

RAVENNA CIVITAS CRUISE PORT – TARIFF REGULATIONS

In force from January 1st, 2022

1. DEFINITIONS

- RCCP: Ravenna Civitas Cruise Port S.r.l., concessionaire for the service of “maritime station”, and for the management and handling of all embarking/disembarking operations onto/from cruise ships, as well as for the assistance to in-transit passengers, related to the cruise traffic at Porto Corsini (Ravenna).
- Client: any physical or juridical person, to whom any service is provided by RCCP
- Port Agent: the subject pursuant to Law no. 135 dated April 4, 1977, and further updates.

2. GENERAL RULES

- 2.1 The following dispositions regulate the relationship between RCCP and its Clients. They furthermore set forth the procedures to be followed by the parties that operate within the cruise terminal.
- 2.2 The guidelines for carrying out the services are established by RCCP and are made public.
- 2.3 RCCP issues and makes public its “General Tariffs” and further modifications, available at the Port Authority of Ravenna, at RCCP’s offices and in its own website.
- 2.4 RCCP performs the operations foreseen by the “General Tariffs” at the prices and conditions in force, within the limits indicated according to the availability of space, facilities, means, and personnel corresponding to the normal traffic needs, except under circumstances or for situations for which RCCP is not responsible.
- 2.5 The tariffs stated in the “General Tariffs” include the costs of general technical, administrative and organization services, as well as the use of port infrastructures necessary for the normal and regular carrying out of operations.
- 2.6 Hourly tariffs will be charged per hour or fraction.

3. SERVICES REGULATIONS

Any handling of luggage, ship’s stores, spare parts as well as any operation performed in RCCP’s areas must be carried out exclusively by RCCP’s personnel or RCCP’s appointed personnel and equipment. For safety and security reasons, it is not allowed to carry out self-handling operations without prior authorization from RCCP’s staff in charge.

4. OBLIGATIONS OF THE CLIENT

- 4.1 The Client and the Operators are bound to examine and comply with the laws and the regulations stated by the laws in force and by the “General Tariffs”. They must also respect safety, security, health, customs, and fiscal regulations set by the Italian laws.

4.2 The Client, or its Port Agent in case of services requested for foreign ships, must submit its request of services in advance to RCCP by email also including all the necessary information to issue and forward the invoices. Daily operations report and the full lists of disembarking, embarking and in-transit passengers must be submitted by email to RCCP within 48 hours from the ship's departure. The Client guarantees that the information provided to RCCP are true.

5. RESPONSIBILITY

5.1 For any operations carried out and for any services requested, RCCP is responsible toward third parties only within the limits established by the laws in force.

5.2 RCCP is not responsible for damages or losses caused by fortuitous events or force majeure, by regulations of the public authorities or caused by the interested party. Neither is it responsible for any delays which may be due to customs' operations, border controls, nor to those caused by congestion of the port access, by shortage of the means of transportation or any cause whatsoever not dependent on RCCP.

6. ORDERS/CANCELLATIONS/INTERRUPTIONS

6.1 The request of services shall be submitted to RCCP by email, by using the relevant form, by 12:00pm of the day prior to the date of call except for orders for services required for Mondays, that must be submitted within 12:00pm on the previous Saturday.

6.2 Any cancellation of services shall be submitted to RCCP by email by 4:00pm of the day prior to the date of call or by 12:00pm of the previous Saturday in case of service requested for Mondays. Orders not cancelled by the stated deadlines will be charged.

6.3 The carrying out of services can be delayed or interrupted by RCCP, according to RCCP's final judgement, in case of adverse weather conditions or force majeure.

7. IDLENESS

In the event of delays, interruption, deferral of operations and/or services requested to RCCP for reasons beyond RCCP's control or caused by force majeure, the Client will be charged with the relevant costs of idleness of vehicles and personnel.

8. SERVICES NOT INCLUDED IN THE TARIFFS

Services which are not stated in the "General Tariffs" will be charged at cost plus a 30% surcharge for business and organization costs, except for services subject to special agreements.

9. SETTLEMENTS AND PAYMENTS

9.1 Payment of services provided by RCCP indicated in the "General Tariffs" shall be made before the services are carried out.

9.2 RCCP reserves the right, based on its undisputable judgment, to accept deferred payment of the charges to those businesses with sound credentials on the condition that the invoices are promptly paid within their deadline.

- 9.3 RCCP reserves the right to request an adequate bank guarantee as coverage for deferred payment.
- 9.4 The invoices related to services provided to accredited clients are issued with a payment deadline of 30 days from the invoice date. Once expired the deadline, an interest in arrears will be due and will be calculated on the days of effective delay based on the CEB prime rate plus a surcharge of eight percentage points. (MEF Press Release, Official Gazette no. 166 dated June 13, 2021 - ex Legislative Decree no. 231 dated October 9, 2002).
- 9.5 RCCP reserves the right to refuse services to Clients having not previously satisfied the commitments undertaken or have defaulted or have refused to present a bank guarantee as stated in article 9.3.
- 9.6 It is prohibited to anyone to pay any fees including those in the “General Tariffs” to RCCP’s personnel not expressly authorized to accept payments and release receipts.

10. CLAIMS ABOUT INVOICES

- 10.1 Any claims on invoices issued by RCCP shall be submitted to RCCP, by means of PEC or registered mail, within 15 days from the date of the invoice. The claim will be examined and settled within 30 days of the date of receipt. Otherwise, it will be considered as accepted.
- 10.2 Any reimbursements will take place within 15 days after the examination. If not possible, an interest based on the CEB prime rate plus eight percentage points (on annual basis) will be paid to the Client taking effect as from the 16th day.
- 10.3 Claims presented in forms different from those above-mentioned will not be taken into consideration.