

CLUB NÀUTIC L'ESCALA INTERNAL AND DISCIPLINARY REGULATIONS

GENERAL PROVISION

Article 1.

The Club's Internal Regulations govern the relationship between members and the organisation in all matters relating to members' use and enjoyment of the Club's facilities, premises and services.

These Internal Regulations have been drawn up under the Club Nàutic L'Escala Ordinances and Bylaws adopted at the Ordinary Meeting of members on 5 April 2009.

CHAPTER ONE: CONCERNING MEMBERS

Article 2.

The Club Nàutic L'Escala consists of honorary, founder, full and sports members. Each member shall receive a membership card, valid only for the current year, which shall give them the rights and obligations established for each type of membership by the Club's Bylaws and Regulations.

Founder and full members shall have a Club share as specified in the Bylaws. Apart from honorary ones all members shall pay the fees indicated and approved by the General Meeting.

Article 3.

3.1. To register as a new full member of Club applicants must own a Club share. Only founding and full members have a guaranteed right to use a mooring.

Sports members are only entitled to apply for launching rights for a light sailing boat as long as the Club has availability.

3.2. Membership applications must be made in writing to the Board of Directors and supported by two members. The applicant must state their address and undertake to fulfil the obligations inherent in membership. The Board of Directors shall decide on the admission of the applicant.

CHAPTER TWO: CONCERNING CLUB SHARES AND ENTITLEMENT TO USE A MOORING

Article 4.

Under Article 8 of the Bylaws shares have the following categories:

<u>SHARE SERIES</u>		<u>LENGTH</u>	<u>BEAM</u>
A	6.5	2.5	
B	8.5	3	
C	8.5	3.5	
D	10.5	4	
E	14	5	
F	10.5	3.5	
G	12	4	
H	15	5	
I	18	5.5	
J	20	6	

K	12	4.5
L	7	2.75

Article 5.

All founder and full members shall be entitled to use a mooring based on the measures established for the share they have and they shall pay the resultant fees.

A member may not moor a boat larger than the size specified for the share they own. They shall have to use another mooring if available and pay port services rates for temporary users.

The permits currently available to moor a vessel larger than the size specified for the share are temporary and are being phased out over the period set by the members Meeting.

Article 6.

6.1. TRANSFER OF RIGHT OF USE OF MOORING

All transfers of the right to use a mooring shall be subject to the provisions of these Regulations, the Club's Ordinances and Bylaws.

The right to use a mooring may not be transferred between individuals on a temporary or occasional (for temporary users) basis. These transfers can only be made by the Club under Article 24 and following and related articles in the Club's Ordinances.

The holders of a right of use who leave their mooring free for more than 24 hours must notify the Club's management. The Club may then use the mooring when it is not occupied by its owner and transfer it temporarily to others or to temporary users. The owner shall not be entitled to a share of any income received under this arrangement.

In general the free space left by a boat for any reason may not be occupied by another vessel without the permission of the Club or transferred by the owner to others. However, a member or one of their first degree relatives may use the space for another boat they own after the Club has been informed if it is not larger than the size specified for the member's share.

The owners or holders of a right of use may not freely change the mooring that has been assigned to them by the Club's management. By contrast the Club's management shall be entitled to change it for organisational and/or safety reasons.

6.2. TRANSFER BETWEEN LIVING PEOPLE OF THE RIGHT TO USE A MOORING:

The right to use a mooring is only transferable between individuals when it is transferred permanently and under the procedures and requirements referred to in Article 27 of the Club's Ordinances.

If there are several co-owners, they shall designate only one of them who may use the mooring right and who shall represent them before the Club. The designated person shall have all the rights and obligations of the Club, except for the obligation to pay fees which shall be severally shared by all the co-owners of the right to use the mooring.

The new owner shall pay the costs of fitting out the mooring at the prices or rates in effect at the time.

6.3. TRANSFER ON DEATH OF THE RIGHT TO USE A MOORING:

In transfers of the right to use a mooring after the death of an owner or holder set out in Article 28.2 the Club's Ordinances, the new holder must provide the legally admissible inheritance document for that purpose.

The Club shall recognise the transfer on death of the right to use the mooring when the following requirements are met:

-The inheritance document expressly states the transfer of the right to use the mooring of the Club to the new owner or alternatively another document stating the transfer of the right to use the mooring is provided along with the inheritance document.

-All payments for fees, services and expenses are current.

If the successors and/or heirs do not notify the Club about the new owner within the 6 months following the death of the owner referred to in Article 28.2 of the Club's Ordinances, the Club Manager shall write to the successors and/or heirs at the last known address of the deceased in the Club's records to ask them to tell the Club the name of the new owner within twenty days and pay any outstanding fees and charges.

If they do not or do not become current with payments, the Board of Directors shall be authorised to temporarily suspend service for at most six months under Article 36 of the Club's Ordinances.

After service has been temporarily suspended for 6 months, the Club shall be entitled to terminate the right of use of the mooring under Articles 31 and 32 of the Club's Ordinances.

If there are several heirs, they shall designate only one of them who may use the mooring right and who shall represent them before the Club. The designated person shall have all the rights and obligations of the Club, except for the obligation to pay fees which shall be severally shared by all the heirs who own the right to use the mooring.

The new owner shall pay the costs of fitting out the mooring at the prices or rates in effect at the time.

CHAPTER THREE: CONCERNING THE CLUB'S RELATIONS WITH ITS MEMBERS

Article 7.

No member, including members of the Board, may establish relations on behalf of the Club with people, authorities or organisations in matters affecting the Club without the prior knowledge and approval of the President, and any action they perform shall be invalid.

Article 8.

Members and their family and companions shall have free entry into the Club's premises.

People not connected with the Club may not enter its premises and facilities.

Under the Club's Bylaws members may bring companions with them and shall be solely responsible for these companions. This permission may be withdrawn at any time by a Club Officer acting for the Board of Directors when required by the needs of the Club in the latter's opinion. Under the responsibility of the member companions shall be subject to the Club's Ordinances concerning the rules for the management, use, operation, service and regulation of the Club's marina.

Article 9.

The Club is not responsible for any theft or robbery of boats and equipment and other items that are in them or outside them, for collisions between vessels and losses caused by fire or bad weather, any accident, damage or injury of any kind to persons, vessels and other assets taking place at the Club or during its water or club activities, or for any measures taken by government agencies concerning the vessel and situation of each member. It is also not responsible for the salvage and rescue of boats and people at sea.

The Club shall not accept any responsibility for accidents, theft and damage that may occur to the property of members or for incidents in mooring, parking or driving vehicles within the Club's premises either on land or at sea.

The Club shall take out insurance to cover liability and ordinary operating perils.

Article 10.

Any incidents, breakdowns or contingencies experienced by users that may affect others shall be immediately reported to the Club's management.

As a consequence of the point in the previous paragraph, all members must have at least liability insurance for their boat and accept their responsibilities under all circumstances. In addition, and due to the specific circumstances of the Club's activities, it is recommended that boat owners take out specific cover for theft, fire and sinking of their boats.

All members are further required to have the necessary protection (safeguards) on their boat under the terms set out in the Club's Ordinances. If they do not have it, the Club's management shall be entitled to take the measures provided for in Article 41.1, 1, 2, 3 of the Ordinances.

All members are also required to maintain their boat's covers, ropes and exterior components in good condition for reasons of safety and general order of Club premises.

Article 11.

The user or owner of a vessel and/or other property in the area of the Club shall be responsible for any personnel they employ who are not part of the Club's workforce.

The Club shall not accept any liability, including secondary liability, for any events referred to in the previous paragraph.

Article 12.

Club areas and facilities may not be used for professional or profit-making purposes, except those provided for and authorised by the Club.

Article 13.

Any boat on the Club's esplanade or moored at a quay or jetty and not in the charge of anyone may be considered abandoned in the cases provided in Article 28 of the Port Ordinances of the Government of Catalonia. Action shall be taken under Article 38 of the Club's Ordinances in relation to the aforementioned Article 28 of the Port Ordinances of the Government of Catalonia.

Article 14.

The Club shall not be liable for actions in breach of obligations and/or other illegal actions carried out by boat owners and users on their own initiative and concerning their own vessel or people within the area of the Club.

Article 15.

Boats, trailers and other items on dry land on the Club premises shall be subject to a fee for storage and other services as decided by the General Meeting.

If the fee is not paid the Club shall collect it by legal means and non-payment may be grounds for termination of the right of use of the mooring included in Article 31.1 of the Port Ordinances.

Article 16.

People may freely walk around the Club area except on and in Club jetties and buildings. The Club shall not be liable for any reckless or negligent actions by these people.

Article 17.

The Club has an employment agreement that governs the responsibilities and work of the people hired by the organisation. It also has a democratically elected workers' representative who deals with all matters relating to the maintenance, monitoring and improvement of the agreement.

Club personnel shall do all the work specified for their occupational category as defined by the agreement and that required by the organisation's management system.

Article 18.

All complaints and queries from members and temporary users shall be made in writing to the Board of Directors or Club Management and submitted to the Club's main office. Complaints and queries by email and via the Club's website shall also be registered and answered.

Members may also write to the organisation's Sports Director about any issues concerning the Club's sports operations.

Article 19.

Requests for services should be addressed to the Club Secretary who shall decide in conjunction with department heads when and how to provide them. Under the Club's organisational rules, requests may be made directly to the Marine and Sports departments for all the services that they provide directly.

The Club has a main office and a sports office which members can contact for information and to ask for services as set out in the previous paragraph.

Article 20.

Founder and full members are required to pay membership and mooring fees.

The single annual membership fee shall be charged in January and must be paid within 30 days.

The mooring fee includes the fee itself and other port and/or sports services and is also single and annual. Because the fee is single and annual it is paid once in full regardless of the specific periods that the member may use the mooring. The fee shall be charged in February and must be paid within 30 days.

Members who do not wish to use their mooring in a given year must tell the Club's Secretary 15 days before the start of the year. If they do not do this the Club shall bill them for the mooring fee in the way specified in the preceding paragraph.

Exceptionally, a member who brings a boat from 1 October until the end of the year will only be charged a mooring fee for the third quarter of the year. This fee shall also be a single one

for the entire quarter and irrespective of the specific days in the quarter when the member uses the mooring.

Sports members shall also pay a single annual fee which they will be told about in January and must pay in 30 days.

Unpaid mooring fees shall be governed by the provisions of the Club's Ordinances and, indirectly, by the Government of Catalonia's Ordinances. Non-payment of membership fees shall be governed by the disciplinary procedure set out in these Internal Regulations.

Article 21.

In the event of bad weather or any other contingency that so requires, the Club may taken any measures concerning the boats and property of members on its premises in order to protect its own property and shall pass on any expenses to the user or owner.

Club staff shall help boats in need of assistance when circumstances permit.

Article 22.

Members may be required by the Club's staff at any time to give proof of ownership or right of use of the vessel they moor at the marina run by Club.

Article 23.

Any vessel engaged in professional activities may be moored in cases of force majeure and without any charge on the Club's premises, provided it observes the regulations of the Marine Authority with respect to these lists and complies with the Club's Ordinances.

Article 24.

When temporary users arrive at the Club they must present their personal and boat documents and shall be subject to the general rights and obligations of the Club. In particular they must specify how long they intend to stay and pay the fee in advance. Temporary users may enjoy all the services offered and are also responsible for any damage they may cause to the Club's facilities and property during their stay. They must respect and comply with these Internal Regulations and also the Club's Bylaws and Ordinances where applicable.

Article 25.

Members must report any anomalies they find which are related to these articles to Club staff and/or the Club's management. All members are also entitled to ask for an explanation from Club management if they believe Regulations have not been enforced.

Irrespective of the foregoing, the Club shall begin proceedings against any member whose actions may be harmful to the club as an organisation and undermine its general interest or are manifestly illicit as prejudicial to reputation, morality, public order or health.

The Board of Directors shall interpret, assess and deal with any actions detrimental to the general interests of the Club which are not provided for in these Regulations or the Club's Ordinances and Bylaws.

CHAPTER FOUR: CONCERNING DISCIPLINARY PROCEDURES

Article 26.

Pursuant to Chapter III of the Club's Bylaws, these Internal Regulations, as approved by the Board of Directors and ratified by the General Meeting, establish a system of penalties and disciplinary and appeal procedures in accordance with the law. The disciplinary system set out in the Sports Act, enacted by Legislative Decree 1/2000 of 31 July, is applicable on a subsidiary basis.

Article 27.

The following are very serious offences:

- a) Smoking, leaving the engine running or making phone calls during fuelling operations.
- b) Repeated disobedience of the decisions of the General Meeting or the resolutions and decisions of the Board.
- c) Disrespect for and/or serious offences against the person of the President or any member of the Board of Directors or their relatives.
- d) Committing any crime or misdemeanour within the precincts of the Club.
- e) Discharging any solid or liquid pollutant on land or in water.
- f) Carrying explosive materials onboard a boat except for the statutory rockets.
- g) Committing three serious offences in two years.
- h) Using the Club's premises and facilities for professional or profit-making purposes.

The following are serious offences:

- a) Transferring use of a berth to another person when not allowed.
- b) Deliberately and repeatedly occupying a mooring other than the one assigned by the Club.
- c) Using the mooring without permission for a vessel other than the one assigned, even if owned by the same member.
- d) Not paying the costs of boats, trailers and other items that are in dry dock.
- e) Refusing to show the Club and its staff proof of ownership or right to use the boat moored or left at the Club.
- f) Not paying club fees or any other type of charges approved by the General Meeting and/or the Board of Directors for more than three months.
- g) Breach of obligations as a member of the Electoral Board and/or Board of Directors.
- h) Lighting fires or using naked flame lights.
- i) Discharging any rubbish, liquid waste or any non-polluting liquid or solid material on land or in water. Rubbish shall be deposited in the bins provided for this purpose.
- j) Committing three minor offences in two years.

The following are minor offences:

- a) Doing activities onboard ship that might disturb others.
- b) Keeping the engine running with the boat moored at the dock.
- c) Letting loose the halyards so they may hit the masts.
- d) Fishing, water skiing, bathing and swimming in the harbour waters.
- e) Washing clothes, showering, cooking, etc. on the jetties, washing cars, parking caravans, lorries, coaches, etc.
- f) Sailing inside the club at speeds higher than the speed limit and/or breaking any other ordinances set by the Club's management.
- g) Use of equipment owned by the Club by any person not on the Club's staff, except in those cases where they have been expressly authorised by the boatswain or Club management. Any damage will be the responsibility of the person causing it.
- h) Mooring an auxiliary boat or other fixed or floating objects to the jetty and/or leaving any object or vehicle on the jetties.
- i) Owing the club less than a quarter of club fees or any other charges approved by the General Meeting and/or the Board of Directors which is equivalent to a debt of less than three months' club fees.
- j) Not having sufficient safeguards in the opinion of the boatswain.

Article 28.

In addition to possible disciplinary proceedings against a member, any such conduct as set out above, whether by action or omission, shall be grounds for Club management to immediately take mandatory steps to remedy it.

Article 29.

The penalties for offences after disciplinary proceedings have been completed shall be as follows.

- a) For minor offenses from public or private reprimand to temporary suspension of membership for one month.
- b) Serious offences shall be penalised with temporary suspension of membership from one month and one day to six months.
- c) Very serious offences shall be penalised with temporary suspension of membership from six months and one day to permanent loss of membership.

Under all circumstances the offender shall indemnify the Club for any damages that their offence may have caused.

Article 30.

The Club's Board of Directors shall rule on disciplinary proceedings.

Proceedings may be initiated automatically or on the report of a member. Before opening disciplinary proceedings the Board of Directors may agree to an internal inquiry before deciding whether to begin disciplinary proceedings or to file the case.

Once it has decided to begin proceedings, the Board of Directors shall appoint an investigator from among its members. The investigator shall gather evidence and take the measures required to draw up a charge sheet stating the alleged facts. The offender shall be told about the charge sheet and will have 10 working days from the date of notification to present their arguments.

After the defence arguments have been received or the deadline has elapsed, the investigator shall draw up a proposed ruling to be reported to the offender who will again have 10 days in which to file their arguments concerning this ruling.

All records shall be sent by the investigator to the Board of Directors for it to hand down its ruling.

The disciplinary and surveillance system shall also be applicable to temporary users of the Club's premises.

Article 31.

Appeals may be lodged against rulings in disciplinary proceedings as specified in Article 15 of the Bylaws.

Article 32.

If an event or situation is unforeseen, the Board of Directors reserves the right to change or amend these Regulations for the benefit of the Club, subject to asking for ratification at the following meeting.

These Internal Regulations have been approved by the full meeting of the Board of Directors of the Club held on 27 March 2010 and by unanimous agreement of the General Meeting of members held on 25 April 2010.