



MARINA LOŠINJ

MALI LOŠINJ

**RULES ON THE TERMS OF USE AND MAINTAINING  
ORDER  
IN THE SPECIAL PURPOSE PORT (NAUTICAL TOURISM  
PORT) – Y/C MARINA**

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Pursuant to Article 163(3) of the Maritime Domain and Seaports Act (OG No 83/23) and Article 9(2) of the Ordinance on the Terms and Methods of Maintaining Order in Ports and Other Parts of Internal Waters and the Territorial Sea of the Republic of Croatia (OG 72/2021), Lošinjska plovidba-Turizam d.o.o., Lošinjskih brodograditelja 47, Mali Lošinj, PIN (OIB): 63465435060 (hereinafter referred to as: the Concession Holder), adopts on 10 March 2023 in Mali Lošinj the following

## **RULES ON THE TERMS OF USE AND MAINTAINING ORDER IN THE SPECIAL PURPOSE PORT (NAUTICAL TOURISM PORT) – Y/C MARINA**

### **1) GENERAL PROVISIONS**

Y/C Marina (hereinafter referred to as: the Marina) is a nautical tourism port with a surface area of 19,506 m<sup>2</sup> (10,161 m<sup>2</sup> water surface + 9,345 m<sup>2</sup> land area) and a capacity to accommodate 78 vessels at well-maintained berths at sea + 110 vessels on land in accordance with the Decision on Granting a Concession for the Special Purpose Port – Nautical Tourism Port “Y/C Marina”, adopted at the session of the Primorje-Gorski Kotar County Government held on 13 April 2000 (OG of the Primorje-Gorski Kotar County No 8/00), Concession Agreement for the Nautical Tourism Port Y/C “Marina” concluded on 20 April 2000, Addendum to the Agreement of 18 May 2005 and Addendum II to the Agreement of 21 January 2022.

The subject Rules on the Terms of Use and Maintaining Order in the Special Purpose Port (Nautical Tourism Port) – Y/C Marina (hereinafter referred to as: the Rules) set out the terms of use of the Marina, i.e. the berths, the methods of maintaining order at the Marina, as well as monitoring and control of the implementation of the provisions specified herein.

All natural persons and legal entities using the Marina shall comply with and meet the provisions of the applicable Maritime Code, the provisions of other applicable laws and regulations, the applicable Rules, as well as other applicable regulations and acts of the Concession Holder, from the moment of entering the Marina to departing from it.

### **2) DEFINITIONS**

For the purpose of these Rules, the following definitions shall apply:

- The Vessel User shall mean the owner of the vessel and any other person truly and factually using the vessel whether or not they are the owner of the vessel, or their proxy, or they are using the vessel on any other grounds (e.g. rental/lease agreement, etc.).
- For the purpose of these Rules, a vessel shall mean any vessel (boat, yacht or ship) kept on a permanent or transit berth at the Marina, i.e. all vessels entering the Marina.

### **3) PURPOSE OF EACH PART OF THE PORT**

The Marina consists of:

- an area for mooring vessels at sea – piers marked “VR” (20 berths), “B” (28 berths), and “P” (30 berths),
- an area for accommodating vessels on land – part of the coast used for accommodating vessels on land marked “K” (100 berths) and a covered area marked “H” (30 berths),
- an operational part of the coast by the cranes.

The layout of the berths and position of the cranes are marked on the graphic forming an integral part of these Rules (Annex 1).

### **4) MOORING AND ACCOMMODATING VESSELS**

At the Marina, vessels can be brought to a permanent or transit berth.

Berths for vessels shall be determined by the Concession Holder. Permanent berths at the Marina shall be determined under a written contract with the Vessel User. Transit berths at the Marina shall be determined by a person authorised by the Concession Holder – sailor.

All persons using berths and other services shall pay a fee according to the Concession Holder's price list.

A fee shall be charged for using berths at the Marina. The fee shall be determined according to a daily rate, and charged after one hour spent at the berth.

The Concession Holder shall display the price list for using berths in a suitable and visible place.

## **5) VESSELS ENTERING AND LEAVING THE MARINA, AND MOVING OF VESSELS**

Each time the vessel enters the Marina, the Vessel User shall announce their arrival to the Marina reception desk staff at the telephone number + 385 51 750 240 or VHF channel 17.

When navigating, berthing, mooring and unmooring the vessel at the Marina, the Vessel User shall act so as not to endanger human life or pollute the sea, or damage their own vessel or other vessels in the Marina through collisions, strikes or running aground.

Vessels entering or leaving the Marina, as well as navigating the Marina, shall reduce their speed so that their wake shall not damage other vessels and devices in the Marina. All vessels sailing in the area of the Marina shall travel at a maximum speed of 2 knots.

Vessels shall pass seagoing and other vessels that require protection, as well as areas where coastal or underwater work is being carried out, with extra care and at a reduced speed so that their wake shall not disrupt the work being carried out or cause any damage.

Vessels entering or leaving the Marina shall follow the rule of outbound vessels having right-of-way over inbound vessels, by which vessels entering the Marina shall not obstruct the passage of vessels leaving the Marina.

Vessels of the Ministry of the Interior, ambulance services, firefighting services, the competent harbour master's office and customs carrying out their principal activity and visibly marked to indicate their purpose, can navigate and stay in the area of the Marina without requiring authorisation.

## **6) DOCUMENTATION**

Vessels must have valid documents attesting to their seaworthiness in accordance with the regulations of the Republic of Croatia. Immediately upon arriving at the Marina (by sea or land), the Vessel User shall present to the Marina reception desk staff valid documents of the vessel (valid document/certificate/record book of the vessel, valid compulsory vessel insurance policy, vessel ownership document, permit for sailing in Croatian waters in case of a foreign vessel, list of persons on board), as well as their ID/passport and, if necessary, a power of attorney.

## **7) STAYING AT BERTH**

The Vessel User shall be responsible for taking care of the vessel moored at the Marina, as well as for any damage caused by their vessel to other vessels, the coast, devices, machines and facilities, and shall, for this purpose, insure the vessel against liability for damage caused to third parties.

If there are no persons on board the vessel, the Vessel User shall be responsible for ensuring the safety of the vessel and the proper conditions so as not to endanger human life or pollute the sea, or damage their own vessel or other vessels in the Marina through collisions, strikes, running aground or fire.

The following shall not be permitted within the area of the Marina:

1. disabling access to mooring devices,
2. moving, changing or removing anchoring moorings or devices of other vessels, unless necessary to prevent immediate and obvious damage or when necessary for vessel arrival or departure,
3. tying vessels to navigation and other markings and devices not intended for mooring and moving on them,
4. installing, moving, changing, removing or damaging navigation and other mooring markings or devices without authorisation,
5. welding, lighting a fire and creating a fire hazard on the coast, vessel or mooring devices,
6. cleaning, grinding, scraping and painting the above-water and/or underwater part of the hull of the vessel,
7. polluting the air by releasing dust, smoke and other gases,
8. using exhaust gas cleaning systems and hybrid systems functioning as an open system,
9. damaging the operational coast (piers and areas on land) by placing various objects and equipment (antennas, various boxes and tanks, tenders, floor coverings, carpets, etc.), driving wedges into the coast, performing any other action that damages the operational coast or other vessels and compromises safety in the Marina,
10. storing highly flammable and explosive substances and substances with a strong or unpleasant smell anywhere within the Marina (operational surfaces, vessels, etc.),
11. keeping the propeller running, except for performing necessary vessel manoeuvring,
12. swimming, diving, speedboating, windsurfing and water-skiing,
13. carrying out repairs and reconstruction of the hull, deck, equipment and machine on vessels outside the usual activities,
14. incinerating waste on the vessel,
15. putting navigational safety, human lives and the environment at risk in any way,
16. fishing and catching other marine organisms,
17. anchoring vessels,
18. using the on-board toilet and emptying the holding tank into the sea,
19. disturbing night rest from 9 p.m. to 8 a.m.,
20. moving or staying close to cranes,
21. performing any type of activity (commercial, servicing, etc.) without the express permission of the Concession Holder.

## **8) VESSEL USER RESPONSIBILITIES**

The Vessel User shall be responsible for ensuring the safety of the vessel while kept at the Marina, and shall act as per the instructions given by the Concession Holder and the competent harbour master's office.

Whilst at the Marina, vessels shall be tied using the appropriate and correct moorings on mooring devices.

Vessels must be tied at a minimum safe distance from the shore. The distance shall be as follows:

- for vessels up to 8 m in length, the minimum safe distance is 1.5 m,
- for vessels 8–12 m in length, the minimum safe distance is 2 m,
- for vessels 12–15 m in length, the minimum safe distance is 2.5 m,

In case of severe weather conditions that could pose a risk to safety, the Vessel User shall strengthen their moorings, i.e. increase the number of mooring ropes, and leave the Marina or depart for a sheltered location when ordered by the Concession Holder. Moorings shall not obstruct the free movement of other vessels.

## **9) USE OF ELECTRICAL AND WATER SUPPLY**

Connecting vessels to electrical and water supply at the Marina shall be allowed only while the crew is on board, and only if the vessel is equipped with appropriate installations.

When leaving the Marina, the Vessel User shall disconnect the vessel from the electrical and water supply, and leave the mooring in proper condition.

## **10) OPERATING THE CRANE**

The crane shall be operated in the operational area marked by visible signs (Annex 1).

The schedule and conditions for lifting shall be determined at the reception desk of the Marina. The vessel may be raised or lowered by a person who is truly and factually using the vessel whether or not they are the owner of the vessel, or their proxy, or they are using the vessel on any other grounds (e.g. rental/lease agreement, etc.).

The crane shall be operated only by a qualified and authorised person of the Concession Holder.

Before raising the vessel, the Vessel User shall warn the person operating the crane of the equipment in the underwater part of the vessel (shafts, propellers, rudders, etc.) and give accurate data on their position. In absence of information given by the Vessel User, the Concession Holder shall not be held responsible for any damage caused to devices and equipment located in the underwater part of the vessel.

The Vessel User takes responsibility for any damage to the underwater part of the vessel hull, damage to sides of the engine exhaust and sharp edges on the hull of the underwater part, tracks and imprints on the painted part of the hull above the water line, and damage to fences and beadings caused by slings during raising, lowering and moving vessels. The Concession Holder shall not be responsible for any stains on the deck and sides of the vessel caused by sprays resulting from washing the underwater part of the vessel.

The crane can raise/lower vessels up to 18 m in length, up to 5 m in width, up to 2.5 m in draught and 50 t in weight. If the vessel exceeds any of the specified limits or has equipment that affects the specified limits, the Marina shall not be held responsible for raising/lowering such vessels.

The Marina shall not be obligated to raise/lower any vessel for which it lacks the necessary capacities or equipment.

## **11) MEASURES OF SAFETY AND ENVIRONMENTAL PROTECTION REGARDING PROCEDURES IN CASE OF HAZARDS OR MARITIME ACCIDENTS**

In case of a maritime accident at the Marina caused by fire, sinking, collision, loss of mooring system, etc., or if the vessel suffers an abnormal event affecting the persons, hull, equipment, engine or load, or if environmental pollution is detected, the Vessel User shall notify the Concession Holder thereof without delay and immediately call the emergency response services if their assistance is needed.

In case of a maritime accident, the Concession Holder shall notify the competent harbour master's office thereof.

## **12) ENVIRONMENTAL CONSERVATION**

All persons found in the area of the Marina for whatever reason shall keep the space clean and separate and dispose of waste in the designated waste containers located in the Marina.

When staying at the Marina, it is not permitted to throw or release into the sea any solid and liquid waste and sanitary waters.

When handling goods, the Vessel User shall take the appropriate measures to prevent goods being scattered into the sea or on the coast.

In case of heavier pollution, the Concession Holder shall identify the cause of pollution, take any measure necessary to prevent the pollution and notify the competent harbour master's office thereof, as well as charge the person responsible for the pollution for the costs incurred.

## **13) WASTE MANAGEMENT**

With regard to the waste management issue at the Marina, simultaneously with the adoption of these Rules, the Concession Holder shall adopt the Waste and Cargo Residues Reception and Handling Plan, forming an integral and indivisible whole with these Rules.

#### **14) CONTROLLING COMPLIANCE WITH THE PROVISIONS OF THESE RULES**

Control over compliance with the provisions of these Rules and order in the special purpose port shall be carried out by the Concession Holder, i.e. the person authorised by the Concession Holder (head of the Marina).

Control over vessels entering and leaving the Marina, and berthing, mooring and anchoring of vessels in the Marina shall be carried out by employees of the Concession Holder.

Monitoring of the implementation of these Rules shall be carried out by the competent harbour master's office.

#### **15) FINAL PROVISIONS**

Pursuant to Article 9(2) of the Ordinance on the Terms and Methods of Maintaining Order in Ports and Other Parts of Internal Waters and the Territorial Sea of the Republic of Croatia, these Rules shall be submitted to the Rijeka Harbour Master's Office for approval.

Upon obtaining approval referred to in the previous paragraph of this Article, these Rules shall be displayed in a suitable and visible place within the Marina, as well as on the website of the Concession Holder.

All natural persons and legal entities using the port, i.e. the Marina, shall comply with the applicable Rules at all times.

These Rules shall enter into force on the day of obtaining approval from the Rijeka Harbour Master's Office.

For the Concession Holder:

\_\_\_\_\_  
Marina Brajković,  
President of the Management Board

The Rijeka Harbour Master's Office approved these Rules by Decision:

CLASS: \_\_\_\_\_,  
FILE NO: \_\_\_\_\_,

in \_\_\_\_\_ on \_\_\_\_\_, forming an integral part of these Rules.

It is hereby confirmed that these Rules were posted on the notice board of the Concession Holder on \_\_\_\_\_ and came into force on \_\_\_\_\_.

For the Rijeka Harbour Master's Office  
Harbour Master  
Darko Glažar

\_\_\_\_\_



Annex 1: Layout of berths and position of cranes



- |   |                    |   |                              |   |                |   |                          |
|---|--------------------|---|------------------------------|---|----------------|---|--------------------------|
|  | Marina             |  | Yacht repair and maintenance |  | Travel lift    |  | Berth in the sea, 7–11 m |
|  | Reception          |  | Lockers with registration    |  | Wi-Fi          |  | Berth in the sea, 7–14 m |
|  | Parking            |  | Hazardous waste disposal     |  | Video          |  | Berth in the sea, 5–9 m  |
|  | Toilet and showers |  | Market                       |  | TV             |   |                          |
|  | Laundry            |  | Crane                        |  | Movable bridge |   |                          |

Annex 2: Marina concession area

