



**PPA Ship Repair Area  
REGULATIONS AND CHARGES**

**This translation in English is unofficial and for reference only. The Greek original supersedes in case of controversy or dispute.**

***Piraeus, March 2019***

## DEFINITIONS

- 1. Unauthorised Berthing:**  
A vessel/seaborne craft remaining in the PPA port area without authorisation by the competent department or after the authorised berthing period has elapsed.
- 2. Indivisible Day:**  
This is considered to be the time period between 00.01' and 24.00 or any fraction thereof.
- 3. Indivisible Month:**  
The time period starting on the first day of a month and ending on the last day of that month, including any fractions thereof.
- 4. Shifting of Berth:**  
A ship's mandatory shifting of berth within a port.
- 5. Double Tonnage:**  
A ship's tonnage enhancement with double tanks or walls.
- 6. Ship-Side Berthing:**  
A ship/seaborne craft berthing alongside another which is berthed on a platform.
- 7. Authorised Domestic Route:**  
A route performed following authorisation by the competent Ministry
- 8. PPA Sea Area:**  
The sea area exploited by PPA according to the applicable laws
- 9. Fixed Anchorage:**  
Any sea area suitable for the safe anchoring of ships/seaborne crafts
- 10. Ship Repair Area:**  
The (sea or land) area in which performance of ship repair works is permitted
- 11. Gross Tonnage:**  
The total interior volume of all permanently sheltered and indoor spaces of a ship, located either beneath or above the uppermost deck.
- 12. Ship:**  
Any craft with a minimum net tonnage of 10 register tons, intended to be self-powered at sea
- 13. Seaborne Craft:**  
Any floating construction, regardless of tonnage or crew, intended mainly to remain anchored, namely inside ports or docks or near coastal installations, and intended to provide auxiliary maritime services.
- 14. Active Ship/Seaborne Craft:**  
Any Ship/Seaborne Craft used for the transport of passengers or goods, towing, assistance at sea, fishing, leisure, scientific research or for other uses, or one which is under repair.
- 15. Side Berthing:**  
A ship approaching alongside a platform, (commonly known in Greek as "πλεύρισμα")
- 16. Stern to Berthing:**  
A ship approaching a platform with its rear part (stern).

## **ARTICLE 1**

### **Scope**

These Regulations and Charges regulate matters pertaining to the allocation of ship repair posts in the legitimate sea area of "Piraeus Port Authority SA" ("PPA"), which is legally characterised as a repair area, as well as matters pertaining to charges and other related matters.

## **ARTICLE 2**

### **Applicability - Requirements**

The provisions hereof shall apply to all ships/seaborne crafts entering the PPA area mentioned above for the purpose of undergoing repair/adjustment works and to all ships/seaborne crafts entering the PPA port area and requesting repair post availability.

Ship owners, operators or masters, shipping agents, captains, ship managers etc. are liable to submit to the competent Department the following documents, either in hard copy or in electronic form:

1. Announcement of arrival of a ship/seaborne craft, as per Annex A hereto;
2. (a) Request for the provision of a ship repair post, , 24 hours prior to the requested availability date.  
  
(b) Request for the provision of a ship repair with pre-booking up to 14 days in advance of the requested availability date

## **ARTICLE 3**

### **REPAIR POSTS**

Repair posts availability and conditions of availability:

#### **1. Repair Posts Determination**

The posts available for the execution of repair/adjustment works on ships/seaborne crafts are determined by decision of the PPA CEO, following a recommendation by the competent department.

By decision of the CEO issued following a recommendation by the competent department, particular posts in the Central Port may be characterised as "temporary repair posts", namely for a limited period of time.

The total number and the locations of repair posts shall be determined with a view to not hindering the loading and unloading operations, which must be given full priority at all times.

#### **2. Repair post availability limitations**

- a. The maximum time period for which shifts/seaborne crafts can remain at their repair posts is originally determined based on their request. The authorised time period, based on the original request, may not exceed 90 days. The pre-booking days prior to the requested availability date of article 2, par 2(b) are included in the maximum period.

b. For periods longer than 90 days according to the initial request a negotiated contract will be put in place between the interested party and PPA SA following a request.

Such period may be extended by the competent Department, following a request of the interested party, with due regard to the port's operating requirements, the repair post vacancies, the type of works to be performed according to the submitted plans, and any other factors capable of affecting the efficient operation of the Ship Repair Area or of the port in general.

In extraordinary situations, an extension may be granted up to one year from the date the ship/seaborne craft entered the repair post, with the consent of the Ship Repair Department's shipbuilding engineer, provided that proper repair plans have been submitted.

In relation to temporary repair posts, an extension beyond the originally authorised period may not exceed the expiry date of the time period for which such posts were characterised as "temporary repair posts" by decision of the CEO.

c. A ship/seaborne craft may remain at a repair post for over a year by decision of the CEO, following a written request to that effect submitted 30 clear days prior to the expiry of the one-year period, on the basis of a reasoned recommendation by the Ship Repair Department.

### **3. Repair posts availability priority.**

“a. The priority in which repair posts are allocated is determined by the Ship Repair Department which takes into account the dry docking schedule (ship that are bound for dry docking or exit the drydocks), pre-bookings of positions, ship's technical characteristics (draught, width, length etc.), in conjunction with berth capacity and the type of works to be performed and ship type as below

1. Passenger ships performing regular services (ferries, sea cruisers, car ferries, ferryboats);
2. Other types of passenger ships/seaborne crafts;
3. Cargo vessels/seaborne crafts performing regular services;
4. Other ships and seaborne crafts.

b. As the date of ship arrival in the port area of PPA for cargo handling and subsequently repairs is the date the loading/unloading operations are completed.

c. As the date of ship arrival of a ship under repair in the drydocks of PPA for the provision of a ship repair post is taken the date of entry in the drydock”

## ARTICLE 4

### Repair posts availability and authorisation process

1. The parties interested in securing a repair post at the Port (ship owners, operators, masters, captains, shipping agents or managers) are required to submit an application to that effect (in hard copy or in electronic form) to the Ship Repair Department, no later than twenty-four (24) hours prior to the requested repair date.

Attached to the request must be a private agreement entered between the ship owner and a reputable ship repair agency, whereby the latter was assigned the works. The same agreement shall essentially list the works to be performed and their expected duration.

Any requests lacking such documentation shall be rejected.

If the applicant is unable to present an agreement as above, he may submit a solemn declaration stating that he shall present the document within ten (10) days from the date he is assigned a repair post.

If the applicant fails to timely submit the above documentation, the ship/seaborne craft shall be considered to have remained at the port without authorisation, from the date it was assigned a repair post.

The above obligation shall not apply to any ships occupying temporary repair posts.

2. Where the ship in respect of which repair post availability is requested comprises cargo tanks (tanker, LPG, OBO, etc.), the ship concerned must be clear of cargo and a Gas Free Certificate must be submitted before a repair post is made available to it.

3. Where repair post availability is requested in respect of a ship which bears cargo, the following additional documentation is required in order for the PPA Environment Sector to carry out a cargo hazard assessment.

- a. A Solemn Declaration of the party requesting repair post availability, stating that the cargo falls under none of the hazardous cargo categories.
- b. A bill of lading for goods in conventional transport or a cargo manifest for goods transported in containers.
- c. A Gas Free Certificate for goods transported in bulk (to be submitted before the ship enters its repair post).

4. The Ship Repair Department shall reject the request or authorise the ship's repair, identifying at the same time the repair post assigned. It is possible to approve a request for the provision of free side berthing to ships that has been approved a ship repair spot. The approval is provided for a time period of up to three (3) days on the condition of depositing the charge for the side that remains available.5. Repair posts may be assigned to ferries or cruisers only if there are vacancies. In assigning these posts, priority is given to ships which use Piraeus as their main port of their routes or cruises before the dry docking period starts. PPA reserves the right to demand that these ships withdraw from their posts /shift berthing, if a need arises to assign their posts to other vessels.

5. The Ship Repair Department is responsible for monitoring ship repair works which must designate for this responsibility a Naval Architect or Mechanical or Electrical Mechanical Engineer.

## **ARTICLE 5**

### **Obligations of Interested Parties**

1. Each interested party shall essentially designate a Process Agent in Athens, authorised to receive service of any documents relating to the ship/seaborne craft. If the interested party fails to designate a Process Agent their request shall be automatically rejected.

2. Under no circumstances may authorisation for repair post availability be granted to parties having other ships occupying any PPA-controlled areas without authorisation or having any debts towards PPA from any other cause.

3. Where necessary to secure PPA's interests, interested parties may be requested to submit a Solemn Declaration/Certificate stating that they shall remove their ships from their repair posts upon expiry of the authorised repair period or that they shall shift their ships to other locations at their own cost, as per PPA's instructions, to facilitate the repair of any ships/seaborne crafts at nearby posts. The Ship Repair Department may request the interested parties to submit a Solemn Declaration for any other reason or cause.

4. Once the repair post to be assigned has been determined and before it is actually assigned to the party concerned, the latter shall essentially present a Certificate of Encumbrances issued by the Piraeus Central Police Port Authority/Ship Register Department, listing any encumbrances currently registered on the ship. If, according to such certificate, a mandatory / conservative attachment is registered in respect of the ship, or if a ship detention order has been issued or if the ship is under escrow etc., PPA shall deny the request for repair post availability.

5. At least five (5) days prior to the expiration of the requested time for repair, the person concerned may request an extension of the repair time with his supplementary application as Appendix C attached. In the case of paragraph 2c of Article 3, the application must be submitted at least thirty (30) days before the expiry date of the approval. For the approval of the supplementary application, the same procedure is followed as the initial one, but without the submission of a new Certificate of Non-Existence on board.

6. The first application for extension of the original time requested in each 30-day billing period referred to in Article 8 (2) shall be charged with the corresponding charges in the reference period of that Article. The second extension request within the same 30-day period referred to in Article 8 (2) shall be charged with the corresponding charges of the reference period referred to in Article 8 for the remainder of the remaining period until the fulfilment of the corresponding 30-day period.

7. Provided that the request for of a repair position and the ship's/ seaborne craft stay time is approved, the applicant shall be required to make an advance payment of the prescribed charges for the whole approved period (either initial or supplementary). In case of a pre-

booking, the applicant is additionally obliged to pay the charges also for the period from the application up to the beginning of the approved period.

8. Before the ship/seaborne craft enters the authorised repair post and in the case of pre-booking, the party concerned shall deposit to PPA an advance or a bank guarantee, for an amount equal to €70.00 per meter of the ship's length, by way of security for PPA's potential claims. In the case of pre-booking the aforementioned advance or bank guarantee is deposited to PPA the day of request of the position.

As an advance or bank guarantee, in any case, the minimum amount of Euro 2,500.00.

9. Any parties requesting permission to occupy temporary repair posts may deposit the above guarantee and prepay the applicable charges for the original authorised repair period, within five days. Such five-day period starts:

a. From the date the relevant posts were characterised as "temporary repair posts", in respect of any ships already occupying such posts.

b. From the day following the ship's latest arrival date, provided that it is subsequent to the date as of which the occupied post was characterised as a "temporary repair post".

Upon lapse of five days as above (during which the party concerned failed to deposit the advance or guarantee required under this Article), the ship shall be considered to occupy the post without authorisation and shall be charged as per Article 8 hereof, which accrue either from the date the respective post was characterised as a "temporary repair post" or from the day following the ship's latest arrival date, provided that it is subsequent to the date as of which the occupied post was characterised as a "temporary repair post".

10. Throughout the time period that the ship/seaborne craft occupies a repair post, the ship owner, captain and its shipping agents, including any persons employed on or any persons aboard the ship, shall be liable to comply with the applicable Regulations and instructions of PPA and the Police Port Authorities.

In the event of non-compliance of the above persons with the applicable regulations or response plans of the PPA or the Port Authority, including but not limited to, "Regulation for the organization and operation of the Ship Generated Waste Reception facilities", "Regulation for the organization and operation of the Liquid Ship Generated Waste Reception Facilities and Cargo Residues", "Issue of Fees and Charges for the provision of Ship Generated Waste Reception Facilities", "Issue of fees and Charges for the provision of Liquid Ship generated Waste Reception Facilities", "Ship generated waste management plan", and without prejudice to the rights of PPA, the letter of guarantee or the advance payment of paragraphs 8 and 9 of this Article shall be forfeited.

11. Throughout the period that the ship remains on the repair platform, the owner shall ensure that the ship possesses at all times all equipment necessary for its safe anchoring and docking, including all fire protection equipment in a ready-for-use state, and that it is free and clear of any hazardous, flammable or explosive materials and adequately safeguarded. Lastly, in respect of tankers, a certificate of the Chemical Engineer in charge shall have to be additionally submitted, certifying the ship's gas-free status (Type B Gas Free Certificate).

12. Upon completion of the repair works or expiry of the authorised repair period, the ship/seaborne craft must be instantly removed from the repair post, or will be considered as occupying the post without authorisation.

13. A repair post may be reserved to a ship/seaborne craft which is temporarily removed from its repair post for a period not exceeding fourteen (14) days for careening, sand blasting or for the execution of works at third-party ship repair facilities, by means of a written notice submitted by the interested party before the ship's withdrawal from its post, stating that the repair works shall be resumed. In this situation, the ship/seaborne craft is not released of the charges applicable for the period it stays far from its repair post.

14. The non-entry of a ship / craft in a repair post which has been authorized and provided for leads to the loss of the right to use the post after 3 days, the loss of service and of the 3-day charge that the post was reserved. Especially the case of cancellation of a pre-booking implies the deduction of the advances only of para. 6 hereof for the period from the submission of the request for reservation and the written cancellation notice. In such a case, the warranty of paragraph 8 hereof shall be refunded without interest. The non-entry of a ship / craft in a repair post, which has been reserved pursuant to paragraph 2 (b) of Article 2, entails the loss of the right to use the post after 3 days, the loss of its service order and the retention of the 3-day billing charge in addition to the deduction of the advance for all previous days from the day of filing the application.

## **ARTICLE 6**

### **Restrictions - Limitations applicable at the PPA Repair Areas**

The abrasive blasting operations on external surfaces of ships are carried out at the marine area of Kinousoura at Salamina. The abrasive blasting operations on internal surfaces of ships are carried out at marine area of Kynosoura at Salamina and at Ship Repair Area of Perama.

A. The following conditions and requirements must be met during all the abrasive operations on external and internal surfaces of ships:

1. During the operations a suitable protective system of curtains or panels and a sufficient exhaust ventilation system with dust collector will be used, using special filters to avoid aerial, land and marine pollution.
2. The transportation and storage of blasting material in bulk on docks area is prohibited. The used abrasive blasting material has to be in appropriate packaged form (eg in big bags) and loaded into closed blasting tanks with careful handling, without any leakage adequately sealed.
3. Where possible, should be used blasting materials that can be reused more than once (eg copper slag and sand are reused at most twice while the metal nibble can be reused more times). This reduces the amount of blasting generated waste.
4. During the blasting operations the generated waste should be collected and after the completion of the works the site will be cleaned and the waste will be removed from the PPA's area. The waste will be managed appropriately according to its categorization on a case-by-case basis.
5. If the generated blasting by product is intended for reuse then a relevant certificate of fitness must be submitted to PPA SA for the suitability of the material for reuse. Material intended for reuse will be removed from the site after work in appropriate packaging to prevent leakage or other pollution



6. If the blasting by product is not intended for reuse, will be appropriate packaged (eg in big bags) and will be delivered as waste at the authorized ship -generated waste management contractor of PPA SA. The relevant evidence documents for reception and treatment will be submitted to PPA SA.

7. Handling of any leakages or pollution that may be caused by the use or transfer of the blasting material is irresponsibility of the workshop that implements the abrasive blasting operations and holds the relevant permit for blasting operations issued by the Hellenic Coast Guard of Piraeus.

8. Prior the inception of the works, the following documents has to be submitted to PPA SA by the abrasive blasting workshop:

- i. Technical sheets of the abrasive blasting material and any certifications of the used systems
- ii. The specific license (in force) for abrasive blasting operations issued by PPA SA at the authorized company (workshop) and after all the legal requirements for the implementation of the abrasive blasting works are met.

The details for granting the relevant license are determined by a decision of the competent of PPA's Administration Body, following the proposal of the Ship Repair Department of PPA SA.

- iii. The permission to perform abrasive blasting operations from the Hellenic Coast Guard of Piraeus according to the legislation

Statement document or other binding document that the company complies with all of the above environmental protection measures.

- B. The use of flame is expressly prohibited in all temporary repair posts of the central port. This restriction applies also to any works causing any form of disturbance to the broader area (e.g. noise-generating works etc.)
- C. Exterior drying through use of mechanical equipment is expressly prohibited in all PPA repair posts.

In case any works listed under sections above are carried out by derogation from the above restrictions, the authorisation granted to the ship owner/ operator /master, captain, shipping agent, ship manager etc. shall be instantly revoked; the ship shall be considered to have occupied the post without authorisation since the date it was assigned the post and the ship shall be denied departure clearance until all damage caused to any installations, equipment or merchandises inside the port area, whether owned by PPA or by any third parties having dealings with PPA, has been thoroughly rectified. These measures shall be lifted as soon a letter of guarantee issued by a reputable bank in Greece is deposited with the competent PPA department, covering the entire estimated rectification cost.

D. As soon as the repair works are completed, the ship must be promptly removed from its platform, leaving the platform clear of any waste, repair materials, equipment, debris etc. Failing this, the ship shall be charged with all waste collection and cleaning costs incurred by PPA.

E. If a request is submitted and authorisation is granted by the competent PPA department, third party-owned land-operated cranes or similar lifting devices may be used, including floating cranes, to serve the ships under repair/adjustment.

Such authorisation is granted exclusively in respect of any areas situated outside the range of use of any PPA-owned cranes.

The charges payable under Article 8(ii) shall accrue, in respect of mobile cranes and similar lifting equipment, as soon as they enter the PPA facilities, whereas in respect of floating cranes, as soon as the relevant works are performed.

Charges relating to use of floating cranes shall accrue only in respect of any days on which works are actually being performed; charges relating to use of other equipment shall accrue as soon as such equipment is placed inside the PPA facilities, regardless of whether it is actually used for execution of works or not.

## ARTICLE 7

### Provisions applicable to ships repaired at third party-owned facilities

1. PPA shall collect the charges set forth in Article 8 hereof from any ships/seaborne crafts which are being repaired at third party-owned facilities, in respect of the use of sea areas.
2. Ships disassembled at third party-owned facilities shall bear the applicable charges, based on their original length.
3. It is strictly prohibited for ships/seaborne crafts to remain at any third party-owned facilities within the PPA port area, save against payment of the charges set forth in Article 8 hereof.

This shall not apply to seaborne crafts (barges etc.) owned by third party ship building facilities, which have undergone adjustments for the purpose of serving ships/seaborne crafts which are being repaired at third party-owned ship building facilities (transportation, ship salvage/launching services etc., save for the transport of materials or underwater excavation products) and are subject to the charges of Article 8(3)(ii) of this Regulation.

## ARTICLE 8

### I. Regular Charges

#### 1. Harbour Dues

Charges accrue per ship/seaborne craft and arrival, based on the ship's gross tonnage (GRT or GT), as follows:

Category of ship/seaborne craft	Charge (in € / GRT or GT)
All categories of ships/seaborne crafts	0.060

#### 2. Berth Alongside

Ships/seaborne crafts side-berthing at the PPA repair area or at third-party shipyards are charged per metre (based on their total length) and per day of the original authorisation or any extension thereof, as follows:

Category of ship/craft	Charge in € / meter / day
Original Request up to 30 days For ships/crafts in any area of PPA except Kynosoura and Private yards	2,500
Original Request up to 30 days For ships/crafts in the Kynosoura area	2,000
Original Request up to 30 days For ships/crafts in Private yards	1,250
The next 30 days following the first 30 period is charged as the relevant rate with a:	10% surcharge
The next 30 days following the first 60 day period is charged at the previous 30 day period rate with a:	20% surcharge
For ships/crafts in any area of PPA	Contract

Special craft / floating yards, e.g. drilling platforms, drilling rigs, etc. in each area of the PPA will be charged on a contractual basis subject to availability and in view of the optimal exploitation of repair posts.

### 3. Stern berthing

Service offered	Charge (€ / metre / day)
Stern to Berthing	50% of the applicable side berthing charges
Ship-side berthing	The applicable side berthing charges apply, reduced by 50%

### 4. Unauthorised Berthing

Unauthorised berthing for any reason and at any location is charged at the rates applicable prior to expiry of the previously authorised berthing period, plus a 150% surcharge.

Unauthorised berthing charges apply in the following situations:

- a. Unauthorised entry at any post;
- b. Unauthorised occupation of any post;
- c. Unauthorised occupation of a post after lapse of the authorised repair period, without authorised extension;
- d. Late submission of a request for extension (charges apply for the intermediate period);
- e. Failure to submit the documentation set forth in Article 4;
- f. Failure to comply with the restrictions and limitations of Article 6.

## **5. Pre-Booking Charges**

The charges for reserving positions under paragraph 2 (b) of Article 2 fall under Article 8 period I, taking into account that the first day of charging is assumed the date of the approval of the pre-booking request after which the post is not assigned to another ship until the departure of the ship making the reservation.”

### **II. Other Charges**

1. Third party-owned land-operated cranes and similar lifting equipment are charged a daily integral fee of €19.50 (use of port facilities - execution of works).
2. Third party-owned floating cranes are charged a daily integral fee of €91.00 (use of port facilities - execution of works).
3. The seaborne crafts (barges etc.) provided for in Article 7(3) are charged a monthly integral fee, based on their total length, as follows:
  - Ships with a total length of up to 100 metres: €3,000.00 per month
  - Ships with a total length of over 100 metres: €30.00 per metre per month

### **ARTICLE 9**

#### **Charge calculation method / basis**

1. Once a repair post has been assigned and its availability period has been determined, the party concerned is liable to prepay the applicable charges for the entire availability period (original or supplementary).
2. For the purposes of these regulations, the term "day" means the time period from 00.01 until 24.00.

Any fractions of that time period are considered a full day.
3. Ships/seaborne crafts performing a side berthing or stern to berthing multiple times in one day are only charged for one day, at the highest applicable rate.
4. Berthing charges accrue per arrival at the PPA port area, based on gross tonnage, provided that no works have taken place prior to the repair works and no berthing charges have been paid.
5. In case of double tonnage, charges accrue based on the greater tonnage, according to the original measurement certificates or certified copies thereof.
6. For ships performing international routes, gross tonnage is calculated based on the GT figure, as measured under the International Convention 1969 (INTERNATIONAL TONNAGE CERTIFICATE) and appearing on the official Tonnage Measurement Certificates.

Ships with a gross tonnage of up to 1300 G - where tonnage has been measured in line with the applicable regulations and is certified by a Tonnage Measurement Certificate or other official document - are excluded.

7. Side berthing/stern to berthing charges are calculated based on the ship's overall length (LOA) in metres.

Ships occupying a dock area equal to or smaller than half their length when side-berthed are offered a 50% discount over the applicable side-berthing charges.

8. Oil tankers comprising segregated ballast tanks (alternative design vessels (SBT - SIDE HUSSE/DOUBLE BOTTOMS) and any ships equated with those under the MARPOL 73/78 standards, tonnage-based charges are calculated based on the reduced tonnage indicated on their international tonnage certificate (REMACS), which (tonnage) derives by deducting the segregated ballast tanks' tonnage. In any case, a minimum 17% discount applies over the charges applicable to tankers of equal tonnage not comprising segregated ballast tanks. In respect of these ships, a 17% discount applies over any other non-tonnage based charges, compared to the charges applicable to equivalent tankers not comprising segregated ballast tanks.

9. Tonnage and length information is reconciled against the official naval documents submitted by the ship's representative or against the Lloyd's Register of Shipping. In respect to ships/seaborne crafts registered in Greek Ship Registries, such information is reconciled against such registries.

## **ARTICLE 10**

### **Imputation and collection of charges**

1. All charges applicable to ships/seaborne crafts undergoing repair works in any repair posts, save for those repaired at third-party shipyards, are paid in advance. Clearing is effected within twenty (20) days from the date the repair works are completed.

2. In respect of any other charges, the relevant provisions of the PPA Financial Management Regulation shall apply, save as otherwise provided for herein (charges are payable within 10 days from delivery of the relevant invoice to the party charged).

## **ARTICLE 11**

### **Parties liable to pay the applicable charges**

1. The parties liable to pay any charges applicable hereunder in relation to ships/seaborne crafts are: the ship owner / master / operator, the ship operator appointed at the time the charge accrues or the party acting as the ship's legal representative, all being jointly and severally liable.

2. By exception, any charges levied on ships whose owners or operators reside abroad, are imputed on the ships' shipping agents or legal representatives.

3. A shipping agent is not jointly and severally liable with the other liable parties as per paragraph (1) above, if at the time the relevant invoice is delivered to them, they are probably not representing the ship concerned, provided that they have previously notified the competent PPA department and a new agent has been appointed.

4. The over bidder of a ship that was put up to auction is liable to pay the charges applicable hereunder in respect of the ship, as of the date the ship is awarded to them.

Where the auction is conducted in accordance with the provisions of the State Revenue Collection Code ("KEDE"), as amended and supplemented by Legislative Decree 356/74 "on State Revenue Collection", any side-berthing and stern to berthing charges accrued in relation

to the auctioned ship within fifty (50) days from the date the ship is awarded to the over bidder, are calculated based on the regular charges rather than based on the unauthorised berthing charges.

## **Article 12**

### **Shifting of Berth**

1. The PPA CEO, acting in consultation with the Piraeus Central Police Port Authority, may order any ship/seaborne craft occupying without authorisation or for no legitimate reason any repair post which is necessary to other ships or needs to remain vacant for reasons relating to the port's general operation or for reasons of public interest, to shift berth.

If the order is not complied with within the time period prescribed, namely if the ship concerned fails to move to the designated location, the order is enforced in any expedient manner, by care and cost of the ship owner.

2. If no repair agreement is in place, or if the authorised repair period has elapsed and not been extended, or if the competent PPA departments provably establish that the ship is not undergoing the repair works described in the agreement or any repair works at all, then the ship is given a week's notice to shift berth.

3. For the purposes of shifting berth, by requesting authorisation to enter the PPA area, the ship owner authorises and mandates the PPA Management unconditionally to represent them before any administration or judicial authorities and towards any third parties; apply for any certificates; request any court permission to shift berth; appoint all necessary crew; hire any towing vessels; start the ship's engines (primary or secondary) and to generally perform any actions necessary in order for the ship to shift berth.

4. All PPA-certified charges are levied on the ship and are payable by the ship's owners or operators, shipping agents and legal representatives from time to time - all being jointly and severally liable in this regard.

5. In situations where there is an extreme urgency for reasons of public order, or for reasons relating to the shipping industry etc., a ship may shift berth under a brief procedure before the CEO's decision is delivered to the party concerned, as part of the procedure described above.

#### **Note:**

Cf. the provisions of Article 8(1) of Law 1220/81 (Government Gazette No. 296/A/7-10-1981) and Article 11(1) of Legislative Decree 3398/1955.

## **Article 13**

### **Infringements - Sanctions**

1. Any damages caused to any platforms, machinery, mechanical equipment or other PPA installations during any manoeuvring performed for the ship's berthing or during the time

the ship remains berthed or undergoes any repairs at the PPA area, shall be imputed on the ship.

Any such damages are surveyed by the Committee which is set up on a yearly basis by the PPA CEO, comprised of a civil engineer, a PPA electrical/mechanical engineer and a ship's representative, which determines the damage restoration cost by means of a report.

The competent PPA department then issues and delivers to the ship a statement of costs, on the basis of such report. The ship is denied departure until all restoration costs, as defined in the Committee's report, have been thoroughly settled, unless a letter of guarantee issued by a reputable bank in Greece is deposited with the competent PPA department, covering the restoration costs in full.