

**PROCEDURE FOR CONCLUDING  
A SHIPPING LINE AGREEMENT  
AND AN AGREEMENT ON PORT DUES REBATES  
APPLICABLE TO A CRUISE SHIP**



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***APPROVED***  
*by the Freeport of Riga Board*  
*Resolution No. 20 of 26 February, 2021*  
*(Minutes No.5, p.5)*

**Regulations on the Procedure for Concluding a Shipping Line Agreement, an Agreement on  
Port Dues Rebates Applicable to a Cruise Ship and Verification of the Eligibility of Granted Port Dues  
Rebates**

**1. General Provisions**

1. Terms used in the Regulations:

- 1.1. shipping line agreement - an agreement according to which the vessels serving the shipping line are entitled to receive the port dues rebates of the appropriate category provided for in the Port Dues and Charges of the Port of Riga within the period specified in this agreement;
- 1.2. sailing schedule - a list of ship voyages within a calendar year or a 12 (twelve) months period, indicating the planned calls of liners (date or days of the week) to the Freeport of Riga (hereinafter – the port);
- 1.3. shipping line operator - a merchant (commercial company) which, when organizing regular container cargo, ro-ro cargo, passenger or passenger-cargo transportation, shall enter into a shipping line agreement with the Freeport of Riga Authority (hereinafter - the Authority), as well as undertake all obligations under the agreement;

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- 1.4. cruise ship agent - a commercial company which has been nominated (authorized) by the cruise ship operator to enter into an agreement with the Authority regarding the rebates applicable to the cruise ship and to undertake all the obligations under the agreement;
- 1.5. cruise ship sailing schedule - a list of ship voyages, indicating the planned date and time of the cruise ships' arrival at the port, date and time of their departure during the current cruise season within the calendar year;
2. The Regulations shall prescribe:
  - 2.1. the procedure for concluding a shipping line agreement, the provisions to be included into this agreement and the annexes thereto, as well as shall regulate the activities to be performed by the Authority if the shipping line operator has not fulfilled the obligations under the agreement;
  - 2.2. the procedure for concluding an agreement on rebates applicable to a cruise ship and the provisions to be included into this agreement, as well as shall regulate the activities to be performed by the Authority if the cruise ship agent has not fulfilled the obligations under the agreement.
3. The precondition for concluding the agreement specified in Paragraphs 2.1 and 2.2 of the present Regulations shall be the compliance of the shipping line operator and cruise ship agent with the requirements specified in Section 18, Paragraph one of the Law on Ports, as well as an application with relevant annexes submitted to the Authority by the shipping line operator or cruise ship agent in compliance with the procedure and within the term specified in the Regulations.
4. The Freeport of Riga Chief Executive Officer shall be authorized to review the applications received by the Authority regarding the conclusion of agreements included into the Regulations and to make a decision.

**2. Procedures for Concluding a Shipping Line Agreement and Specific Standard Provisions to be Included into This Agreement**

5. In order to enter into a shipping line agreement with the Authority, a shipping line operator shall submit an application to the Authority at least one month before the commencement of the planned operation of the shipping line, indicating:
  - 5.1. the name of the shipping line;

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- 5.2. the shipping line operator;
- 5.3. the shipping line agent in the port;
- 5.4. ports of the shipping line route;
- 5.5. the type of cargo to be transported;
- 5.6. ships serving the shipping line, indicating their IMO number and gross tonnage (GT);
- 5.7. the details of the shipping line operator to be included in the shipping line agreement: registration number, registration number of the value added tax (hereinafter - VAT) payer, e-mail address; legal address; the telephone number, name, surname, position of the contact person, name of the bank and the account number;
- 5.8. the official who shall sign the agreement on behalf of the shipping line operator. The following information shall be indicated regarding the official: position, name, surname of the official, and title of the document on the basis of which the official can sign the shipping line agreement.
6. The application referred to in Paragraph 5 of the Regulations shall include the name of the author of the document (a merchant (a commercial company)), the date of the document, signature and its transcript, and the following documents shall be attached thereto:
  - 6.1. the sailing schedule, which shall be drawn up in compliance with the requirements included in the Regulations and in accordance with the form attached to the Regulations;
  - 6.2. a statement from the Commercial Register regarding the officials of the shipping line operator (members of the Board representing the shipping line operator and being entitled to enter into agreements on its behalf).
7. The application of the shipping line operator regarding the conclusion of the shipping line agreement shall be drawn up in writing, addressing the Authority, and its original with the annexes specified in Paragraph 6 of the Regulations shall be sent to the legal address of the Authority: 12, Kalpaka bulvāris, Rīga, LV-1010. If the application is signed with a secure electronic signature, then it shall be sent to the Authority's e-mail address: [info@rop.lv](mailto:info@rop.lv).
8. The shipping line agreement shall be concluded for a calendar year or 12 (twelve) months. The term of the agreement may be extended if the shipping line operator has applied to the Authority for extension of the

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- agreement not later than one month before the end of the agreement term and has attached a sailing schedule for the next calendar year or 12 (twelve) months, as well as the document specified in Paragraph 6.2 of the Regulations.
9. If changes are made to the sailing schedule after the conclusion of the shipping line agreement, the shipping line operator shall be obliged to immediately inform the Authority thereof in writing in compliance with the procedures under the shipping line agreement.
10. The shipping line agreement shall specify:
- 10.1. the Parties, i.e. the Authority and the particular shipping line operator, indicating the personally identifiable information;
  - 10.2. the name of the shipping line, the applicable port dues rebate category specified in the Port Dues and Charges of the Port of Riga and the period for which it shall be applicable;
  - 10.3. the rights and obligations of the Parties;
  - 10.4. the terms within which the inspection regarding the compliance of the operation of the shipping line with the retention or review of the granted port dues rebates has to be performed;
  - 10.5. the terms within which the difference/overpayment of the port dues resulting from recalculation shall be paid/reimbursed;
  - 10.6. the rights and obligations of the Parties;
  - 10.7. liability of the Parties for non-performance of the agreement;
  - 10.8. the term of the agreement and the procedure for extension of the agreement;
  - 10.9. the conditions for terminating the agreement, including the unilateral right to withdraw from the agreement;
  - 10.10. dispute settlement procedures;
  - 10.11. other provisions and annexes to the agreement.

### **3. Procedures for Concluding an Agreement on Port Dues Rebates Applicable to a Cruise Ship and Specific Standard Provisions to be Included in This Agreement**

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11. In order to enter into an agreement on port dues rebates applicable to a cruise ship, the cruise ship agent shall submit an application to the Authority at least one month before the first cruise ship's call to the port specified in the cruise ship's sailing schedule, indicating:
  - 11.1. the cruise ship operator;
  - 11.2. the name, IMO number and gross tonnage (GT) of the cruise ship;
  - 11.3. the details of the ship's agent to be included in the agreement regarding the rebates applicable to the cruise ship: registration number, VAT payer's registration number, e-mail address; legal address; the telephone number, name, surname, position of the contact person, name of the bank and current account number;
  - 11.4. the official who shall sign the agreement on behalf of the ship's agent. The following information shall be indicated regarding the official: position, name, surname of the official and title of the document on the basis of which the official shall sign the agreement on rebates applicable to the cruise ship.
12. The application referred to in Paragraph 11 of the Regulations shall include the name of the author (commercial company) of the document, the date of the document, the signature and its transcript, and the following documents shall be attached thereto:
  - 12.1. the cruise ship sailing schedule, which indicates the planned date and time of cruise ships' arrival at the Freeport of Riga, date and time of the departure;
  - 12.2. an authorization (nomination) provided by a cruise ship operator to a cruise ship agent, according to which he or she shall be entitled to enter into an agreement on rebates applicable to a cruise ship on behalf of the said operator and to undertake all obligations under the agreement.
13. The application of the cruise ship agent regarding the conclusion of the agreement shall be drawn up in writing, addressing the Authority, and its original with the annexes specified in Paragraph 12 of the Regulations shall be sent to the legal address of the Authority: 12, Kalpaka bulvāris, Rīga, LV-1010. If the application is signed with a secure electronic signature, then it shall be sent to the Authority's e-mail address: [info@rop.lv](mailto:info@rop.lv).
14. The agreement regarding the rebates applicable to the cruise ship shall be concluded for the period of the cruise ships' arrival at the port specified in the cruise ship sailing schedule.

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15. The agreement on rebates applicable to a cruise ship shall specify:
- 15.1. the parties, i.e. the Authority and the specific ship's agent, providing personally identifiable information;
  - 15.2. the name of the cruise ship, the cruise ship's sailing schedule, the applicable port dues rebate category specified in the Port Dues and Charges of the Port of Riga and the period for which it shall be applicable;
  - 15.3. the rights and obligations of the Parties;
  - 15.4. the terms within which the inspection regarding the compliance of the operation of the cruise ship with the retention or review of the granted port dues rebates has to be performed;
  - 15.5. the terms within which the difference/overpayment of the port dues resulting from recalculation shall be paid/reimbursed;
  - 15.6. the rights and obligations of the Parties;
  - 15.7. liability of the Parties for non-performance of the agreement;
  - 15.8. the term of the agreement;
  - 15.9. the conditions for terminating the agreement, including the unilateral right to withdraw from the agreement;
  - 15.10. dispute settlement procedures;
  - 15.11. other provisions.

#### **4. Procedures for Verification of Compliance of Granted Port Dues Rebates**

16. After the expiry of the shipping line agreement until the 7th day of the following month the Authority shall check the compliance of the shipping line operation with the sailing schedule specified in the shipping line agreement (hereinafter - final inspection), comparing the number of port calls specified in the sailing schedule with the actual number of the calls performed) within a calendar year or 12 (twelve) months.
17. If in the framework of the final inspection it is established that the actual number of the liners does not comply with the rebate category limit and application of the specified rate, the Authority shall review the port dues rates and rebates applied to the liners and recalculate port dues regarding all liners calling the port within a year in compliance with the port dues category applicable to the line according to the actual number of calls performed.



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18. The Authority shall issue an invoice for the difference in port dues resulting from recalculation, the payment of which shall be made not later than within 10 (ten) working days from the date of the invoice issuance.
19. The Authority shall issue a credit invoice for the overpayment of port dues resulting from recalculation and shall refund the overpaid port dues not later than within 10 (ten) working days from the date of the credit invoice issuance.
20. The Authority shall verify the compliance of the cruise ship's calls with the sailing schedule specified in the agreement in the month following the last cruise ship's arrival at the port by comparing the number of port calls specified in the cruise ship's sailing schedule with the actual number of calls performed.
21. The Authority shall issue an invoice to the cruise ship agent regarding the uncollected port dues (difference between the due with a rebate and the due without a rebate) if the inspection reveals a discrepancy between the number of port calls specified in the sailing schedule and the actual number of cruise ship's calls performed.
22. The cruise ship agent shall pay the recalculated amount for the uncollected port dues not later than within 10 (ten) working days from the day of issuing the invoice.

**5. Final Provisions**

23. If the application specified in Paragraph 5 of the Regulations has been submitted by the authorized person of the shipping line operator or the ship agent servicing the shipping line, the Authority shall consider such application if the authorization of the shipping line operator, relating to the conclusion of the shipping line agreement: preparation, signing, submission of the application with annexes to the Authority, provision of additional information, signing of the shipping line agreement, payment of the difference resulting from the recalculation of port dues, and settlement of other obligations under the agreement, is attached thereto.
24. After reviewing the application specified in Paragraph 5 or Paragraph 11 of the Regulations or reviewing the application for extension of the specific agreement, the Chief Executive Officer shall issue an order indicating the applicable port dues rebate category and tasks to be performed by the relevant administrative units in connection with granting a port due rebate to a liner or a cruise ship.

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25. After the inspection specified in Paragraphs 16 and 20 of the Regulations, the Chief Executive Officer shall issue an order in cases when it has been established that the actual number of liner calls to the Port of Riga does not comply with the rebate category limit and application of the specified rate, and in cases when the fact specified in Paragraph 21 of the Regulations is established. The orders referred to in the present paragraph shall specify the relevant actual number of arrivals of liners and cruise ships and the applicable port dues rebate category, as well as the task to be performed by the Finance Department of the Authority.
26. As a result of its extension, the next term of a shipping line agreement, which is initially concluded for 12 (twelve) months, may be set for a term exceeding 12 months, covering the period until the end of the current calendar year and the next calendar year, if the shipping line operator has provided a shipping schedule for the relevant time period.
27. The present Regulations shall enter into force on February 26, 2021.

The Freeport of Riga Board Chairman

V.Zeps