

Terms and Conditions of the "ATM MARINA OSOBOWICE" Yacht Marina in Wrocław at ul. Osobowicka

Definitions:

The Marina – The Marina consists of 6 existing steel tubular dolphins driven into the riverbed and 28 newly constructed steel tubular dolphins driven into the riverbed, one main pier, 4 mooring fingers, and a gangway connecting the main pier with the concrete quay.

The Manager – ATM Inwestycje Sp. z o.o. with its registered office in Bielany Wrocławskie (55-040) at ul. Dwa Światy 1, NIP: 1080004301.

The Administrator – A natural person, legal entity, or other organizational unit that, on behalf of the Manager, handles the daily affairs of the marina and all essential duties ensuring its proper and safe operation.

The Boatswain (Bosun) – The person responsible on behalf of the Administrator for the proper and safe functioning of the marina.

The Lessee – A natural person, legal entity, or organizational unit without legal personality using the Marina, in particular mooring or storing a Watercraft.

Additionally, for the purposes of these regulations, the person in command of the Watercraft is also considered the Lessee.

Watercraft – Any structure capable of floating independently on the water surface or temporarily staying beneath it, with its own or external propulsion (towed or pushed), or permanently anchored, used for one or more of the following purposes: research, communication, storage or residential, military, industrial, recreational, fishing, signaling, technical, transport, or special.

Crew Members – Persons staying on the Watercraft.

The Fee – The payment for using the Marina and services provided by the Manager.

1. Use of the Marina is equivalent to acceptance of these Terms and Conditions.
2. The Marina is operated year-round from sunrise to sunset. During periods when the waterway is closed (as announced by PGWWP RZGW in Wrocław), during winter icing events, or in the event of unfavorable navigational conditions, the Marina will not be operational.
3. Vessels with maximum dimensions of up to 16 m in length and 9 m in width may moor at the Marina.
4. Entry to the Marina is possible and intended for crews of yachts moored at the marina, provided extreme caution is exercised.
5. Entry to the Marina without the consent of the Administrator, Boatswain, or Manager is strictly prohibited.

6. Entering and berthing at the yacht marina is only possible after contacting the Boatswain or Administrator and obtaining their consent. The mooring space is designated by the Boatswain.
7. Registration and payment formalities must be completed immediately after mooring.
8. Registration is performed by completing the "Stay Card" (karta pobytu).
9. Fees for the berth can be paid in cash or by payment card at the Boatswain's Office. Payment by bank transfer is only permitted for full-season contracts.
10. The fee is charged in advance for the entire declared period of stay.
11. To use the Marina and social facilities, a "magnetic card" is required, which can be collected from the Boatswain's Office after paying .
12. The crew of the Watercraft is obliged to inform the Boatswain of every arrival or departure via radio, telephone, or in person.
13. The Administrator, Boatswain, and Lessees are responsible for the safe operation of the Marina.
14. The Manager, Administrator, and Boatswain bear no responsibility for any damages resulting from the fault of persons who do not comply with these regulations.
15. The Manager, Administrator, and Boatswain bear no responsibility for damage to Watercraft located within the Marina or the crew's property, provided it was not caused by their fault.
16. The Lessee bears full responsibility for their actions and those of their crew members resulting in damage to Marina equipment or other Watercraft, as well as for environmental pollution.
17. Commercial and gainful activities are prohibited 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 or devices or displaying advertising content.
19. Major repairs of Watercraft are prohibited within the Marina; routine maintenance work may only be carried out after obtaining prior written consent from the Administrator or Boatswain.

20. Storage of flammable, explosive, or other hazardous materials prohibited by law is strictly forbidden within the Marina.
21. The owner is responsible for any animals brought into the Marina area (dogs must be kept on a leash).
22. Watercraft staying in the Marina should have a valid third-party liability (OC) insurance policy.
23. In the event of a violation of the regulations by the Lessee or Crew Members, the Administrator, Manager, or Boatswain has the right to demand immediate departure from the Marina. If the request to leave is ignored, the Watercraft will be removed by the Administrator at the Lessee's expense.
24. Furthermore, it is prohibited to:
- enter the pier without authorization;
 - throw trash into the water;
 - pollute the water with lubricants, oils, or fuel;
 - discharge/pump out gray water, black water, or bilge water into the Marina basin;
 - fish from the quay or the Marina;
 - swim/bathe;
 - consume alcohol;
 - use life-saving equipment without justification;
 - refuel Watercraft from canisters;
 - park cars and trailers outside designated and marked parking spaces or places indicated by the Boatswain.
25. These regulations apply to all persons staying within the Marina.
26. Contact with the Administrator/Boatswain: **+48 783 550 211**.
27. Emergency Telephone Numbers:
- Emergency Services: **112**
 - Police: **997**

- River Police Station: **+48 47 871 27 02** (7:00 AM – 3:00 PM)
 - Inland Navigation Office (UŻŚ): **+48 71 333 08 20**
 - WOPR (Water Rescue) Wrocław: **984**
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