



VENICE YACHT PIER

Rules and Regulations

Section 1 - Definitions

For the purposes of these RULES AND REGULATIONS, the following list of terms (marked in capital letters throughout) have the following meaning:

CLIENT(S): any party receiving a service from VYP;

VESSEL(S): any kind of water craft destined for recreational purposes even if registered for commercial use;

ISPS VESSEL(S): any VESSEL of 500 (five hundred) GRT or over registered for commercial use;

DAY(S): unit of time governing the length of stay in the BERTHS – from 12.00 (midday) on the day of arrival until 12.00 (midday) the next day. On the day of departure, the DAY finishes at 11.00;

RULES AND REGULATIONS: the current berthing conditions;

TARIFF: price list set in place by VYP for the use of it's BERTHS as attached in Appendix 1*;

SALUTE: berthing area in concession to VYP, under a license granted by the Venice Port Authority;

ADRIATICA: quayside under restoration, the use of which is forecast for July 2007 and onwards;

RIVA S. BIAGIO: quayside in concession to VYP under a license granted by the Venice Port Authority;

RIVA SETTE MARTIRI and BANCHINA GHIAIA: quaysides controlled by Venezia Terminal Passeggeri S.p.A. conceded to VYP on the basis of a 3 year agreement (2005-2007) signed on the 14th of April 2005;

BERTH(S): collectively any berthing area in concession to VYP from either the Venice Port Authority (by license), or Venezia Terminal Passeggeri S.p.A. (by commercial agreement signed on the 14th of April 2005);

VYP: Venice Yacht Pier s.r.l., Fabbricato n. 17, Santa Marta, Venezia, Italian VAT No. 03349000277, with major shareholder Venezia Terminal Passeggeri S.p.A. constituted under article(s) 6, 23 and 27 of law number 84/99.



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Section 2 – General Conditions

1. The present conditions regulate the relationship between VYP and its CLIENTS and define a common code of practice for anyone using the BERTHS.
2. The activities undertaken by VYP are fully authorised by the Venice Port Authority in accordance with all port related laws and directives.
3. The local regulations governing entrance, circulation and stays within the Venetian lagoon are drawn up and enforced by the city's harbour master's office, port authority, emergency services and city council. Further details are available through VYP.
4. Except where due to unforeseen circumstances, VYP carries out its day to day activities within the confines of the space available and in accordance with the present RULES AND REGULATIONS / TARIFF.
5. VYP ensures that an updated copy of the present RULES AND REGULATIONS is always available for public consultation at the Venice Port Authority as well as at its own offices (Fabbricato 17 – S. Marta - Venezia).
6. VYP reserves the right to modify its RULES AND REGULATIONS at any time without prior notice. In the event of any amendment, those clients with previously confirmed bookings should use the RULES AND REGULATIONS valid on the date of the booking confirmation to determine the conditions applicable.
7. The prices indicated in the TARIFF reflect the cost of using the BERTHS and that alone.
8. VYP is operational from Monday to Friday (national and local holidays excluded), from 08.30 to 12.30 and from 14.00 to 18.00. Outside of these hours and in case of emergency the following telephone number can be used: +39-3387287820.
9. VYP can operate outside of the above normal office hours, but only by special request.

Section 3 – Bookings / Cancellations / Extensions

1. Booking requests for BERTHS must be submitted to VYP in written form (by fax or email) at least 5 (five) working days (within 18:00) before the VESSEL's expected arrival date. The requests themselves should include the following: the name and technical characteristics of the VESSEL (length overall, width, draft and gross tonnage), a copy of the VESSEL's certificate of registry, the name of the BERTH and dates requested. Booking confirmations must be confirmed in written form by email or fax.



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2. CLIENTS making bookings for special events will have to pay a deposit as detailed in section 5 of the TARIFF. For these bookings a cancellation made at least 15 (fifteen) days before the confirmed arrival date will allow for a full refund of the deposit. Cancellations made less than 15 (fifteen) days before the confirmed arrival date will result in the total loss of the deposit.
3. VYP reserves the right to refuse booking requests to CLIENTS who in the past have not respected the RULES AND REGULATIONS and/or have had payments overdue.
4. Should a CLIENT wish to extend a stay in a BERTH beyond the date indicated on the booking confirmation, an extension request should be made as early as possible in order to allow VYP to fully evaluate availability and proceed with confirming the extension.
5. Wherever a booking is made by an agency on behalf of a CLIENT, the agency assumes full responsibility for all payments to VYP, inclusive of penalties and deposits.

Section 4 – Procedure For Using The Berths

1. At least 5 days before the confirmed arrival date, VYP will communicate the precise position of the BERTH. The BERTH will be available for use from 12:00 (midday) onwards on the day of arrival. CLIENTS are forbidden from using BERTHS other than those specified by VYP. CLIENTS mistakenly occupying the wrong BERTH will be immediately asked to move.
2. Departure must take place within 11:00 (a.m.) on the departure date indicated on the booking confirmation. Should operational problems arise from a CLIENT deliberately not liberating a BERTH within this time, VYP reserves the right to charge a penalty as indicated in section 4 of the TARIFF.
3. Should a CLIENT wish to extend their stay beyond the departure date indicated on the booking confirmation, a request should be made to VYP as soon as possible so that availability can be checked, a confirmation sent and necessary authorisations made.
4. Space permitting, should a CLIENT wish to organise a departure later than 11:00 (a.m.) but no later than 23:00, this will be authorised by VYP charging a special half-day additional as listed in the TARIFF.
5. For any VESSEL that hasn't made any sort of berthing request and henceforth hasn't been included in VYP's program, BERTHS will only be assigned where available and always following the criteria "first come, first served".



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6. VYP will charge unauthorised VESSELS occupying BERTHS a penalty as per section 4 of the TARIFF. This penalty is subject to immediate payment and VYP does not allow for hourly charges. Following payment of the penalty, the VESSEL will be forced to liberate the occupied BERTH unless space can be otherwise found and fully authorised by VYP.
7. The planning and organisation of the BERTHS is subject to change at any time when ordered by the port's authorities and/or in the case of operational difficulties. In this case, space permitting, VYP will do it's best to find alternative BERTHS for it's CLIENTS elsewhere.
8. In any case of force majeure, VYP reserves the right to move CLIENTS to BERTHS other than that specified in the booking confirmation. VYP accepts no liability for any cost resulting from such movements.
9. Whenever a VESSEL has to transfer from one BERTH to another, the movement must take place within 11:00 (a.m.).
10. The planning and management of the BERTHS by VYP is carried out taking into account the technical characteristics of the VESSELS (length overall, width and draft) in relation to those of the BERTHS as well as the type of VESSEL from a security standpoint (those subject to ISPS and those not).

Section 5 - Client's Obligations

1. CLIENTS are bound to observe the present RULES AND REGULATIONS as well as all local legislation governing the Port of Venice including Italian sanitary and customs regulations.
2. CLIENTS must communicate all payment details in written form at least 48 (forty eight) hours before arrival at the BERTH. The CLIENT guarantees that the details are accurate. VYP reserves the right to make checks on the authenticity of such details.
3. Berthing fees will be adebited even if VYP's services are disrupted or suspended due to Force Majeure or reasons beyond VYP's control.
4. In case of any emergency, VYP should be informed as soon as possible.

Section 6 - Responsibility

1. VYP's responsibility for any services offered or operations undertaken, is bound by the limits drawn up by applicable Italian laws.



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2. VYP accepts no liability for any special, indirect or consequential loss (including delays, loss of profit, loss of use and any increased costs or expenses) incurred by the CLIENT as a result of any act or state of affairs beyond it's control.
3. VYP accepts no responsibility for damage resulting from vandalism, or theft of any kind.
4. VYP assumes no responsibility for any damage or loss of goods on the BERTHS.
5. VYP assumes no responsibility for any damage or destruction of goods by the port's authorities (e.g. customs inspections).
6. VYP assumes no responsibility whatsoever for any damage inflicted by CLIENTS to BERTHS and/or to other CLIENTS. Any CLIENT inflicting damage of this nature will be held entirely responsible.

Section 7 - Payments

1. Payments to VYP for services as listed in the TARIFF must be paid for in local currency (Euros) before departure by: bank transfer, cash or credit card.
2. Payments must be made within the payment date indicated on the invoice. Late payments will be subject to interest which is chargeable at the European Central Bank main refinancing rate raised by seven percentage points (as permitted by italian law no. 231 of 2002).
3. VYP reserves the right to grant credit days.
4. In the case of a credit agreement, VYP reserves the right to request a bank guarantee to cover the invoice total.
5. VYP reserves the right to refuse booking requests from CLIENTS who previously have had payments overdue, or have refused to comply with any of the current RULES AND REGULATIONS.
6. Payments can only be made to VYP employees and only on release of a receipt or invoice.
7. Requests for the re-issuance of an invoice must be presented a in written form and will be subject to an administrative charge of : 10.00 (ten) Euros per document.

Section 8 - Claims

1. Any eventual claims must be sent to VYP in written form by recorded delivery within 30 (thirty) days from the date of the contested invoice. The claim should include proof of payment and also a copy of the contested invoice.



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Section 9 - Validity

1. These RULES AND REGULATIONS are valid from the 1st of January 2007 until the 31st of December 2007.

Section 10 - Jurisdiction

1. These RULES AND REGULATIONS are subject to Italian law, and any dispute arising under them will be subject to the exclusive jurisdiction of the court of law of Venice, Italy.

Section 11 – Privacy

1. As prescribed by the Italian personal data protection act, (see Legislative Decree No. 196 of 30 June 2003), any personal or fiscal data acquired through either direct or indirect means may be processed by VYP who in doing so takes on the role of “data controller”. The processing and transmission of such data can be undertaken in either electronic and/or printed format for administrative, contractual and commercial purposes. E-mail addresses voluntarily submitted to VYP may be used for the sending of promotional material.
2. Within Italy, collected data can be communicated to third parties as long as it’s only for the aforementioned purposes. Thusforth the same regulations on the use of such data are fully applicable even to third parties.
3. As per section 7 of Legislative Decree No. 196/2003 any party who’s data has been acquired by VYP may at any time request confirmation that their data is being held, be notified of the contents of such data and their origin, verify whether they are accurate or request that they be completed, updated, corrected, erased, demand that they be made anonymous or demand that data held in violation of law be blocked, and such parties may also object, for legitimate reasons, to the data being processed.

* Our TARIFF is only available electronically by request.