



## Port Adriano Shipyard Rules

**Boat / Company:**

**Name:**

**Position:**

**Id nº/ Passport nº:**

**Sign:**

**date:**

*I have received the documents of "Regulations for Use of the Boat Yard", and the documents about "HEALTH AND SAFETY" \* and I agree to abide for me, my staff and the other companies contracted.*

\*For companies and Freelancers



## **SHIPYARD RULES**

### **1. - Access to the dry docks**

1.1- Both the companies and individual]s who intend to use the dock facilities must sign a leasing contract for the hard standing and launching of yachts, in which they will be obliged to fulfill the following regulations, as well as carry out the necessary measures to ensure a safe working environment.

1.2. - This contract is exempt from the responsibility for the safe keeping of the yachts and the goods that are stored within. The lessee/tenants assume full responsibility for securing their yachts in order to avoid any possible robbery or theft therein.

### **2. - Work carried out on the yachts**

2.1- Any company wishing to carry out work on the yachts, its engines and/or fittings, accessories, or with equipment from the yard for the purpose of repair, or work projects, must prove their identity at the offices of Mirón Climent, SL (Yates Adriano), showing their Social Security company affiliation number or similar, the job order, accepted estimate or contract drawn with the boat owner or fitters, labour relations, and work risk insurance. Without the aforementioned authorization, access to the docks will not be granted, nor the staying on the premises. The permission to work at the boat yard on those jobs not contracted by Mirón Climent S.L. may be denied.

2.2 -All high and unprotected areas of the vessel, height equal to or greater than 2 meters and work area, should remain protected to prevent the risk of falling. If necessary, Mirón Climent S.L.(Yates Adriano), it shall for resolution, giving you the option to resolve on the part of the ship's crew (according to the rules of occupational hazards), or through specialist staff scaffolds Yates Adriano assuming the additional cost.

#### 2.3 -Private owners

Yacht owners, fitters, legally employed crew and direct family of the owners (first grade kinship will be the corresponding members allowed), are all authorized to carry out work on the boats, and in all cases must show the current insurance policies to be in order. Under no circumstances can personnel, with no contract, or not meeting with the regulations stipulated by the dry dock authorities, work at the boat yard.

### **3. - Timetable**

3.1 - The permitted working hours in the boat yard area are as follows:

**From October to February :**

From Monday to Friday 8.00 hrs. until 17.00 hrs. Saturdays from 8.00 to 13.00.  
Sundays and holidays 8'00 until 13'00

**From March to July :**

From Monday to Friday 8.00 to 19.00hrs. Saturdays from 8.00 to 16.00.  
Sundays and holidays 8'00 until 13'00

**From August to September:**

From Monday to Friday 8.00 to 20.00. Saturdays from 8.00 to 16.00.  
Sundays and holidays 8'00 until 13'00

**4.- Bans & restrictions**

4.1. - For basic reasons of health and hygiene the dry standing yachts cannot be used as living quarters whilst being in the boat yard. Once the yacht is grounded it can only be used to sleep in overnight with previous permission from the boat yard offices.

4.2- The use of sinks, washing rooms, and lavatories, even if there is some deposit or tank being used to collect the waste, is totally forbidden.

4.3. - Outside the previously established working hours, the boats will not be able to remain connected to the electricity or water supply, unless some particular job/service is being carried out which has previously been authorized.

4.4.- Leaving accessories, tools, machinery, or objects in any shape or form on the esplanade of the docks is absolutely forbidden - that includes any tenders, however small, bikes, motorbikes, and all kinds of vehicles, which will not be allowed entry without the express permission by the Yates Adriano Company (Miron Climent, SL).

4.5- The pouring of toxic waste and pollutants such as hydrocarbons etc. on the esplanade, or in the sea, is utterly forbidden. In the event of an accidental spill the yacht owner, Captain, or company representative of the person responsible for the accident will be charged for the costs of cleaning as well as any damages that are to be paid to the club and third parties. In any case, the owner of the boat will be the subsidiary responsible of paying the costs caused.

4.6- It is totally forbidden to use explosive or dangerous materials for their highly inflammable nature unless they are solvents or chemical products habitually used in given work procedures.

4.7- The sanding down of any types of metal, the cutting with a disk saw, soldering, spray gun paint work or any other work carried out on the yachts is strictly forbidden without previous authorization: from Yates Adriano.

4.8- It is forbidden to move any supporting blocks that hold the yachts on dry dock. This manoeuvre can only be carried out by the boatswain or personnel of the Yates Adriano company (Miron Climent,S.L.)

4.9- The entry to the premises is forbidden to people under age, in compliance with safety regulations.

**The shipyard will have the figure of the head of security, head of shipyard and responsible for Health and Safety and they will have the power to control all activity carried out within the facilities, in case of non-compliance with the regulations of labor and environmental risks, it will require the necessary documentation, compliance with said regulations, and if necessary, notify the higher authorities for the expulsion of offenders from our facilities. Likewise, Mirón Climent SL reserves the right to prevent access to its facilities to workers or companies that violate said regulations.**

## **5. – Responsibilities**

5.1- Responsibility falls on the people/company executing the jobs in the yard, as well as any ensuing inconveniences, mess or damages that may cause other users of the facilities are they dry-docked or moored. This also includes any damages incurred on the yard itself.

5.2- It is the responsibility of the people/companies that carry out work on the yard to clean up daily, and at the completion of the project, where the yacht was stood once removed. This includes all debris (paint pots, brushes, rags, oils, spare items) derived from the job. The penalty for not doing so will be to cover the costs for removal and cleaning up. The yacht owner will be charged accordingly.

We remind the users that the boat yard has government approved containers allotted for the collection of solid and liquid waste.

5.3 (a): Scaffold and tenting construction and dismantling shall be carried out by our in house scaffold and tenting division in compliance to our insurance policy terms and conditions and in accordance to health and safety guidelines.

(b).-External scaffold and tenting contractors that require to work within the Yates Adriano shipyard should contact our shipyard office to request prior approval before

commencing any works or organizing quoting that may affect the shipyard planning arrangements or timeframes previously organized by the shipyard.

5.4- In order to avoid any theft of materials, tools etc., and the company, captain or yacht owner will have to ensure the safe keeping of all those objects liable to theft by not leaving them out of the yacht, or by keeping them under lock and key. In the case of large bulk, or if it was not possible to store them on the boat, Yates Adriano (Miron Climent,S.L.) can be approached to arrange their safe keeping subject to previous agreement conditions.

5.5- The correct connection to the electricity power points supplied by Mirón Climent S.L (Yates Adriano) is the responsibility of the yacht owner, captain or company working on the yacht. Mirón Climent S.L (Yates Adriano) is exempt from any responsibility whatsoever in this respect.

5.6- The yacht owner, skipper or company representing the yacht is responsible for the boat while it is moored in the crane pit while waiting to be hoisted or during its stay overnight. Should any damage to the ship occur, Mirón Climent S.L (Yates Adriano) is exempt from all responsibility.

## **6. – Obligations**

6.1- Jet spray water cleaning jobs will have to be carried out by renting the machines that the yard has available, excepting the expressed written authorization on behalf of Mirón Climent S.L, and having previously checked the outside machinery in question.

6.2.- It is obligatory to use the vacuum machine for all sanding down activities, as well as whatever protective covers the yard deems necessary.

6.3- Sufficient notification must be given for the need of access for cranes or similar machinery to work in the facilities and these must present current work liability risk insurance policy receipts every six months.

6.4 - It is obligatory to previously inform Mirón Climent S.L (Yates Adriano) of all work to be carried out on the yachts while they are dry docked so that a technical supervisor can co-ordinate the different projects, and ensure that they don't interfere with each other.

## **7. - Non payment. Procedure.**

7.1- The lessee/tenant expressly authorizes Mirón Climent S.L., in the event of non payment, and on the assumption that the yacht is grounded in the facilities for a

further 6 months more than was predicted, without having made the necessary arrangements to prolong its stay,

To take the following action:

- Mirón Climent S.L will notify whoever it may concern that if the boat is not removed within a 30-day period, it will move the boat to a site set aside for storage, even if the site is outside the premise perimeters, and the costs of the removal will be charged to the boat owner.
- If, from the moment the yacht is in storage, 6 months have elapsed and it has not been retrieved, or the costs it has accumulated have not been recuperated, the vessel will be considered to be abandoned, and the holders may proceed to scrap it, the costs being charged to the user.
- Similary! no services will be rendered under these circumstances on behalf of Mirón Climent S.L either.

## **8.- Occupational risk prevention**

8.1- Toxic products or similar substances handled by the user will be subject to inspection by PRL personnel of Mirón Climent S.L (Yates Adriano), or by persons appointed by them in order to verify that the regulations set by PRL are being upheld.

8.2- Mirón Climent S.L (Yates Adriano) has a specialist from PRL at their disposal who will supervise all the activities that could entail a specific risk (yacht lifting, emptying of the pit, interior paint jobs, jobs involving heated elements, confined space procedures, interior wall finishes....) and will ensure that the regulations are being respected. He is able to stop work being done if he detects it is unhealthy or that it can be dangerous to the neighboring yachts, people, environment or the facilities.

## **9. - Vehicle access**

9.1- Only private or company vehicles will be granted access to the premises with previous permission, and for a limited period of time.

## **10. – General**

10.1. - The right to use the washing facilities, social rooms, etc. during working hours is included in the company rates.

10.2- Mirón Climent S.L (Yates Adriano) will exercise its right to deny admittance to those companies who do not comply with the regulations stated above.

10.3 - Mirón Climent S.L (Yates Adriano) will publish the list of censored companies on the board of announcements.

## TPA

Boats that are in TPA will not be launched until the agreement of the captain, Project manager or person responsible for payment of the invoices pending payment.

## FORBIDDEN

It is forbidden to carry out work on the boats by third parties when the owner/company or captain contracts with third parties without intermediation and/or contracting and/or intervention of Mirón Climent, SL.

Authorisation by Miron Climent, SL must in all cases be in writing.

It is forbidden for crew members to carry out work on the vessels other than that strictly assigned to them.

## DISCLAIMER

Mirón Climent, SL, is totally exonerated from any type of responsibility and from the damages that may be caused to the vessel itself and to third parties, when the owner/company or captain contracts with third parties without the intermediation and/or contracting and/or intervention of Mirón Climent, SL, the services to be carried out on the vessel. The owner/company or captain shall be jointly and severally liable for all damages that may be caused in this case.

The above criterion of exoneration of responsibility to Mirón Climent, SL is also applicable when any member of the crew causes any material and/or personal damage/damage due to the execution of work other than that strictly entrusted to the crew of the vessel.

## INSURANCE

The Boat/Company must have insurance policies covering: (i) civil liability; (ii) indemnities; (iii) damage to property of others; (iv) litigation and/or proceedings; (v) business interruption; (vi) fidelity and (vii) all risk insurance or damage to the boat and its equipment that reasonably covers the value of the boat, during its stay at the shipyard facility (Mirón Climent SL).

In relation to the above, the Vessel/Company must submit to Mirón Climent, SL within 3 (three) working days of signing this document a copy of the aforementioned current policies.



## Companies & Freelancers.

All companies or self-employed persons carrying out commercial, industrial or service work, within the premises, will have to present the following

### REQUIRED DOCUMENTATION:

1- Last paid receipt of the Commercial Activities Tax or its equivalent.

2- Proof that they are up to date with their Social Security payments or last TC1 and TC2.

3- Copy of the last TC2.

4. Up-to-date civil liability policy for damages to third parties, for a minimum amount of 600.000€ or 1.500.000€ for hot work, painting or any work involving fire risk or similar. And always upon request to Miron Climent S.L. AS WELL AS A COPY OF THE LAST PAID RECEIPT.

5. List of the personnel who are going to access our facilities with a copy of the respective ID card. If they are not Spanish, a copy of their residence card and a copy of their Social Security registration.

6. AEAT (Tax Agency) certificate of being up to date with tax obligations.

7. Documentation relating to occupational risk prevention:

7a. List of workers who will attend the Yates Adriano facilities (Varadero Port Adriano).

7b. Training that they have received in the prevention of occupational hazards. 7c. Certificate that the workers are in a state of health compatible with the tasks to be carried out (health surveillance).

7d. Name of the coordinator for the prevention of occupational hazards or, where appropriate, the person responsible for generating the documentation on the prevention of occupational hazards.

7e. A list of the risks that its activity may generate and that may affect workers of other companies that carry out activities in the dry dock, as well as the measures to avoid them.

7f. Certificate of the modality chosen for the organisation of prevention (contract with an external prevention service, constitution of the company's own prevention service).

7g. Certificate of being up to date with the payment of the prevention service.

## HIGHLY IMPORTANT NOTICES

DEAR CAPTAIN /OWNER /MANAGEMENT COMPANY.

PLEASE HELP US WITH OUR SHIPYARD PLANNING DATES AND TIMES FRAMES WITH REGARD TO THE ORGANISATION OF SUBCONTRACTORS, SURVEYORS AND EXTERNAL COMPANIES UNDER OUR CONTROL.

**OUR SHIPYARD WORKS AND RUNS ON A PRO-ACTIVE BASIS WITH TIME AND DATE RESTRAINTS OF THE HIGHEST IMPORTANCE.**

PLEASE ORGANISE AND ARRANGE THAT ANY SUB-CONTRACTORS, SURVEYORS AND EXTERNAL COMPANIES WORKING ON YOUR YACHT ARE CLEARLY INFORMED TO COMPLETE THEIR WORKS WITHIN THE ORIGINAL ARRANGED TIMES, FRAMES AND DATES.

PLEASE ORGANISE WITH THE OWNER OR MANAGEMENT COMPANY THAT ALL OUTSTANDING SHIPYARD INVOICES ARE PAID IN FULL 1 OR 2 DAYS PRIOR TO THE AGREED LAUNCH DATE.

FUNDS CAN BE RECEIVED BY CREDIT CARD OR BANK TRANSFER.

THANK YOU FOR YOUR CO-OPERATION IN THESE MATTERS AS THIS HELPS US RUN THE SHIPYARD IN A MORE EFFICIENT WAY TO PROVIDE YOU WITH THE SERVICE YOU

EXPECT.

IT IS COMPLETELY FORBIDDEN TO **CARRY OUT ANY WORK** IN THE SHIPYARD (BOTH INSIDE AND OUTSIDE THE BOAT) **OUT OF WORKING HOURS**. THE OPENNING HOURS ARE DISPLAYED AT THE ENTRANCE TO THE SHIPYARD.

IF YOU NEED TO WORK OUT WORKING HOURS, ASK IN THE OFFICE.

**THE CAPTAINS, OWNERS AND/OR COMPANIES ARE** RESPONSIBLE FOR THE MAINTENANCE, CARE AND CLEANING OF THE BOATS, ESPECIALLY JET SKIS AND TENDERS.

IN NO EVENT SHALL MIRON CLIMENT BE LIABLE FOR DAMAGE CAUSED BY DIRT DUE TO ABANDONMENT OF THE VESSEL

MIRON CLIMENT ARE ONLY RESPONSIBLE FOR THE STORAGE OF THE BOAT UNLESS ANY OTHER SERVICE HAS BEEN CONTRACTED.

IF YOU WOULD LIKE YOUR ZODIAC / TENDER TENTING OR WOULD LIKE TO CONTRACT A MAINTENANCE OR CLEANING SERVICE PLEASE DON'T HESITATE TO CONTACT THE SHIPYARD OFFICE.

THE FOLLOWING HAZARDOUS WORKS:

- SANDBLASTING

- PAINTING
- GRINDING AND CUTTING OF STEEL OR METALS, FIBERGLASS COMPOSITE, ETC...

MUST FIRST BE DISCUSSED AND AUTHORISED BY THE SHIPYARD OFFICE MANAGEMENT PRIOR TO COMMENCEMENT OF THESE WORKS.

YATES ADRIANO, MIRON CLIMENT SL WILL NOT ALLOW EXTERNAL CONTRACTORS TO COMMENCE ANY OF THE ABOVE HAZARDOUS WORK.

-IN ORDER TO MINIMIZE OCCUPATIONAL RISKS AND AVOID MISUSE OF OUR FACILITIES:

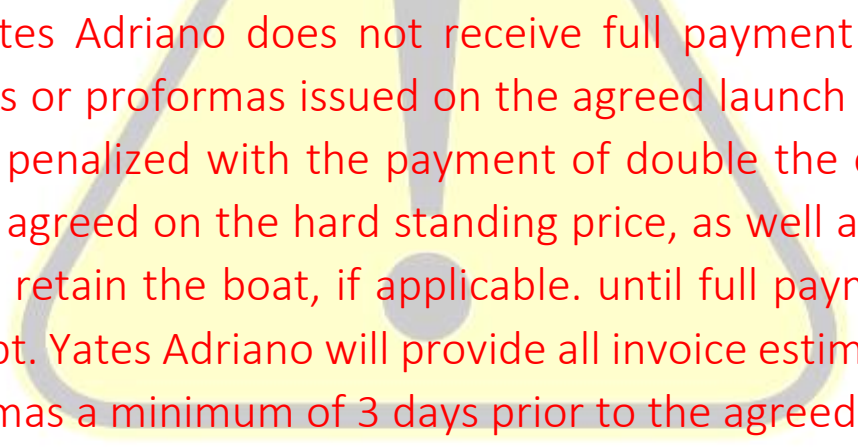
ALL WORK WITH CRANES, TRUCKS, PLATFORMS OR SIMILAR IN PORT ADRIANO'S SHIPYARD, INCLUDING THOSE CARRIED OUT OUTSIDE THE ENCLOSURE, WHETHER MOORINGS, ACCESSES, ETC... IN ORDER TO DO SO, THEY MUST REQUEST WRITTEN PERMISSION DETAILING THE TYPE OF CRANE, THE WORK TO BE CARRIED OUT, THE DATE AND OTHER DATA NECESSARY TO CARRY OUT THE WORK, WITH SUFFICIENT NOTICE TO [OFICINA@YATESADRIANO.NET](mailto:OFICINA@YATESADRIANO.NET) AND [JOAN@YATESADRIANO.NET](mailto:JOAN@YATESADRIANO.NET) .OTHERWISE THEY CANNOT CARRY OUT THEIR WORK, DECLINING THIS COMPANY ANY RESPONSIBILITY.

THE INVOICING, COORDINATION AND CONTROL OF THESE CRANES AND/OR TRUCKS WILL BE THE RESPONSIBILITY OF MIRÓN CLIMENT S.L (YATES ADRIANO), WHO WILL INVOICE THE CLIENT WHO REQUESTS THE WORK.

-PLEASE BE ADVISED THAT THE CAPTAINS, MANAGERS, OWNERS ARE RESPONSIBLE FOR BOOKING SUFFICIENT NUMBER OF DAYS REQUIRED TO ALLOW FOR THE DURATION / COMPLETION OF WORKS.

IN CASE OF ANY DELAYS CAUSED BY EXTERNAL REASONS, CONTRACTORS WHICH ARE NOT CAUSED BY THE SHIPYARD, THE ADDITIONAL PRICE PER DAY WILL BE SHOWN IN THE QUOTATION.

ADVACE NOTICE:



- If Yates Adriano does not receive full payment of the invoices or proformas issued on the agreed launch date, it will be penalized with the payment of double the original charge agreed on the hard standing price, as well as being able to retain the boat, if applicable. until full payment of the debt. Yates Adriano will provide all invoice estimates or proformas a minimum of 3 days prior to the agreed launch date, allowing sufficient time for the funds transfer to reach Yates Adriano's bank account in due time. It is mandatory to send the proof of payment of the invoices, together with the transfer tracking.

YATES ADRIANO reserves the right to penalize in the following cases:

- IN THE EVENT OF DELAY FOR CAUSES OUTSIDE THE VARADERO, THE VARADERO RESERVES THE RIGHT TO APPLY DOUBLE THE RATE DEPENDING ON THE LOSSES / DAMAGES CAUSED BY SUCH DELAY
- IF YATES ADRIANO DOES NOT RECEIVE THE FULL PAYMENT OF THE INVOICES ISSUED OR ESTIMATES SENT BY THE AGREED LAUNCH DATE, IT RESERVES THE RIGHT TO APPLY A PENALTY WITH DOUBLE THE AGREED ORIGINAL CHARGE ON THE PRICE OF OCCUPANCY OF THE ESPLANADE, AS WELL AS THAT HE MAY RETAIN THE VESSEL, IF APPLICABLE, UP TO THE TOTAL DEBT. YATES ADRIANO WILL PROVIDE ALL ESTIMATES AND INVOICES ISSUED A MINIMUM OF 3 DAYS IN ADVANCE OF THE AGREED LAUNCH DATE, ALLOWING SUFFICIENT TIME FOR THE FUNDS TRANSFER TO REACH YATES ADRIANO'S ACCOUNT ON TIME. IT IS OBLIGATORY TO SEND THE PROOF OF PAYMENT OF THE INVOICES TOGETHER WITH THE TRANSFER FOLLOW-UP.

PLEASE BE ADVISED THAT YACHTS WHICH HAVE AGREED TO QUOTATIONS RELATING TO SPECIFIC WORKS I.E. ANTIFOULING, PAINT WORKS, ETC... AND THEN DECLINE THESE WORKS WHEN THE YACHT HAS BEEN LIFTED OUT OF THE WATER ON THE HARDSTABDING WILL BE CHARGED 50% OF THE QUOTED AMOUNT.