



Ports of Palermo, Trapani, Porto Empedocle and Termini Imerese

Tariff Plan

OPERATIONAL PLAN - ANNEX n.1

The tariffs contained in this document shall remain valid until
a new edition is published

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GENERAL REGULATIONS

1.1 DEFINITIONS

In the following text it is meant:

Port Authority: the Port System Authority of the Western Sicilian Sea (hereinafter also referred to, for the sake of brevity, as the **AdSP**).

Maritime Authority: the Harbour Master's Offices of the ports of Palermo, Porto Empedocle, Termini Imerese, and Trapani.

Client: any natural or legal person on whose behalf a service is provided by the Company.

Port agent: the entity referred to in Law No. 135 of 4 April 1977.

Company: West Sicily Gate S.r.l. (hereinafter also referred to, for the sake of brevity, as **WSG**), to which the AdSP has granted, among other things, under concession the management of the general service for the reception of passengers from cruise ships in the ports of Western Sicily (Palermo, Porto Empedocle, Termini Imerese, and Trapani), as well as the performance of any other related services and activities.

Concession areas: The areas indicated in the concession agreement entered into between the AdSP and WSG on 31 July 2021 (Rep n.223, Reg. Conc. Formal Acts n.46/21).

Public Holidays: all Sundays and the following days: 1 January (New Year's Day), 6 January (Epiphany), Easter Sunday and Easter Monday, 25 April (Liberation Day), 1 May, (Labour Day), 2 June, (Republic Day), 15 July, (Feast of Santa Rosalia), 15 August, ("Ferragosto", Feast of the Assumption), 1 November, (All Saints' Day), 8 December, (Immaculate Conception), December, 25th (Christmas), 26 December, (St. Stephen's Day). and, for each Port of the system, the feast day of the Patron Saint of the respective city.

1.2 GENERAL RULES

The dispositions of this Tariff Plan regulate the relationship between WSG and the Clients and contain the procedures to be observed by all those operating within the concession areas (Port agents, Tour and Ground Operators, etc.), except as more strictly provided by any ordinances issued from time to time by the competent Authorities.

The operational methods for the provision of services, unless expressly prescribed in the aforementioned formal concession deed referred to in point 1.1 above, are established



by the Company and made public through this **Tariff Plan**, communicated to the Port System Authority of the Western Sicilian Sea and available at the Company's offices (Cruise Terminal – Molo Vittorio Veneto, Port of Palermo).

The Company carries out the operations provided for in this Tariff Plan at the prices and under the conditions in force, within the limits allowed by its availability of spaces, facilities, equipment, and personnel, corresponding to normal traffic requirements, and when no particular circumstances or events not attributable to the Company prevent them.

The prices stated in this Tariff Plan include the costs for technical, administrative and organizational services in general, as well as for the use of the cruise Terminal and the port infrastructures subject to the Concession necessary for the normal and regular performance of operations.

The application of all tariffs including any hourly charges shall be made on the basis of indivisible hours.

1.3 SCHEDULING AND BERTHING REGULATION

The berthing schedule (arrival calendar) is prepared by WSG based on the requests received and in accordance with the Regulations for the Allocation of Berths to Cruise Ships (Berthing Policy), which, together with this document, is attached to the Company's Operational Plan.

The berthing schedule is sent to the AdSP and to the Maritime Authority for their respective determinations.

1.4 SERVICES REGULATIONS

Anyone wishing to carry out any type of activity within the concession areas (handling of goods or other operational activities), must formally request authorization from the Company at least seven (7) days before the planned start of the activity, except in emergency situations and provided that any necessary authorizations from the AdSP or other Public Authorities have been obtained in advance.

The Company, after valuating the circumstances, reserves the right to expressly authorize the activity or even not to authorize it, by means of a formal and reasoned refusal



1.5 CUSTOMERS' OBLIGATIONS

The Client and its successors are required to observe the provisions contained in this 'Tariff Plan', which is transmitted, for the purposes of the relevant approval, to the AdSP pursuant to Article 10 of the concession agreement.

The Client, through his Port Agent, must issue orders to the Company using the A form - "Request for Services" (ref. Annex n.1), including the pax/crew lists for the call for which the provision of the services is requested, and taking care to provide the best possible forecast with regard to the vessel's ETA (to be understood as the Pilot Station) and the vessel's ETD.

Form A "Service Request" must be sent to the Company by e-mail, to the address operations@wsgct.com, no later than 12:00 a.m. on the day before the date of the requested services.

If the case of services to be carried out on Monday or on any day following a public holiday, the booking of such services must be made, without exception, by 12:00 a.m. on the last preceding working day.

The Client, through his Port Agent, must notify the Company of any cancellations of services already requested, within 12:00 AM on the working day preceding the day on which the services were to be performed.

Should the requests for the services take place at a time later than the terms above mentioned, WSG reserves the right not to accept them due to short notice.

However, should the Company decide to organize and perform the services requested late, the corresponding tariffs shall be increased by 20% compared to those provided for in this document.

In the event of failure to cancel within the afore-mentioned deadlines, the costs for the requested services will be fully charged to the Client, unless proven majeure events occur (adverse weather and sea conditions and/or other similar situations).

After the departure of the ship, the Client, through his Port Agent, must communicate the Company of the final data relating to the call by completing the "B" form - "Final Movements" (ref. Annex n.2) which shall be sent no later than 48 hours following the vessel departure, to the e-mail address: operations@wsgct.com together with the final pax lists and a detailed indication of the movements carried out during the call.

In compliance with the current legislation on electronic invoicing, if the Client, through his Port Agent, fails to send to the Company the "B" Form "Final Movements" by the fourth day following the date of execution of the call, the Company shall charge the Client a penalty of €50.00 (fifty/00 euros) for each day of delay."



1.6 LIABILITIES

The Company shall not be liable for any damage or loss caused by fortuitous events or force majeure, by provisions issued by Public Authorities or caused by the Client. Any delays arising from the performance of security operations, customs procedures, border controls, congestion of access routes to the port, lack of means of public, or from any other cause not attributable to the Company, shall not be imputable to the latter

1.7 SOSPENSIONS

The performance of the services by WSG may be postponed or suspended, at the sole and unquestionable discretion of the Company, in relation to adverse weather conditions or other causes of force majeure.

1.8 IDLENESS

In the event of delay, interruption, suspension of the operations and/or of the requested services due to acts or causes attributable to the Client's organization, the relevant costs for the idle time of equipment and personnel shall be charged to the Client

1.9 UFORESEEN OPERATIONS

For operations not provided for in this "Tariff Plan", the fees due by the Client unless otherwise agreed, shall be calculated on the basis of the costs actually incurred by the Company, with an increase of 30% as the aggregate of the Company's profit margin and contribution to overhead costs.

1.10 SETTLEMENTS AND PAYMENTS

The Clients, either directly or through its Port Agents, shall make payment for the services performed by the Company according to the invoices duly issued by the latter, as a rule within 30 days from the day of their issuance.

Upon the unsuccessful expiry of such term, the Company reserves the right to charge the Client default interest, which shall be calculated on the basis of the days of delay and up to the date of actual payment, by applying an annual interest rate equal to the ECB rate increased by 7 (seven) percentage points (Legislative Decree N. 231 of 09.10.2002).

The Company further, reserves the right to deny the provision of services to Clients who have failed to honour their undertaken obligations, who are in arrears, or who have refused to provide any guarantees that may have been requested.



1.11 ACCESS TO PORT, TO CONCESSIONED AREAS AND PORT FACILITIES.

Access of persons and vehicles to the port area is allowed through the dedicated gates in accordance with the procedures established by the applicable Ordinances issued by the AdSP.

Access to areas, even if temporarily concessioned to the Company, is permitted exclusively to persons and means authorized by the Company which will perform the relevant checks, where appropriate.

The circulation of vehicles within areas, even temporarily concessioned to the Company, shall take place in compliance with any vertical and horizontal road markings present and, in any case, according to the instructions provided by personnel appointed by the Company or by AdSP to carry out routing, coordination and control functions.

Access of people and vehicles to port facilities under concession may be granted only in strict compliance with the provisions regarding port security.

1.12 WORKING HOURS

The Company's administrative office is located inside the cruise terminal (Vittorio Veneto pier, Port of Palermo) and observes the following hours:

- Monday to Thursday: 08:30 AM to 02:30 PM and 03:30 PM to 05:30 PM.
- Friday: 08:30 AM to 02:30 PM.

The Company's operational personnel, or personnel appointed by the company, shall ensure continuous presence for the entire duration of the vessel's stay at the berth.

1.13 WSG – USEFUL PHONE NUMBERS

| | |
|-------------------|------------------------------------|
| Operation Offices | +39 091 6851817 +39 329 0215368 |
| Administration | +39 0916851817 +39 366 7587155 |
| Communication | +39 366 7596230 |
| General Manager | +39 0916851817 |

1.14 VALIDITY

The validity of this "General Tariffs" starts from the date of its issuance and shall remain in force until the issuance of a new edition thereof.

2. SERVICES FOR CRUISE SHIPS

2.1 TERMINAL AND SECURITY FEE FOR CRUISE SHIP'S PASSENGERS

The terminal and security fees indicated in the following table shall apply to passengers of cruise ships berthed at the quays covered by the concession referred to in the preceding point 1.1, for operations and services performed during the time slot from 07:00 (07:00 AM) to 19:00 (07:00 PM):

| SERVICE | TARIFF |
|--------------|--------|
| Terminal fee | € 3,00 |
| Security fee | € 1,20 |

Security checks are carried out by both subsidiary security personnel and personnel with specific security duties (holding an IMO Model Course 3.24 certificate), in compliance with the applicable regulations and with the Plans approved by the competent Authorities, through the use of machines, systems, and equipment owned by the Company.

Checks on passengers' checked baggage, on all persons required to access the ship interface areas, and on their hand, luggage are performed by subsidiary security personnel through 'control lines' (comprising X-ray machines, walkthrough metal detectors or WTMDs, and handheld metal detectors or HHMDs), assisted by personnel with specific security duties.

2.2 EXTRA-TIME FEE

Clients whose cruise ships are scheduled (at the time of submission of Form A) to arrive at the pilot station before 07:00 (07:00 a.m.), or whose vessels actually extend their stay at the berth beyond 19:00 (07:00 p.m.) and in any case not later than 07:00 (07:00a.m.) of the following day, shall be charged an indivisible "extra-time fee" of €300,00 (three hundred euros) per hour or fraction thereof, with a maximum limit of €3.000,00 (three thousand euros).



2.3 SMALL SHIPS FEE

For Clients whose cruise ships carry a limited number of passengers if the application of the "terminal fee" and the "security fee" referred to in the preceding paragraph 2.1 results in an amount lower than €2.000,00 (two thousand euros), a fixed and indivisible lumpsum of €2.000,00 shall in any case be charged.

With reference to Palermo port only, the above-mentioned figures are updated up to €2.500,00 (two thousand and five hundred euros).

2.4 LUGGAGE SERVICE

For the handling of passengers' luggages from the drop-off point to the embarkation point on the ship, or from the disembarkation point on the ship to the luggage claim area, a fee of € 5,50 (five euros and fifty cents) per passenger shall apply.

Any loading and/or unloading operations not included in the present tariff fee, will be charged separately. "Luggage" shall mean the normal baggage containing the personal effects carried by the passenger in suitcases, trunks or bags, properly closed, with a maximum weight of 25kg per item.

The fees apply to services performed between 07:00 AM and 07:00 PM and refer to the following phases

- Disembarkation: collection of the luggage at the collection point by the ship's gangway, transport to the cruise terminal area, or to the yard or quay designated for luggage re-delivery (luggage claim) and making it available to the passenger for collection.
- Boarding: taking charge of the luggage at the cruise terminal area, or at the yard or quay designated for luggage delivery (luggage drop-off) and, after the security checks, transfer under the ship's side to the acceptance point near the gangway indicated by the Client or the Port Agent.
- Operations other than those described above shall be quoted separately, based on the Client's operational needs."

2.5 AUXILIARIES SERVICES

Operations carried out within areas, even only temporarily concessioned to the Company, may be performed using equipment and personnel provided by WSG, at the rates indicated in this Tariff Plan.



2.6 EQUIPMENT RENTAL SERVICES

For the performance of operations to be carried out within areas under concession, or even temporarily under concession to WSG, the latter shall provide equipment and/or tools as specified in the following points.

2.6.1 RENTAL OF OPERATIONAL EQUIPMENT

| SERVICE | TARIFF |
|---------------------------|-----------------------------|
| "COLD" RENTAL TRANSPALLET | € 25,00/h (minimum 6 hours) |
| "HOT" RENTAL FORKLIFT | € 60,00/h (minimum 6 hours) |

The Company, upon the Client's request, may provide additional 'hot' rental services concerning, by way of example but not limited to, mobile cranes, truck-mounted cranes, aerial platforms, cherry pickers, etc., which shall be quoted on a case-by-case basis according to the Client's requirements.

2.6.2 RENTAL OF MOBILE GAZEBOS

The Company provides rental of mobile gazebos measuring 9.00 m² (3.00 m × 3.00 m) with an aluminum frame and a waterproof fabric cover, including transport, installation at the location indicated by the Client, and subsequent dismantling, at a daily cost of €150,00 (one hundred fifty euros) each."



2.7 OTHER SERVICES

The Company, upon Client's request, may provide additional services, which shall be quoted on a case-by-case basis according to the Client's requirements, such as for example, but not limited to:

- Opening of additional gates.
- Additional Security Guard.
- Meet & Greet service.
- Use of subsidiary security personnel and/or personnel with specific security duties in numbers exceeding those provided for in the PFSP.
- Exclusive surveillance.
- Extra labor.
- Porterage.
- Transfer service.
- Extra sanitization.
- Embarkation of ship supplies.

In general, for the performance of any type of activity and/or service within the areas under concession, WSG shall invoice an amount calculated on the basis of the actual costs incurred by the Company, with a 30% markup as remuneration for the necessary organization, coordination, and control activities. For services of general interest, such as, for example, water supply or waste collection, the aforementioned markup shall be 15%.



2.8 SURCHARGES

For the services referred to in the preceding points 2.6 (Auxiliary Services), 2.7 (Equipment Rental Service), and 2.8 (Other Services), the following surcharges shall apply to the standard rates:

- +30%, if performed on Saturdays or on the day before a public holiday.
- +50%, if performed on Sundays and public holidays.
- +40%, if performed during the time slot from 19:00 to 07:00 (nighttime).



3.0 SERVICES FOR OTHER SHIPS AND IDLE TIME

Ships of any type berthed at the quays under exclusive concession to the Company, for which the latter is obliged, by virtue of the above-mentioned Formal Act of Concession, to (i) provide surveillance, (ii) ensure cleaning, and (iii) carry out maintenance, shall be required to pay the following indivisible fee, calculated from the day of arrival up to and including the day of departure:

€ 4.00 per meter of overall length (L.O.A.) per day.

Any request to use the quays under concession to the Company must be submitted no later than 12:00 p.m. on the day preceding the scheduled berthing date, through the proper completion and subsequent submission of the dedicated 'Form C' – Service Request – Other Ships, accompanied by the relevant Ship Class Certificate."

4.0 MUNICIPAL SURCHARGE ON EMBARKING PASSENGERS AT THE PORT OF PALERMO

Pursuant to Palermo City Council Resolution No. 96 of 23/06/2023, which established the municipal surcharge on port embarkation fees, and the attached Regulation, Clients shall be required to pay the amount of

€1.00 (one euro) for each embarking passenger.

For the purposes above, Clients, through their respective Maritime Agents, shall communicate, by submitting 'Form B – Ship Report', the number of embarking passengers subject to this surcharge, noting that, according to the aforementioned Regulation, persons with disabilities and children and/or infants are exempt.

For the latter, the exemption shall apply only if Clients 'do not charge any embarkation fee', as clarified by the AdSP in note Prot. No. 18719/2023 of 13.09.2023.

The amount of the above-mentioned surcharge shall be invoiced by the AdSP, which shall remit it to the Municipality of Palermo.



3. ANNEXES

ANNEX 1 – A Form “Request for Services”

ANNEX 2 – B Form “Final Movements”

ANNEX 3 – Form C ‘Service Request – Other Ships’



WEST SICILY GATE

ANNEX 1



PALERMO CRUISE TERMINAL
- REQUEST FOR SERVICES 2022 -

Rev. 00, 01/05/2022

“A” Form

Shipping Agency Name _____
 Address _____
 Town _____
 Office phone number _____
 Rif.to in banchina _____
 Mobile phone _____

| | | | |
|----------------------------|--|--------------------------|------------------------|
| Ship's info | Ship's name _____ Company _____ Master _____ 2 nd Master _____ | | |
| Stay in Port | Expected Time of Arrival (dd/mm/yyyy) - ETA __/__/____ - ____:____ Expected Time of Departure (dd/mm/yyyy) - ETD __/__/____ - ____:____ Overnight <input type="checkbox"/> | | |
| Operations | N. of PAX at arrival _____ N. of embarking PAX _____ N. of disembarking PAX _____ Number of Visitors _____ IDLNESS <input type="checkbox"/> | | |
| Rental of equipment | Manual pallet trucks <input type="checkbox"/> Rental of wheelchair <input type="checkbox"/> Rental of gazebo <input type="checkbox"/> | | |
| Additional Services | Type of Service | Date / Start Time | Date / End Time |
| | | | |
| | | | |
| | | | |

This request form must be sent to the address operations@wsqct.com no later than 12:00 am on the day before the date of provision of the requested services. If services are required on a Monday or on any post-holiday day, this form must be received by 12:00 am on the last previous working day.



WEST SICILY GATE

ANNEX 2



PALERMO CRUISE TERMINAL
- FINAL MOVEMENTS 2022 -

Rev. 00, 01/05/2022



WEST SICILY GATE

ANNEX 3



Rev. Gennaio 2020

PALERMO CRUISE TERMINAL
- SERVICE REQUEST – OTHER VESSELS

C Form

| | |
|-------------------|----------------------------|
| Port Agent | Company Name _____ |
| | Address _____ |
| | City _____ |
| | Phone number _____ |
| | Dock ref. _____ |
| | Cell phone _____ |

| | |
|--------------------|---|
| Vessel info | Vessel name _____ Cruise Line _____ Captain's name _____ Second Officer's name _____ |
|--------------------|---|

| | |
|---------------------------------|--|
| Duration of stay in port | Arrival date (gg/mm/aaaa - hh:mm) - ETA ___/___/____ - ____ Departure date (gg/mm/aaaa - hh:mm) - ETD ___/___/____ - ____ |
|---------------------------------|--|

| | |
|-------------------|---|
| Operations | Length Over All (L.O.A.): _____ <u>As</u> per the Class Certificate Issued by _____ Issued on _____ valid until _____ (Enclosed). |
|-------------------|---|

| | Type of service | Start date / time | End date / time |
|----------------------------|-----------------|-------------------|-----------------|
| Additional services | | | |
| | | | |
| | | | |
| | | | |

This request form must be sent to operations@wsact.com no later than 12:00 PM on the day before the requested services are to be provided. If the services are to take place on a Monday or on any day following a public holiday, the form must be submitted by 12:00 PM on the last working day prior.