

IGY VIEUX PORT DE CANNES

PART I APPLICATION FORM TO BE RETURNED AS A SINGLE PDF DOCUMENT

PART II EVENT BERTH ALLOCATION PROCEDURE

PART III TECHNICAL APPENDICES

NB: This document has been translated for your convenience. In case of dispute, only the original French version of this document is binding.

PART I: APPLICATION FORM

I GENERAL INFORMATION	
Year	
Event	
Ship name	
Application method delivery	<input type="checkbox"/> special delivery person <input type="checkbox"/> registered mail with acknowledgement of receipt, <input type="checkbox"/> hand-delivery to the port office <input type="checkbox"/> By e-mail to congres.cannes@igymarinas.com in PDF format with all required documents in a single file

II OWNER (for private use only)	
Owner : Company name, address, telephone number and e-mail	
Captain employed by the shipowner : Name, telephone and email	
Owner's representative : Company name, address, telephone number and e-mail	
a) REQUEST a berth in the Old Port of Cannes during the above-mentioned event for the above-mentioned vessel.	
b) ACKNOWLEDGE that I have read the MVPC "Events" procedure, point 8 on financial provisions and point 10 on waiving claims.	
c) DECLARE to use my own vessel	
d) CERTIFY the accuracy of the above information .¹	
Date and signature of owner or owner's representative/captain	

IGY VIEUX PORT DE CANNES

III CLIENT (if different from Owner)	
Charterer (customer): Company name, address, telephone number and e-mail	
Customer representative, if any: Company name, address, telephone number and e-mail	
a) REQUESTS a berth in the Old Port of Cannes during the above-mentioned event for the above-mentioned vessel.	
b) ACKNOWLEDGES having read the MVPC "Events" procedure, point 8 on financial provisions and point 10 on waiving claims.	
c) DECLARES that he has chartered the above-mentioned vessel in accordance with the contract attached to this application to represent the brand(s)	Brand 1
	Brand 2
	Brand 3
	Brand 4
	Brand 5
d) CERTIFIES the accuracy of the above information .¹	
Date and signature of Customer or his representative	

IGY VIEUX PORT DE CANNES

IV CUSTOMER'S OR OWNER'S AGENT FOR PRIVATE USE, if applicable	
I, _____, the undersigned, in my capacity as, _____ (cf§13), hereby give power of attorney to submit the present application and to carry out on my behalf all acts necessary for the proper execution of the berth application procedure and to represent me in dealings with the ship charterer, the port authority and MVPC to :	
Agent's company name, address, telephone number and e-mail	
Signature of Customer or Owner, if private use	
The Agent acknowledges having read, transmitted and explained to the user of the vessel the "Events" procedure, and in particular point 2.6: verification of the nature of the activity and points concerning relations with the event organizer, unfair competition and commercial parasitism, commercial activities on board the ship and the limits imposed by law and financial provisions.	
Date and signature	
For the Agent	

IV PASS ²	
Event Pass no.	

¹ Any false or erroneous declaration will result in the exclusion of the ship from the event in accordance with point 2 of the specific procedure for the allocation of berths - events.

² Depending on event organizer and/or MVPC conditions

V SHIP INFORMATION	
V.1 Vessel characteristics³	
Name	
Overall length (in meters)	
Overall width (in meters)	
Draft (in meters)	
IMO / O.N	
Flag state (certification authority)	
Status (Pleasure or commercial)	
Class	
Name of insurance company (including dockside charter)	
Insurance valid until (day/month/year)	
Capacity of black and/or grey water tanks (in cubic metres)	
V.2 Owner/ship owner	
I, the undersigned	
First name, last name/Company name Quality Phone Email	
a) CERTIFY the accuracy of the above information b) ACKNOWLEDGE that I have read the "event" procedure, in particular the requirements relating to the safety of the vessel and its passengers. c) DECLARE that my vessel and related services comply with tax regulations and that I have no debts to the Marina du Vieux-Port de Cannes (MVPC) company. d) UNDERTAKE to sign a wastewater collection contract for the duration of the event and to provide a copy upon request by MVPC	
Date and signature	

³ As the mooring plan is based on these data, any false or erroneous declaration will result in the exclusion of the vessel from the event.

VI CAPTAIN	
I, the undersigned, First name, Last name,	
<p>a) DECLARE that I am the master of the vessel, that I am fully appointed by the owner and that I have the statutory qualifications;</p> <p>b) ACKNOWLEDGE having read the "Event" procedure and in particular the requirements relating to the safety of the ship and its passengers;</p> <p>c) ACKNOWLEDGE that I am aware of the "ZERO DISCHARGE" rule applied to Vieux Port de Cannes and UNDERTAKE to scrupulously comply with this requirement;</p> <p>d) UNDERTAKE to leave the docks in perfect condition before the ship leaves the port (no garbage left on the quay (including the carpet and fixings), bollards in place, etc.);</p> <p>e) UNDERTAKE to authorise on board no more than ____passengers while in port ;</p> <p>f) DECLARE the following characteristics of the vessel to be accurate⁴</p>	
Overall length (in metres)	
Overall width (in metres)	
Draft (in metres)	
Captain's date and signature	

VII REQUEST FOR INSTALLATION OF TENTS, VISUALS AND/OR ADVERTISING STRUCTURES ⁵	
Tent on the dock	<input type="checkbox"/> Yes <input type="checkbox"/> No
Advertising visuals	<input type="checkbox"/> Yes <input type="checkbox"/> No
Advertising structures	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>I, the undersigned, Agent, confirm that I have been informed of the technical appendices to the event-specific application file concerning tents and advertising visuals during the event (see part 2). If the result does not comply with these rules, the port and/or the event organiser are entitled to request the dismantling and removal of the tent (and any furniture in it, if applicable), visuals and/or advertising structures at the Customer's expense, risk and peril.</p>	
Date and signature of Agent or Owner's representative	

⁴ The mooring plan being based on these data, any false or erroneous declaration will result in the exclusion of the vessel from the event.

⁵ Please note that the maximum size allowed on the dock is 4x4m. Please refer to our specifications in part 2 "Regulations".

VIII REQUEST FOR ADDITIONAL SERVICES	
Optical fiber	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electricity - voltage	<input type="checkbox"/> 220 V <input type="checkbox"/> 380 V
Electricity - amperage ⁶	<input type="checkbox"/> 63A <input type="checkbox"/> 125A <input type="checkbox"/> 250A <input type="checkbox"/> Over 250A <input type="checkbox"/> Others :
<p>The Vieux-Port de Cannes offers a range of services and packages to ensure the smooth running maintenance of your event. Do not hesitate to contact us at congres.cannes@igymarinas.com for any queries you may have.</p>	
Other/special requests	

IX. FINANCIAL PROVISIONS ⁷	
<p>All applications are subject to payment to MVPC of the mooring fee at the applicable rate (rates available on the website and/or on request), plus a flat-rate processing fee of €500 (incl. VAT).</p>	
Processing fee method of payment	<input type="checkbox"/> bank transfer (compulsory for online applications) <input type="checkbox"/> payment link
Mooring fee payment method	<input type="checkbox"/> bank transfer (compulsory for online applications) <input type="checkbox"/> payment link
MVPC bank details	<p>BANK: CAISSE D'EPARGNE CÔTE D'AZUR ACCOUNT NAME: MARINA DU VIEUX PORT DE CANNES SWIFT: CEPAFRPP831 IBAN: FR76 1831 5100 0008 0120 6348 911</p>

⁶ IMPORTANT: it is imperative to be specific about the amperage required. For each substation, plan cables 25 to 30 meters long.

⁷ See point 8.1 specific procedure for allocating berths - event.

X REQUIRED DOCUMENTS
X.1 For the Customer or Owner if private use
<input type="checkbox"/> Charter contract signed by all parties
<input type="checkbox"/> Company's RCS or equivalent
<input type="checkbox"/> Owner's certificate for private use/owner on board
<input type="checkbox"/> Proof of payment of the 1 st deposit by the charterer validating the contract
X.2 For the Contractor
<input type="checkbox"/> RCS or equivalent of the delegatee's company
X.3 For the ship
<input type="checkbox"/> Valid flag state certificate and vessel status
<input type="checkbox"/> Ship's class certificate (up to date with annual inspections)
<input type="checkbox"/> Valid P&I insurance certificate covering the maximum number of people on board during the event
<input type="checkbox"/> Certificate of stability or letter certifying the maximum number of persons allowed on board
<input type="checkbox"/> International sewage pollution prevention certificate (Vessels >400GT or carrying more than 15 people)
X.4 For the captain
<input type="checkbox"/> Appointment letter/certificate from the shipping company
X.5 For the event
<input type="checkbox"/> Pass invoice
X.6 Application fees⁸
<input type="checkbox"/> Proof of payment of application fee
X.7 Mooring fees
<input type="checkbox"/> Proof of payment of mooring fee

⁸ A lump-sum fee of €500 (inc. VAT) is charged for each event application, payable on submission of the application file.

PART II SPECIFIC BERTH ALLOCATION PROCEDURE - EVENTS

NB: In the event of a dispute, only the original French version of this document is binding.

Table of contents

PREAMBLE	10
1 PREPARATION AND RECEIPT OF DOCUMENTS.....	10
1.1 Submission of applications	10
1.2 Provisional timetable for applications and meetings allocation.....	10
1.3 Preparation of application files	11
1.4 Transmission of application files	11
2 COMPLIANCE REQUIREMENTS.....	12
2.1 Verification of application completeness	12
2.2 Verification of documents authenticity	12
2.3 Verification of the vessel's technical compliance	13
2.4 Ship safety obligations	13
2.5 Verification of environmental compliance of ship.....	13
2.6 Verification of the nature of activity.....	13
2.7 Rental/charter contract	14
2.8 Verification of professional qualifications	14
2.9 Length of stay in port.....	15
2.10 Compliance check of regulations on visual advertising	15
2.11 Visual check and tent assembly.....	15
2.12 Prior authorisation for on-board parties.....	15
3 BERTH ALLOCATION	15
3.1 Terms and conditions.....	15
3.2 Award criteria	16
3.3 Refund of mooring fees in the event of non-allocation.....	16
3.4 Composition of the Allocation Committee	16
3.5 Berth allocation	16
3.6 Minutes of the Committee	17
4 LATE ALLOCATIONS.....	17
5 CANCELLATION	17
6 CHANGE OF VESSEL.....	18
Case 1 - Vessel already admitted to the mooring plan.....	18
Case 2 - Vessel on waiting list.....	19
7 CHANGE OF CHARTERER OR CHARTERER'S REPRESENTATIVE	19

IGY VIEUX PORT DE CANNES

8	FINANCIAL PROVISIONS	19
8.1	Payment of application fees for allocation - event	19
8.2	Payment of prior debts, before application for allocation - event	19
8.3	Payment of mooring fees	19
8.4	Payment of state fees and other charges.....	20
8.4.1	Tents	20
8.4.2	Advertising pannels	20
8.4.3	Fluids and other services	20
8.5	Terms of payment.....	20
9	VESSEL EXCLUSION PROCEDURES	20
10	CLAIM.....	21

PREAMBLE

Under a Concession Contract effective 1st March 2022, the Cannes City Council has entrusted the concessionary company Marina du Vieux-Port de Cannes (MVPC) with the modernisation and operation of the Vieux Port de Cannes.

This contract includes a specific procedure for the priority reception of vessels taking part in events of general interest.

This document, in accordance with article 19.3 of the Concession Contract and its appendix 28, is to clarify the "Event" procedure.

1 PREPARATION AND RECEPTION OF DOCUMENTS

1.1 Submission of applications

The event-specific allocation procedure and application forms are available :

- On the website:
<https://www.igymarinas.com/fr/marinas/igy-vieux-port-de-cannes/>
- By e-mail upon request at the following address : congres.cannes@igymarinas.com

The calendar of events eligible for this specific procedure is available on the Vieux-Port de Cannes website <https://www.igymarinas.com/fr/marinas/igy-vieux-port-de-cannes/>

1.2 Provisional timetable for applications and allocation meetings

The exact timetable for submission of applications and committee dates is published on <https://www.igymarinas.com/fr/marinas/igy-vieux-port-de-cannes/>, subject to reception of event dates from SEMEC. These dates are subject to modification by the respective event organisers.

1.3 Preparation of application files

The request is made by the Agent designated above, who may be :

- The owner (natural or legal person),
- The captain, employee of the shipowner,
- A qualified intermediary (yacht broker, shipping agent or equivalent)
- The charterer of the vessel or his duly authorised representative (natural person or legal).

The application must be completed legibly. Attached documents (photocopies) must be legible. The original of any attached document must be produced upon request. Addresses must be complete (Company, surname, first name, town, zip code, state, country, etc.) and must enable the Agent to be contacted. The same applies to telephone numbers and e-mail addresses.

1.4 Transmission of application files

The completed application must be sent to the following address:

Marina du Vieux-Port de Cannes

Bureaux du Port - 1st floor

Promenade de la Pantiero

06400 Cannes

with the wording on the envelope :
[Name of yacht + name of event].

It can be delivered by :

- special delivery person
- registered mail with acknowledgement of receipt,
- hand-delivery to the port office. In the latter case, a receipt of deposit is given to the bearer.
- By e-mail to congres.cannes@igymarinas.com in PDF format, with all required documents in a single file (multiple attachments will not be accepted).

MVPC will acknowledge receipt within 3 business days. This acknowledgement will be the only proof of receipt of the consignment. For this type of consignment, only payment by bank transfer is accepted.

No application will be considered in the 5 working days preceding each allocation committee meeting. Examination of the application will be postponed until the next allocation committee meeting.

2 COMPLIANCE REQUIREMENTS

2.1 Checking application completeness

Allocation of a berth under the "Event" procedure is subject to compliance with the following requirements.

As concession holder, MVPC manages the contractual relationship with the Agent. MVPC verifies the conformity of the application within 10 working days of its submission.

- a. A file will be considered incomplete in the following cases:
- One or more fields is/are not filled in
 - One or more signatures is/are missing
 - There are one or more missing, non-compliant or illegible documents
 - Doubts about the veracity of the information declared or the signature(s)
 - The certificate of status proving that the vessel belongs to the commercial or pleasure category is not up to date at the time of application
 - Missing annual Class inspection
 - Unpaid port fees
 - Unpaid administration fees
 - Special cases not included in the above list.

For any information and/or questions, please contact us at the following address:
congres.cannes@igymarinas.com

In the case of incomplete applications, compliance must be carried out within 48 hours of receiving the non-completion and/or non-compliance email. After this deadline, a new application must be submitted including the missing information/documents, together with proof of payment of the processing fee of 500 euros incl. VAT.

- b. For complete files, an email of confirmation will be sent to the Agent.

- c. All compliant applications are then examined by the allocation committee on the basis of the criteria described in chapter 4. The issuance of an email confirming receipt of a compliant application does not preclude subsequent verification (before and during the event) of the documents/certifications provided in support of the application. MVPC will consider compliant applications within the maximum capacity of the mooring plan. Other applications will be placed on a waiting list in chronological order.

2.2 Checking the authenticity of documents

MVPC reserves the right to verify the authenticity of the documents and signatures appearing in the application and to request the presentation of any document it deems necessary to verify the veracity of the information provided.

2.3 Verification of the vessel's technical compliance

The Owner, or his representative, undertakes to ensure the technical compliance of the vessel. This undertaking will include :

- A copy of the registration document (certificate of registration and/or registration certificate) of the flag State ;
- The ship's valid class certificate, issued by a recognized class society, and its annual survey;
- The ship's certificate of commercial status (if applicable) ;
- International Sewage Pollution Prevention Certificate for vessels over 400 MSU or with more than 15 passengers on board (if applicable);
- The stability certificate/document indicating the maximum number of passengers that can be accommodated on board at berth. This document is generally issued by a class or third party qualified to do so. This document is mandatory for all party requests and must be sent to the port authority before a party is authorized in the port.

2.4 Ship safety obligations

During the stay in port, the captain undertakes to have a duly qualified and trained crew on board and able to :

- Manoeuvre or sail,
- Take the necessary actions in the event of an incident (fire, water ingress, etc.), including evacuating passengers,
- Ensure the safety of its passengers,
- Comply with port regulations.

This commitment must be accompanied by a copy of the ship's insurance policy (P&I) and any other insurance policy covering the ship's activity during the event. It will also include a declaration of the maximum number of passengers authorised on board, that the captain is committed to respect.

2.5 Verification of the environmental compliance of the ship

MVPC reminds that in accordance with port regulations :

- The discharge of any liquid into the harbour is prohibited.
- Sewage collection is compulsory while in the port. It can be checked at any time during the stay.

A list of MVPC-approved service providers is available on request from congres.cannes@igymarinas.com.

In the event of failure to pump out during the event, a penalty of 2,500 euros will be invoiced by MVPC to the holder of the berth allocated under the "event" procedure. Proof of pumping will be requested before departure from the port. Any unauthorised discharge of gray and/or black water in the port will result in the rejection of any request for a berth for the vessel for any future "general interest" event. In addition, a penalty of 10,000 euros will be invoiced by MVPC to the Vessel Owner.

2.6 Verification of the nature of the activity

MVPC verifies that the customer's activity is related to the event based on supporting documents. The Contractor must provide proof of :

- a. The acquisition and validity of the event organizer's Pass (with the exception of the Cannes Film Festival);
- b. For access-controlled events, compliance with the obligation for each embarking or disembarking passenger to wear an individual access badge (excluding crew members, brokers and ship logistics personnel), during the event's opening hours.

In any case, the sale of food and/or accommodation services on board is prohibited. MVPC acknowledges the right of the event organiser to monitor compliance with the above points. In any case, the event customer comits not to interfere with the vessels not being part of the event.

If the customer's name is different from the brands displayed (see pages 1 and 2 of the berth application file), the connection must be explained.

2.7 Rental/charter contract

MVPC checks the copy of the charter contract provided by the Agent. This contract must have the following characteristics:

- direct contract between the owner and the Customer with their original signatures;
- Identical customer name to the one shown on page 3 of the application file and proof of payment;
- name of broker and registered office (with signature) ;
- date of event for which claim is made ;
- rental/charter amount and payment terms ;
- contract signature date ;
- name and characteristics of the vessel.

If the owner's representative is authorised to sign charter contracts, a copy of this authorisation must be attached.

If the customer's representative is also authorised by the customer to sign charter contracts, a copy of this authorisation must be enclosed.

In the case of an "owner on board", and in the absence of a charter contract, a certificate

signed by the owner declaring strictly private use is required. In this case, it is forbidden to place any form of advertising on the vessel.

2.8 Verification of professional qualifications

MVPC verifies that the intermediaries authorised to delegate and/or sign the charter contract have the following professional qualifications:

- Yacht broker, shipping agent :
 - Nature of the company or establishment ;
 - Trade register extract or equivalent document.
- Captain:
 - Original certificate from the shipowner stating that the captain is authorised to represent him.

2.9 Length of stay in port

Requests for berths for less than the duration of the event are not permitted. This does not prevent a ship from leaving before the end of the event.

2.10 Verification of compliance with visual advertising regulations.

MVPC verifies that the ship's representative complies with the requirements for displaying signs and advertising set out in Part 2 of the berth application "Event" procedure.

2.11 Visual inspection and tent assembly

A tent may be set up on the dockside strip in accordance with the specifications of the event organiser and/or MVPC. Under no circumstances may the tent be used for catering purposes. MVPC and/or the event organiser may verify, or have verified by a third party, that the erection of the tents complies with current regulations. The Contractor shall provide MVPC and/or the event organizer with a certificate of proper assembly and visual inspection for each structure set up. This certificate must be sent to congres.cannes@igymarinas.com no later than 12 hours before the beginning of the event, together with the name of the vessel. The installation of a tent is subject to the existence of a contract between MVPC and the customer or event organizer, and to the financial provisions set out in point 8.4.1 of this procedure.

Tents may not be erected on the docks unless authorised by MVPC and/or the event organiser.

2.12 Prior authorisation for parties on board

Any party organised on board a ship requires an official authorisation. This request must be made at least 5 days before the event. For further information or assistance concerning the procedure, please contact our services at [:congres.cannes@igymarinas.com](mailto:congres.cannes@igymarinas.com)

3 BERTH ALLOCATION

3.1 Terms and conditions

The allocation of berths under the "Event" procedure is subject to receipt of a complete application in accordance with point 2 of this procedure. These allocations are temporary, for the duration of the event.

3.2 Award criteria

Moorings under the "event" procedure are allocated according to objective criteria by an allocation committee. The berth is of a personal nature and is allocated solely to the customer. Requests for berths are ranked according to the following criteria, which are not ranked in order of importance:

- Chronological order of receipt of complete applications: The reference is the day of receipt only, not the time. In case of complete applications submitted on the same day, the vessel with the longest overall length is ranked first. If this criterion is not relevant, the date of payment of the first instalment of the charter contract
- The event concerned
- Available locations
- Period of time covered
- Safety and travel constraints
- Specific economic constraints
- Circumstances related to the event
- Objective factors such as aesthetics, prestige of the event, image and reputation of the Vieux Port de Cannes
- Positive spin-offs for the Vieux Port de Cannes
- Use of the facilities and services of the Vieux Port de Cannes
- Any other relevant criteria to justify the specific allocation of a berth within a limited area.

3.3 Refund of mooring fees in the event of non-allocation of a berth

If a berth is not allocated as part of the "event" procedure, MVPC will reimburse mooring fees to the issuer. However, MVPC will retain the application fee.

3.4 Composition of the Allocation Commission

The Allocation Commission will comprise:

- **Port Authority:** 1 representative
- **MVPC:** 2 representatives

3.5 Berth allocation

The allocation committee only examines applications that comply with the regulations. Vessels are allocated berths on the event's mooring plan in accordance with point 3.2. The mooring plan, drawn up by MVPC and approved by the port authority, is the sole responsibility of MVPC:

- a boating safety criteria ;
- b the decision to allocate port space to this event;
- c the size of vessels accepted, depending on the technical constraints of the anchorage plan.

For each admission, the mooring plan is completed with the vessels according to their classification.

When the mooring plan is full, ships are registered on the waiting list.

If slots become available, they are allocated following the waiting list, according to the

category of berth available on the mooring plan. If this is not sufficient, requests submitted but not checked, i.e. beyond the 5th request on the waiting list, will be processed in the order in which they were submitted, until the mooring plan is full. If an application is non-compliant, the applicant has 5 working days to provide a compliant application. After that, the next file is examined.

If a vessel on the waiting list cannot be placed due to its size, the next vessel on the corresponding list is examined, until the mooring plan is complete. The unplaced vessel retains its position on the waiting list until a slot becomes available.

3.6 Commission minutes

Minutes are drawn up and signed by the members of the Allocation Committee.

These minutes may be supplemented by specific requests, in particular :

- document verification,
- information to be sent to the Agent according to the availability of posts in the event of a change of size of the vessel.

4 LATE ALLOCATIONS

Within the 30 days (15 days for the Cannes Film Festival) preceding the event, berths will be allocated as follows:

- vacancies due to charter cancellations or vessel changes ;
- late arrival of a complete file.

Allocations are made by MVPC, after validation of the request by the port authority, in the order of the waiting list, according to the size of the vessel, or if there is no waiting list, on a "first come, first served" basis.

The members of the allocation committee are kept informed of these late allocations. If no berths are available, late requests are placed on the waiting list by chronological order. When the Owner or his representative is informed that a berth is available, he must confirm his acceptance or refusal within 48 hours. In the event of refusal, the vessel will be considered as not having obtained a berth.

5 CANCELLATION

All cancellations must be received by MVPC in writing (registered letter with acknowledgement of receipt) or e-mail, at the address indicated at congres.cannes@igymarinas.com.

It must be signed by a duly authorised person. Cancellation by e-mail is only authorised if it is sent from the customer's e-mail address.

The cancellation notice received is final and cancels the berth request.

If a counter-order is received at a later date, the request is placed on the waiting list in the chronological order corresponding to the date of arrival of the counter-order.

No refunds will be made for cancellations received within 60 days of the start of the event, for whatever reason.

If the cancellation is received by MVPC before the last commission, the vacated position will be returned to the first vessel on the waiting list corresponding to the same category as the available position.

If the cancellation is received by MVPC after the last commission, the vacated position will be returned to the first vessel on the waiting list with the same characteristics as the previous vessel.

6 CHANGE OF VESSEL

Change of vessel justified by technical unavailability or sale, or by simple termination of the leasing contract by the owner, will be examined as follows: Any change of vessel by a Customer who has submitted a valid application must be the subject to a written request and a new berth application to MVPC.

A modification is only possible under the following two conditions:

- a) the new vessel meets the compliance requirements of this procedure;
- b) all the characteristics of the replacement vessel do not modify the mooring plan.

In this case, the rate applied will be that of the highest category of the position allocated.

Case 1 - Vessel already admitted to the mooring plan

If the new vessel belongs to the same berth category (length, beam and draught) as the previous one, it will be positioned on the same berth.

If the new vessel is of a lower category, after taking into account all its characteristics (overall length, beam, air and water draught, manoeuvrability, etc.), the rate applied will be that of the original category, plus an additional handling fee.

If the new vessel is of a higher category, after having taken note of all its characteristics (overall length, beam, air draft and draught, manoeuvrability, etc.), the replacement will only be accepted if this is possible according to the mooring plan. The rate applied will be the difference between the original category and the category of the replacement vessel, plus an additional handling fee.

No change of vessel is authorized in the case of private use with owner on board, unless the new vessel is also the owner's property, and under the conditions of characteristics and status described above.

Case 2 - Vessel on waiting list

The new vessel is registered with the chronological rank of the initial request in the list corresponding to the rank of the new vessel.

7 CHANGE OF CUSTOMER OR CUSTOMER REPRESENTATIVE

Due to the intuitu personae nature of berth allocation between the customer, or the customer representative, and MVPC, changes of customer, brand or customer's representative at any time during the berth application procedure are prohibited, except in the duly justified case of takeover or merger of the company chartering the vessel for the event (the necessary supporting documents must be provided).

In the event of substitution of the Customer, customer's representative or brand, the vessel

illegally occupying the berth will be invoiced on the basis of the mooring fee at the current rate, with a daily penalty of the same amount. The owner and his duly authorised representative are responsible for payment of the sums due. Port fees collected on behalf of the original charterer are not refunded. The port authority is immediately informed of this substitution.

8 FINANCIAL PROVISIONS

8.1 Payment of application fees for specific allocation - event

The submission of an application is subject to the payment of a flat-rate processing fee of 500 euros (incl. VAT). This sum is paid when the "event" application is submitted, by bank transfer, payment link or credit card.

The Agent submitting the "event" allocation request is liable to MVPC for all fees and charges relating to the allocation of a berth.

Credit card receipts are not accepted as proof of payment. In the absence of such proof, the claim will be considered inadmissible.

8.2 Payment of pre-application debts - event

All sums due to MVPC, prior to the submission of the "event" allocation request, for any reason whatsoever, by the Owner (physical or legal person), the shipowner, the qualified intermediary (yacht broker, shipping agent or equivalent), or the charterer of the vessel or his duly authorised representative (physical or legal person), must be paid to MVPC, imperatively, prior to the submission of the "Event" allocation request.

8.3 Payment of mooring fees

The specific allocation of an "Event" berth gives rise to payment to MVPC of the mooring fee according to the current scale.

8.4 Payment of state fees and other charges

8.4.1 Tents

Except for events covered by a Pass, the installation of a tent in accordance with point 2.11 is subject to the existence of a contract between the customer and MVPC and the payment of the domain/advertising structure fee in accordance with the current scale.

Tents may not be erected on the quays unless authorized by the concession holder.

8.4.2 Advertising pannels

Except for events covered by a Pass, the installation of advertising panels and signs is subject to the current scale.

No advertising and/or signage is permitted without authorisation from the concession holder.

8.4.3 Fluids and other services

All fluids and other services supplied to the Customer from a berth as part of the the "Event" procedure, are subject to the current rates.

8.5 Terms of payment

Payment of mooring fees at the current rate is payable exclusively to MVPC by bank transfer or via the payment link, and must be made prior to submission of the application. All other sums due under the "event" allocation, other than the mooring fee, must be paid directly to MVPC **before** the vessel's departure, by bank transfer, payment link or credit card.

9 SHIP EXCLUSION PROCEDURES

If :

1. Information stating that a customer has one or more berths in the Vieux Port de Cannes have been identified even though the commission has not yet ruled on the matter;
2. Attempt to sublet the assigned berth to a different customer than the one originally requested;
3. During the event, the port notices that the customer and the brands on board do not match the request made.

A penalty of 1,000 euros (incl. VAT) per day of presence at the berth will be imposed on the customer. In addition, an excluded customer will not be authorised to apply for other events of general interest.

10 CLAIM

All complaints must be send exclusively by the Agent, by post or e-mail, to the following address:

Marina du Vieux Port de Cannes - Events
Bureaux du Port -1st floor - Promenade de la Pantiero
06400 CANNES
E-mail: congres.cannes@igymarinas.com

This claim must be accompanied by all the information and supporting documents required to examine the claim.

No oral or telephone requests will be accepted.

MVPC's response will be issued within 10 working days from the date of receipt of the complaint.

Waiver of claims: The Agent hereby waive all claims relating to :

- Choice of location assigned to the vessel as part of the mooring plan ;
- Access and parking control procedures during events.

PART III: TECHNICAL APPENDICES

I VISUALS
I.1 ON-BOARD VISUALS
<p>Visuals must not exceed the exact dimensions of the ship's hatches and rails. They must not hide the ship's name on the transom.</p> <p>Branding materials must be fire-proof (M0, M1, M2). The fire-proof certificate must be handed over to the persons concerned during safety checks.</p> <ul style="list-style-type: none"> • Motorboat: No overhang of the ship's superstructure except for inflatable modules. Special case: inflatable modules Superstructure projection: max. 1 metre If spherical: max. overall diameter: 1m 50 If oblong Max. length: 1m 80 - Max. diameter: 1m 20 • Sailboat: No overhanging top spreaders. A single calico between the masts: Max. length: 10 metres Max. width: 0.8 metres Calico in perforated fabric specially designed to limit wind resistance. Special case: inflatable modules: Same characteristics as above. Overhang of upper spreader bars: 1 metre max. <p>Any other form of advertising not listed in the application file must be subject to a special request in writing to MVPC at congres.cannes@igymarinas.com. Installations are invoiced in accordance with the applicable rate - advertising structure.</p> <p>.</p>
I.2 VISUALS ON THE QUAY
<p>All other installations (podiums, demonstration vehicles, etc.) are subject to a specific request in writing to MVPC at congres.cannes@igymarinas.com. These installations are charged according to the applicable rate - advertising structure.</p> <p>In the absence of a positive written reply from MVPC, no installation will be assembled. Any infringement of this regulation will result in the dismantling of the installation in question at the expense of the berth holder.</p>
II TENTS
<p>Tents are reception areas, with limited furniture.</p> <p>It must be easily movable and not exceed 35kg (per piece). Living-room type fittings are not allowed.</p>

All additional queries are subject to a written request to congres.cannes@igy-marinas.com
Tents are subject to payment of the state fee for advertising structures, according to the applicable rates.

Please respect the following points:

General/hardware

- Tent dimensions: 4x4m (regardless of ship location)
- Pagoda roof with a four sided closing system, specifically for windy conditions and easy to open in case of emergency
- Back of the tent must have a quick opening (zip, etc.) to allow rapid evacuation.
- It must be positioned on the roadside platform only
- Accessible to people with reduced mobility
- No fittings may be positioned between the tent and the edge of the quay;
- The tent cannot be erected before the day selected by MVPC
- Maximum wind resistance: 100km/h (art CTS7 arrêté du 23/10/1985 modifié)
- Fire resistance: Materials classified M0, M1, M2

Construction

- No mooring on equipment, bollards or other dock equipment (no drilling or fixing on the dock) will be allowed.
- The mooring straps connecting the structure to the ballast will be white.
- Stability will be ensured by ballasting or self-supporting flooring. In this case, accessibility for people with reduced mobility must be ensured in accordance with current standards and with manufacturers' recommendations. The contractor must provide the corresponding documents.
- Cube or rectangular parallelepiped ballasts must be covered with white brushed cotton to guarantee visual aesthetics.

Documents to be submitted

- A certificate of correct assembly must be provided to the port on completion of the installation.
- The installation of an electrical system is the responsibility of the customer, who undertakes to have the system inspected by an approved body and to forward the document to the organiser in the event of an inspection.

The above compliance documents must be available in the tent for the duration of the event.

After the event

- Carpets and double-sided adhesive tape must be completely removed from the floor and disposed of in the bins provided.
- The tent must be removed as soon as the ship departs.

Costs arising from non-compliance with the above points will be billed to the berth contractor.

General regulations

In accordance with quality and safety regulations, the contractor undertakes to comply with the standards and regulations in force, in particular concerning :

1 Ability: *The installer will justify his ability to carry out the operation (personnel holding a NVQ in fitting or recognized equivalent), and will submit a brief for each type of structure proposed: - Manufacturer's technical file. - Equipment certification.*

Minutes of fire classification of fabrics. - Description of construction method (ballasting, self-supporting floor, etc.). - Proof of technical verification. - Any other documents required by the safety commission.

He will provide proof of his professional and third-party risk insurance.

2 Structures: *Installations must comply with the facilities open to the public fire and panic regulations of 25/06/1980, as amended, and with the special provisions of the decree of 23/01/1985 concerning special provisions for marquee/tent/structure type establishments.*

3 Assembly: *The installer must draw up and submit a certificate of proper assembly and visual inspection for each structure installed, including structures of less than 16m². A prevention plan will be drawn up, and delivery, loading and unloading procedures will be formalised. Electrical installations: if electrical installations are installed in the structures, they must comply with regulations, and in particular with standard NF C15-100. As a professional, he will have a duty to advise and to ensure the proper implementation of these systems.*

III MISCELLANEOUS PROVISIONS

1. WORK :

Work aboard ships and on docks is prohibited, as it may cause inconvenience and risk to the public.

2. MUSIC / NOISE :

Noise pollution aboard yachts docked during events is tolerated until 00:30 at the latest. An official request for authorisation must be submitted for any party organised on board after 8:00 pm.

3 CATERERS :

Caterers will be allowed to drop off and pick up during the authorised hours of the event. No vehicles will be allowed to park on the Jetée Albert Edouard until further notice.

4 ACCESS CONDITIONS :

All vehicles requiring access to the jetée Albert Edouard during the event must complete the form sent by MVPC to applicants prior to the beginning of the event.

For certain events, a badge identifying the vehicle will be given to the berth applicant before the beginning of the event. This badge will give access to vehicles during authorised delivery times.

3. RUBBISH COLLECTION :

Rubbish containers will be available to keep the docks in a perfectly clean condition. Collection service available upon request (according to applicable rates).

4. WASTEWATER COLLECTION

In accordance with current regulations, wastewater collection is mandatory. Please contact us at congres.cannes@igymarinas.com.

5. DELIVERY :

Fuel deliveries and collection of other polluting products are prohibited during the event.

6. PORT ASSISTANCE :

For assistance, please contact congres.cannes@igymarinas.com

7. OTHER SERVICES :

For all other services, specifically administrative, customs, reservations, medical assistance, transport or other, please contact congres.cannes@igymarinas.com

IGY VIEUX PORT DE CANNES

⁹ Application assistance available from MVPC at congres.cannes@igymarinas.com.