

Terms and Conditions of the marina for " ATM MARINA OSOBOWICE " in Wrocław at ul. Osobowicka

Definitions:

Marina - The marina consists of 6 tubular steel dolphins driven into the river bed, existing and 16 tubular steel dolphins driven into the river bed made, one main pier and 4 mooring legs and a gangway connecting the main pier to the concrete waterside.

Marina Manager - ATM Inwestycje Sp. z o.o. with registered office in Bielany Wrocławskie 55-040 at ul. Dwa Światy 1, NIP 1080004301.

Marina Administrator- A natural person, legal entity or any other entity that, on behalf of the Marina Manager, takes care of the day-to-day matters of the Marina, all relevant duties enabling its proper and safe functioning.

Boatswain - A person who, on behalf of the Administrator, is responsible for the proper and safe operation of the marina.

Lessee - a lessee may be an individual, a legal entity or an organisational unit without legal personality, using the Marina, in particular mooring or keeping a Vessel.

In addition, within the meaning of the following Terms and Conditions, a person in command of a Vessel shall be deemed a Lessee.

Vessel - any structure capable of floating on its own or temporarily below the water surface, self-propelled or propelled (towed or pushed) or permanently anchored, with one or more of the following uses: research, communication, storage or living, military, industrial, recreational, fishing, signalling, technical, transportation, special.

Crew Members - persons on board the Vessels.

Fee – payment for the use of the Marina for services provided by the Marina Manager.

1. Use of the Marina is tantamount to acceptance of these Terms and Conditions.
2. The Marina is operated all year round from sunrise to sunset. During the period of closure of the waterway announced by PGWP RZGW in Wrocław, in winter during ice phenomena and during unfavourable navigational conditions, the marina shall not be operated.
3. The marina can accommodate vessels with maximum dimensions: length up to 16 m, width up to 9 m.
4. The Marina entrance may be entered and is intended for the crews of yachts moored at the Marina with extreme caution.
5. It is strictly forbidden to enter the Marina without the permission of the Marina Administrator, the Boatswain or the Marina Manager.

6. Entering and parking on the premises of the Marina is possible only after contacting and obtaining permission from the Boatswain or Marina Administrator. The mooring place shall be indicated by the Boatswain.
7. Registration formalities and fees shall be completed immediately after mooring.
8. Registration shall be made by filling in the "residence card" document.
9. Payment for the place can be made in cash or by credit card at the Marina Master's Office. Payment by bank transfer is only permitted for contracts concluded for the whole season.
10. The fee is charged in advance for the entire declared period of stay.
11. In order to use the marina and the social areas, a "magnetic card" is required, which must be collected from the Marina Master's Office after a deposit has been paid. The deposit is refunded when the card is returned.
12. The crew of the vessel shall inform the Boatswain each time it enters or leaves via radio, telephone or in person.
13. The Marina Administrator, the Boatswain and the Lessees are responsible for the safe operation of the Marina
14. The Marina Manager, the Marina Administrator and the Boatswain shall not be held liable for any damage caused by persons not adhering to these terms and conditions.
15. The Marina Manager, the Marina Administrator and the Boatswain shall not be held liable for any damage to vessels on the premises of the Marina and to the property of the crew, assuming it is not caused by his fault.
16. The Lessee shall be held fully responsible for his/her own actions and those of his/her crew members resulting in damage to the Marina equipment and other vessels, as well as for pollution of the environment.
17. No commercial or for-profit activity is permitted within the Marina without the written consent of the Manager.
18. Crew members may not interfere with the appearance of the Marina by erecting their own structures and equipment or displaying advertising content.
19. General repairs to vessels are prohibited at the Marina and ongoing maintenance work may only be carried out with the prior written consent of the Marina Administrator or the Boatswain.
20. The storage of flammable, explosive and other hazardous materials prohibited by law is forbidden at the Marina.
21. Animals brought into the area of the Marina shall be the responsibility of their owner (dogs must be kept on a lead).
22. Vessels staying at the Marina should have a current third party liability policy.

23. In the event of infringement of the rules by the Lessee or Crew Members, the Marina Administrator, the Marina Manager or the Boatswain shall have the right to demand immediate departure from the Marina area. In the event of an ineffective request to leave the Marina, the Vessel shall be removed by the Marina Administrator and the costs of this operation shall be charged to the Lessee.

24. Further, following is prohibited:

- unauthorised access to the pier
- throwing litter into the water
- pollute the water with grease, oil or fuel
- fishing from the pier or Marina
- swimming
- drinking alcohol
- unjustified use of rescue equipment

25. These Terms and Conditions shall apply to all persons staying on the premises of the Marina.

26. Contact with the Marina Administrator, Boatswain : 783 550 211.

27. Emergency telephone numbers:

- emergency services - 112
- police - 997
- River Police Station - 47 871 27 02 (from 7 a.m. to 3 p.m.)
- Office of Inland Navigation 71 333 08 20
- WOPR Wrocław – 984