the Maritime Authority in order to activate appropriate emergency measures. The Master/operator shall immediately ensure the safety of persons onboard and implement all necessary actions to contain or extinguish the fire using the vessel's onboard equipment, pending the arrival of emergency services, always giving absolute priority to the protection of human life and physical safety;
  - f) It is further forbidden to store goods, vehicles or equipment of any kind in positions that obstruct or hinder immediate access to Port firefighting equipment, as indicated by the relevant signage.
2. In the event of a fire outbreak onboard, the crew of the affected vessel, as well as crews of nearby vessels, must immediately take all possible actions to extinguish the flames, making effective use of the most suitable equipment available.  
The emergency must be promptly reported to:
- a) Fire Brigade (115);
  - b) Port Authority (1530) – Tel. +39 079 470916 / +39 079 515151;
  - c) Carabinieri (112) – Tel. +39 079 470122;
  - d) Municipal Police – Tel. +39 079 4780940.
3. Firefighting operations shall be conducted under the direction of the Maritime Authority, which may, where deemed necessary, order the unmooring of the affected vessel and its transfer to a location considered more suitable for managing the emergency.
4. For all matters not expressly provided for in these Regulations, explicit reference is made to the fire safety and prevention provisions set out in Ordinance No. 52/2008 of 09/09/2008 issued by the Porto Torres Port Authority.

#### **Art. 24 – Amendments to the Regulations**

- 1. The Management reserves the right, whenever deemed necessary, to amend these Regulations at any time.