

MARINA YACHT PARK REGULATIONS

General Provisions

Article 1.

1. The hereby Regulations specify the terms and conditions of using Marina Yacht Park in Gdynia.
2. The hereby Regulations shall apply to any persons using or intending to use Marina Yacht Park in Gdynia, including anyone present on its premises.

Article 2.

The definitions used herein shall be construed as follows:

1. **Marina Yacht Park** – an area of the Port of Gdynia constituting part of the President's Basin, situated between the President's Pier, Fishing Boat Pier and Pier No. 1, with the Port Authority building located on Pier No. 1.
2. **Marina Operator** – "Dalmor Property Management" Sp. z o.o. with its registered office in Gdynia, ul. Hryniewickiego 10, 81-340 Gdynia, entered into the register of entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS No. 0000562787, NIP [Tax Identification No.] 586-22-98-023, share capital PLN 500,000 (paid in full).
3. **Marina Personnel** – Manager, Bosun and any persons reporting to them and employed by the Marina Operator.
4. **Vessel** – any watercraft admitted to navigation on the waters of the Republic of Poland in accordance with the applicable laws and regulations.
5. **Crew Members** – any persons aboard a Vessel.
6. **Port Authority** – a building housing offices and sanitary facilities of Marina Yacht Park.
7. **User** – any person present on or otherwise using the Marina Yacht Park premises for any purpose.
8. **Lessee** – a natural or legal person or an unincorporated body using the infrastructure of Marina Yacht Park under a Mooring Agreement, and particularly, any person mooring a Vessel of which it is the owner or holder – including being its shipowner
9. **Mooring Declaration – Booking**: an informative document of the same name prepared by means of a form signed only by the prospective Lessee, in which the prospective Lessee shall declare its intention to moor the Vessel at Marina Yacht Park, and which shall contain information about the Vessel itself and the time of its mooring and any other data necessary to conclude the Mooring Agreement.
10. **Mooring Agreement** – an agreement whose subject matter shall be the mooring of a Vessel, and which shall be concluded between the Lessee and the Marina Operator in the manner and under the terms and conditions provided for herein and in Marina Yacht Park Marina Price List, as well as a document confirming the conclusion of such an Agreement.
11. **Marina Yacht Park Price List** – Marina Yacht Park's current mooring fees, as well as fees for its services and other related conditions of stay.
12. **Regulations** – the hereby Marina Yacht Park Regulations.

Article 3.

1. The Marina Operator holds the legal title to the Marina Yacht Park premises.
2. Marina Yacht Park has access to electricity supply points and water mains and is equipped with such sanitary facilities as

showers, toilets, a laundry and a wastewater collection point.

Article 4.

1. The conclusion of a Mooring Agreement by and between the Lessee and the Marina Operator and the payment by the Lessee of the applicable fee shall be tantamount to the conclusion of an agreement for the mooring of a Vessel at the Marina under the terms and conditions specified herein, as well as in the Agreement and Marina Yacht Park Price List. In its use of the Vessel berth so rented, the Lessee shall comply with the terms and conditions resulting from the Mooring Agreement and the hereby Regulations.
2. By signing the Mooring Agreement, the Lessee confirms that the Vessel berth is in a condition suitable for the Lessee's needs.

Rules for mooring at Marina Yacht Park

Article 5.

1. Marina Yacht Park is open to vessels with a draught of up to 7.5 metres.
2. Navigating a vessel inside Marina Yacht Park or otherwise entering its premises shall be construed as acceptance of the Marina Yacht Park Price List and Regulations.
3. The Crew Members of Vessels using Marina Yacht Park shall notify the Marina Personnel of their intention to navigate into or out of the Marina via VHF radio (channel 12) or by dialling 78 555 7777 and shall follow any instructions given by the Marina Personnel.
4. Berths for specific vessels shall be indicated by the Marina Personnel. Crew Members may only moor their Vessel at the designated berth.
5. Vessels may not impede the mooring of other vessels or occupy more mooring space than allowed based on the mooring fee paid.
6. Berths shall not be assigned to Vessels on a permanent basis. Crew Members shall be required to move the Vessel to another designated berth upon request of the Marina Personnel. Should contacting the Vessel's Crew Members prove impossible or if Crew Members fail to comply with the Marina Personnel's request, the Marina Personnel shall be authorised to move the Vessel to another berth at Marina Yacht Park.
7. The Lessee may not sublet the Vessel berth or let it be used by other persons under any legal title.
8. Marina Personnel may deny any Vessel the entry into the Marina Yacht Park.
9. In cases where Crew Members disembark the Vessel for more than 24 hours, the Lessee shall be obliged to notify Marina Personnel about this and leave a duplicate key to the Vessel at the Port Authority to allow the Bosun to access the Vessel should any emergency arise. Any consequences of failure by the Lessee to comply with the above obligation shall be borne by the Lessee alone and the Lessee shall have no right to make claims against the Marina Operator.

Crew Members aboard Vessels arriving from countries outside the Schengen Area shall comply with any laws and regulations applicable in this respect and remain in Marina Yacht Park until cleared by the relevant services, including the Border Guard and Customs Service.

Mooring Declaration – Booking

Article 6

In cases where the prospective Lessee intends to enter into a Mooring Agreement between 1 November of a given year and 30 April of the subsequent year, the Lessee must submit a Mooring Declaration – Booking to the Marina Operator prior to the conclusion of the Mooring Agreement. The Mooring Agreement shall then be drawn up and concluded based on Mooring Declaration – Booking so submitted.

Mooring Agreement

Article 7.

1. The mooring of a Vessel shall require the conclusion of a Mooring Agreement and full payment of the applicable fee in accordance with the Marina Yacht Park Price List and the Regulations, as well as the submission of the Vessel's registration documents to the Marina Operator upon its request.
2. Any Lessee who fails to pay for the mooring (including prepayments and extra charges for extended mooring) or refuses or otherwise fails to sign the Mooring Agreement shall be obliged to immediately leave the Marina Yacht Park and shall only be allowed to re-enter it once it has paid any outstanding dues and has resumed compliance with the provisions hereof.
3. By signing the Mooring Agreement the Lessee confirms that it has read and understood the Regulations and the Marina Yacht Park Price List.

Mooring Period

Article 8.

1. The Mooring Agreement shall be concluded for the period indicated therein.
2. The Marina Operator reserves the right to terminate the Mooring Agreement with immediate effect if the Lessee is in arrears with the fees due or uses the berth in a manner inconsistent with the hereby Regulations or is otherwise in breach hereof.
3. The Marina Operator shall be entitled to terminate the Mooring Agreement with a 14 days' notice in cases where:
 - it is necessary to carry out repair work on the premises of Marina Yacht Park and the failure to do so would result in a breach of the relevant laws and regulations, put at risk the life and limb of Users, or jeopardise the operations of Marina Yacht Park in whole or in part,
 - it is necessary to remove failures preventing the use of a berth provided for in the Mooring Agreement or designated pursuant to Article 5 section 6 hereof, in cases where the Marina Operator is unable to provide the Lessee with another berth at Marina Yacht Park.In such case, the Marina Operator shall charge a mooring fee for the actual period of the Vessel's mooring in the Marina, proportionally in terms of the amount of such fee and the mooring period.
4. In cases where the Vessel's mooring period is to be extended, the Lessee must first agree upon the berth with the Marina Personnel and conclude a Mooring Agreement along with paying the mooring fee in accordance with the hereby Regulations, as well as settle any previous dues to the Marina

Operator for the use of Marina Yacht Park.

Article 9.

1. The Lessee shall be obliged to remove the Vessel from the premises of Marina Yacht Park immediately upon expiry or termination of the Mooring Agreement.
2. Upon termination of the Mooring Agreement, the Lessee shall be obliged to hand over the berth in an undamaged, tidy condition.
3. Should the Lessee fail to remove the Vessel, the Marina Operator shall be entitled to remove it from the berth at the Lessee's risk and expense, including handing it over to an appropriate entity for safekeeping. The Lessee shall be issued the documents authorising it to collect the Vessel, including from storage, only upon reimbursement to the Marina Operator of the costs of the Vessel's removal, including its placement in storage, and payment of any other amounts due to the Marina Operator.
4. Should the Vessel remain at Marina Yacht Park without the required legal title, the Lessee shall be obliged to compensate the Marina Operator for non-contractual use of the berth, such compensation to be 200% of the valid basic daily rate (without discounts), as specified in the Marina Yacht Park Price List.

Fees and Payments

Article 10.

1. The amounts and terms of payment of fees for:
 - mooring the vessel at Marina Yacht Park (mooring fee),
 - electricity consumption,
 - drinking water,
 - use of sanitary facilities (toilets, showers, laundry),
 - use of the wastewater collection point,shall be governed by the Marina Yacht Park Price List, which is an integral part hereof.
2. The fees indicated in the Marina Yacht Park Price List are gross amounts, including VAT at the rate applicable as of the date of the Price List's introduction. Where any amendment to VAT rates is introduced, amended VAT rates shall be binding upon the Lessee from the moment they must be applied by the Marina Operator, with no amendment to the Mooring Agreement required. In this respect, the necessary adjustments shall be made to cover the period in which the new VAT rates apply.
3. A Mooring Day for a Vessel moored at Marina Yacht Park shall be counted from 12:00 p.m. on one day to 12:00 p.m. on the next day.
4. An appropriate fee for the berth, corresponding to the declared mooring time, shall be paid in advance prior to the handover of the berth, as provided for herein.
5. In cases where the Mooring Agreement is concluded between 1 January and 31 March of the same year for a later period, the Lessee may pay the mooring fee in two instalments: PLN 5,000.00, payable within 7 days of the conclusion of the Mooring Agreement with the remaining amount to be paid prior to the beginning of the term for which the Mooring Agreement is concluded and thus before the handover of the berth at Marina Yacht Park to the Lessee. Where the above takes place and the Lessee opts to pay the mooring fee in instalments, the initial instalment paid by the Lessee shall be deemed a non-refundable booking fee and shall be forfeit to the Marina Operator should the Vessel indicated by the

Lessee fail to arrive at Marina Yacht Park within the time period foreseen in the Mooring Agreement. In such a case, the Mooring Agreement shall be terminated without the need to submit any additional representations by the Parties thereto.

6. Fees may be paid in cash, by debit or credit card or by online transfer (upon presentation of the transfer confirmation).
7. The Lessee hereby agrees that when paying with debit, credit or prepaid cards, as well as in the case of pre-authorised transactions and the pre-authorisation process, the transaction may be made without the card being physically present at Marina Yacht Park. Such transactions may only include additional charges not covered by the mooring fee paid, including for extended mooring time, failure to return the Access Card, etc.
8. The Lessee authorises the Marina Operator to issue VAT invoices without the recipient's signature. The Lessee represents that it consents for the Marina Operator to issue VAT invoices, as well as duplicates thereof and adjustments thereto, in electronic form (in PDF format) and send them to the Lessee's e-mail address indicated by the Lessee in the Mooring Agreement in accordance with the provisions of the Act of 11 March 2004. on tax on goods and services (Dz. U./Journal of Laws/ of 2020, item 710, as amended). The Lessee declares that the address provided in the Mooring Declaration is the proper address for sending VAT invoices, as well as duplicates thereof and adjustments thereto. Where formal or technical obstacles prevent the electronic issuing and sending of VAT invoices and VAT invoice adjustments and duplicates, they shall be sent in paper form.
9. When making any payments resulting from the Marina Yacht Park Price List, the Lessee shall each time be obliged to indicate the number of the Mooring Agreement or the number of the invoice to which the payment relates.

Article 11.

1. In the event of an amendment to the Marina Yacht Park Regulations or a change of the fees resulting from an amendment to the Marina Yacht Park Price List, the Marina Operator shall notify the Lessee in writing or by e-mail of the new provisions of the Marina Yacht Park Regulations or Marina Yacht Park Price List, as the case may be. The Marina Yacht Park Regulations or Marina Yacht Park Price List so amended shall be binding upon the Lessee from the first day of the month following the month in which the Lessee has received notification of amendments to the Marina Yacht Park Regulations or Price List.
2. In the event that the Lessee receives a notification referred to in section 1, the Lessee may terminate the Mooring Agreement with one month's notice. The Lessee's statement of termination shall be submitted to the Marina Operator in writing or by e-mail within 14 days of receiving notification of the amendment to the Regulations or the new applicable fees. If no notice of termination is given within this time, the provisions of section 1 shall apply.

Rules of Order

Article 12.

1. Obligations of the Lessees, Crew Members and other Users present at the Marina Yacht Park premises shall be as

follows:

- a. Vessels may conduct power-driven navigation at a speed of no more than 3 knots;
 - b. Vessels may only manoeuvre as directed by the Marina Personnel;
 - c. Vessels must be moored properly and their Crew Members must follow safety and order principles while aboard;
 - d. Vessels must be used in such a way as not to disturb safety and order at Marina Yacht Park;
 - e. Both Vessels and their berths must be kept neat and tidy;
 - f. Marina Yacht Park facilities may only be used for their intended purposes;
 - g. waste must be segregated and disposed of only in designated areas;
 - h. disturbing other Marina Yacht Park Users is strictly prohibited;
 - i. all generally applicable laws and regulations – including fire and environmental legislation – must be complied with.
2. Manoeuvring training in the Marina Yacht Park basin can only be carried out on Vessels that are moored at the Marina for at least 5 days, with prior notification and written or e-mail consent issued by the Marina Personnel.
 3. Obligations of the Marina Operator shall be as follows:
 - a. prepare berths ready for use;
 - b. issue codes or access cards enabling the Lessee to enter the Marina Yacht Park piers and use its services in accordance with the payment made by the Lessee;
 - c. enable Marina Yacht Park Users to use electricity for a fee;
 - d. enable the use of showers and laundry facilities for a fee;
 - e. provide a waste collection site;
 - f. provide a point for the collection of wastewater for a fee.
 4. The following conduct is prohibited at Marina Yacht Park:
 - a. anchor dragging;
 - b. using loud acoustic signals without good reason or contrary to marine navigation principles;
 - c. generating a big wake;
 - d. using naked flame;
 - e. carrying out deck work on the Vessel that may pollute the environment or create a hazard for other vessels;
 - f. refuelling;
 - g. storing any flammable or explosive materials, as well as any materials dangerous to human life and limb or prohibited by law;
 - h. carrying out repair work on the Vessel without written or e-mail permission of the Marina Personnel;
 - i. using Marina Yacht Park equipment and facilities contrary to their intended use;
 - j. drinking alcohol and taking any other intoxicants;
 - k. swimming and diving;
 - l. fishing;
 - m. placing packaging of products deemed environmentally damaging in inappropriate waste disposal containers;
 - n. throwing waste or discharging wastewater into the water.
 5. Lessees shall dispose of hazardous waste or waste deemed environmentally harmful (technical oils, gas, solvents, paints, flammable materials, disinfectants) themselves.

6. The Lessee shall be required to notify Marina Personnel of any damage or destruction caused to the Marina Yacht Park infrastructure.
7. A curfew is in effect at the Marina Yacht Park premises between 10:00 p.m. and 6:00 a.m.
8. Marina Yacht Park has a Vessel Wastewater Collection Point.

Article 13.

If during the mooring of the Vessel it is discovered that the berth requires repairs that must be performed by the Marina Operator, the Lessee shall immediately notify the Marina Operator thereof; otherwise, the Lessee may be held liable for any damage that may arise as a result of a delay in such notification.

Article 14.

Without the written or e-mail consent of the Marina Operator, the Lessee may not carry out business activity on the Marina Yacht Park premises or set up any kind of structures, devices, installations, advertisements, neon signs, banners, information signs or satellite dishes thereon, nor may the Lessee and use any technical shafts for the installation of such things as cables.

Article 15.

The Lessee shall be liable for any damage caused on the Marina Yacht Park premises by his fault, as well as the fault of other persons acting on its behalf or by its order.

Conducting business activity on the Marina Yacht Park premises

Article 16.

1. Conducting any business activity on the Marina Yacht Park premises, including displaying advertisements etc., requires the prior written or e-mail consent of the Marina Operator, which shall specify the technical and financial conditions for the conduct of such activities, including the establishment of fees higher than those provided for in the Marina Yacht Park Price List. Should the Marina Operator express such an expectation, the above consent and any associated arrangements may be covered by a separate written agreement entered into with either the Lessee or another User.
2. If the Marina Operator consents to the conduct of business activity, the Lessee or another User shall be bound to apply the hereby Regulations in full, unless the Marina Operator's consent contains different provisions or additional provisions not provided for herein.
3. Prior to the commencement of the relevant business activity on the Marina Yacht Park premises, the Lessee shall obtain – at its own cost and risk – all the required permits, approvals and consents or to make the relevant notifications necessary to conduct such activity, as well as to adapt the Marina Yacht Park to such use and the business conducted by the Lessee or another User to the extent necessary and in accordance with the conditions imposed by the Marina Operator.
4. The Lessee or another User shall be obliged to conduct their business in such a way as not to cause a nuisance to the surroundings and not to expose themselves or the Marina operator to legitimate claims or complaints from third

parties, particularly other Marina Yacht Park users. The Lessee or another User shall be obliged to

handle any legitimate complaints concerning its business on its own and undertakes to bear the consequences thereof.

5. The Lessee or another User shall be obliged to conclude a third-party liability insurance contract by virtue of running a business on the Marina Yacht Park premises and to submit to the Marina Operator a document confirming the conclusion of such a contract along with the proof of payment of premiums on the day the place made available for running a business is handed over to the Lessee or such other User.
6. The Lessee or another User shall maintain the insurance contract referred to in section 5 and produce a document confirming that such insurance contract has been concluded together with proof of payment of premiums upon each request that may be made from time to time by the Marina Operator.
7. The sum insured specified in the insurance contract provided for in section 5, applicable for any and all events whose consequences are covered by the liability insurance contract, may not be lower than PLN 50,0000.00.

Final Provisions

Article 17.

1. Vessels using Marina Yacht Park should be covered by a valid third-party liability and accident insurance policy of their owners or holders. It is recommended that Vessels be insured against theft.
2. The Vessel's technical condition, as well as the way the Vessel is moored and protected against the elements, shall be the sole responsibility of the Lessee, Crew Members and Users. Watchkeeping on Vessels is recommended.
3. Any individuals staying on the Marina Yacht Park premises must observe the hereby Regulations and any instructions given by the Marina Personnel. Failure to comply with the Regulations by the Lessee, Crew Members or Users shall be grounds for the Marina Personnel to demand the immediate cessation of such violations and removal of their consequences, as well as the departure of the Vessel and any such individuals from the Marina Yacht Park premises. Further, the Marina Operator shall be entitled to claim damages from such individuals.

Article 18.

The Lessee consents for the Marina Operator to record videos, take photographs and create any other Marina Yacht Park promotional materials depicting the Vessel, as well as to use such materials free of charge in any form and manner for the purposes of marketing the Marina Yacht Park and the Marina Operator, as well as companies linked to the Marina Operator by equity, both directly and indirectly, as part of the Polski Holding Nieruchomości S.A. Group of Companies established in Warsaw.

Article 19.

In the event that the Marina Operator consents for the Lessee or another User to conduct business on the Marina Yacht Park premises, the terms and conditions of such lease and such business and any arrangements made between the Lessee or another User and the Marina Operator in this respect shall be

a trade secret. The Marina Operator and the Lessee or another User undertake to keep secret and not to disclose to third parties any business secrets and information obtained from the other party in the course of negotiating such terms and conditions and arrangements, subject to the requirements of the applicable laws and regulations. In the above respect, these terms and conditions and arrangements shall be confidential and shall constitute a secret protected by law, in particular, the Act on Combating Unfair Competition. The Lessee or another User and the Marina Operator undertake to keep secret the content of these terms and conditions and arrangements for the Vessel's entire mooring period and 2 years afterwards, as well as not to disclose the content thereof to third parties, except that the Marina Operator shall be exempt from the above obligation in relation to its legal and financial advisors and companies directly or indirectly linked by equity to the Marina Operator as part of the Polski Holding Nieruchomości S.A. Group of Companies.

Article 20.

1. The Marina Operator and the Lessee or any other User (hereinafter referred to collectively as the **Parties** and individually as the **Party**) declare that in connection with the implementation of the Mooring Agreement and the agreement referred to in Article 16 section 1 hereof and when using Marina Yacht Park in any other way, they shall exercise due diligence and comply with all anti-corruption regulations applicable to the Parties, either directly or by acting through controlled or affiliated business entities of the Parties.
2. Moreover, each Party declares that in connection with the implementation of the Mooring Agreement and the agreement referred to in Article 16 section 1 hereof and when using Marina Yacht Park in any other way, they shall comply with all applicable requirements and internal regulations of the Parties with respect to the standards of ethical conduct, anti-corruption, lawful settlement of transactions, costs and expenses, conflict of interest, offering and accepting gifts and anonymous reporting and investigation of irregularities, either directly or by acting through controlled or affiliated business entities of the Parties.
3. The Parties ensure that in connection with the conclusion and implementation of the Mooring Agreement and the agreement referred to in Article 16 section 1 hereof and when using Marina Yacht Park in any other form, the Parties or their owners, shareholders, officers, directors, employees, subcontractors, or any other persons acting on their behalf, have not made, offered, promised to make, or authorised, and will not make, offer, promise to make, or authorise any payment or other transfer which is financial or other gain or any other benefit directly or indirectly to any of the following:
 - any officer, director, employee or agent of the Party or of any of its controlled or affiliated business entities,
 - any person performing a public function,
 - any political party, member of any political party or candidate for a public office,
 - any agent or intermediary in exchange for a payment made to any of the above-mentioned persons,
 - or any other person or entity, in order to secure a decision,

influence or action that could result in gaining any unlawful privilege or for any other improper purpose, if such action violates or would violate any anti-corruption regulations.

4. The Parties shall immediately notify each other of any breach of this provision. At the written request of either Party, the other Party shall provide it with information and reply to all reasonable enquiries made by the other Party pertaining to the implementation of the Agreement in accordance with the provisions of this section.
5. To duly perform the obligation set out above, each Party declares that during the term of the Mooring Agreement and the agreement referred to in Article 16 section 1 hereof as well as when using Marina Yacht Park in any other form, it shall enable any person acting in good faith to anonymously report any irregularities through the anonymous whistleblowing system available on the website www.phnsa.pl, "PHN Group - Compliance - Contact us - Whistleblowing" section.
6. The Parties acknowledge that a breach of the anti-corruption clause by one of the Parties shall entitle the other Party to terminate the Mooring Agreement and the agreement referred to in Article 16 section 1 hereof without notice and make it impossible for that Party to use the Marina Yacht Park in any other form.

Article 21.

1. Contact details of the Marina Operator for the operation of the Marina Yacht Park: telephone - 78 555 7777; e-mail: office@marinayachtpark.pl.
2. Contact details of the Marina Operator: address - Gdynia ul. Hryniewickiego 10; telephone - 58 627 62 00; e-mail: dalmor@dalmor.pl
3. All arrangements concerning the use of the mooring space between the Marina Operator and the Lessee shall be null and void unless made in writing or by e-mail (correspondence exchanged by phone, text messages or messages exchanged using other communicators do not constitute a written form).
4. The applicable legal regulations, including international regulations on the prevention of pollution at sea - Marpol 73/78 Convention, Helsinki 74 Convention, Maintenance Regulation of the Director of Maritime Office in Gdynia and the Harbour Master's and Bosman's Offices in Gdynia, Port Regulations and other regulations issued on the basis of Article 48 of the Act of 21 March 1991 concerning the maritime areas of the Republic of Poland and the marine administration, shall apply to all matters not settled herein.
5. Any disputes relating to the mooring of Vessels in the Marina Yacht Park and the use of the Marina Yacht Park by Lessees, Crew Members and other Users shall be settled by the court having jurisdiction over the Marina Operator.
6. Any amendments to the Mooring Agreement and the agreement referred to in Article 16 section 1 of the Regulations shall be null and void unless made in accordance with the procedure for an amendment to the Regulations specified in Article 11 of the Regulations or otherwise in writing.
7. Any correspondence (delivered by courier or via Poczta Polska) between the Lessee and the Marina Operator shall be sent to the addresses indicated in the Mooring Agreement (Lessee) and in the Regulations (Marina Operator). The Lessee and the Marina Operator shall notify

each other of any change of address. A letter sent to the last known address shall be deemed to have been served.

Article 22.

1. The controller of the personal data of Lessees, Crew Members, Users and all persons indicated by them shall be Dalmor Property Management Sp. z o.o.
2. To exercise rights, contact the data controller by writing to: **rodo@dalmor.pl**.
3. Personal data relating to the persons indicated in section 1 will be processed for the purpose of implementing the Mooring Agreement or the agreement referred to in Article 16 section 1 hereof (under Article 6 section 1(b) of the General Data Protection Regulation 2016/679 - GDPR) and for the purposes of pursuing claims thereunder (Article 6 section 1(f) of the GDPR).
4. Personal data relating to the persons indicated in section 1 will be processed for the period during which the Vessels will be moored in the Marina Yacht Park and the Marina Yacht Park will be used by Lessees, Crew Members and other Users and after the termination thereof for the period indicated in special regulations, including for the period entitling such persons to assert claims and for the storage period required by inspection authorities.
5. The persons indicated in section 1 have the right to request access to their personal data, to rectify and erase their personal data, to restrict the processing of their data, and to lodge a complaint with the President of the Personal Data Protection Office if the Controller is found to have violated the personal data protection regulations.
6. Personal data will not be processed by automated means, including in the form of profiling.
7. The Lessee, Crew Members and other Users acknowledge that their personal data will be processed for the purpose of implementing the Vessel Mooring Agreement or the agreement referred to in Article 16 section 1 hereof and the Regulations. The provision of personal data is voluntary, but it constitutes a condition for the conclusion of such Agreements.

Article 23.

In the case of any discrepancies between the content of the Mooring Agreement, the Mooring Declaration - Booking, the Regulations and the Marina Yacht Park Price List, the content of the Mooring Agreement shall prevail.