

**THE ALL  
INCLUSIVE  
PORT**

**PORT REGULATIONS**  
**FOR**  
**PORT OF OXELÖSUND**



Oxelösunds Hamn AB

## PORT REGULATIONS

For the Port of Oxelösund

valid from 2011-01-01.

NOTE!: These general conditions are valid in the Swedish language only. In case of conflicts of conditions between the Swedish and the English text, the Swedish text shall prevail.

1 § The Port of Oxelösund (the Port) is managed by Oxelösunds Hamn AB (the Port Authority), which is owned by the Community of Oxelösund and SSAB Oxelösund AB. All activities are regulated by:

- These Port Regulations for the Port of Oxelösund (the Port Regulations),
- Tariffs for Oxelösunds Hamn AB (Tariffs),
- Vessel directives for Oxelösunds Hamn AB (Port Information)
- Individual agreements.

Port Regulations, Tariffs and Port Information are available in paper form on request from the harbour office, the Company's homepage ([www.oxhamn.se](http://www.oxhamn.se)) and from those port agents and forwarding agents working in the Oxelösund area.

2 § The Port's operational area (the Port Area) covers the land and water areas shown on the map at the end of this document. The Port Area includes restricted areas where the ISPS-Code (the International Ship and Port Facility Security Code) as enacted in Sweden applies.

3 § In these Port Regulations, Taxes, Port Information and individual agreements the term vessel includes all objects which can be used for transport on water and all other objects which can be moved on or in water.

### GENERAL REGULATIONS

4 § Within the Port Area, Swedish public order and traffic regulations apply as well as those issued by local authorities. Drivers of vehicles and pedestrians in the Port Area, shall follow the traffic regulations and directions and conduct themselves in a way as to avoid accidents.

People and companies who reside, respective run businesses in the Port Area are duty bound to abide by the rules and instructions issued by the Port or as informed by a representative of the Port.



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5 § Within Restricted Areas special regulations apply regarding Ship and Port facility Security.

6 § Unauthorized personnel are not allowed to enter the Port Area.

Reporting according to the obligations given in the Port Regulations, Tariffs and Port Information shall be made to the Port Authority.

7 § The Port Authority has the right to take reasonable temporary precautions to protect people, vessels and goods so the Port as a whole has a safe and efficient flow of vessels and goods.

8§ Permission is required from the Port Authority to temporarily or permanently run a business within the Port Area.

## **Dangerous Goods**

9 § Current laws on the handling and transportation of dangerous goods shall be followed by those who transport such goods to and from the Port Area, as well as those who store or in other ways handle dangerous goods in the Port Area.

Safety precautions must be taken regarding goods which are not classified as dangerous but which can cause harm or inconvenience. A report on the special properties of the goods must be made in advance to the Port Authority.

## **TARIFFS AND DIRECTIVES**

10 § The Port Authority imposes tariffs and issue directives for commercial activities in the Port.

11 § The port charges are published in Tariffs. Information on charges for services not included in Tariffs, can be supplied on request.

12§ Port charges for vessels and cargoes as well as any other charges shall be paid before the vessel's departure, unless otherwise agreed.

13 § The Port Authority reserves the right to debit vessels, cargo owners or others for costs incurred by precautions taken according to 7§ in the Port Regulations.



## **VESSELS AND NAVIGATION**

### Reporting obligations

14 § Before vessels arrive, the master, agent or owners must report the arrival to the Port Authority.

Information on the vessel's name, identification signal, registered owner and managing operator, if other than the owner, shall be given to the vessel's port agent or direct to the Port Authority.

Reporting shall occur as early as possible, but not later than 24 hours before the vessel's estimated time of arrival. The Port Authority can permit shorter reporting times or exemptions from reporting obligations.

Changes in times of arrival shall be reported to the Port Authority without delay.

Reporting of departure shall include information about the vessel's next port of call.

15 § The vessel's owner, operator or port agent shall give the port information required to calculate the charges for the vessel and cargo, as soon as the vessel arrives.

Preliminary information on inward and outward cargoes must be given at the latest when loading or unloading begins. Final information shall be given, at the latest, two working days after the vessel has sailed.

### **Approaching**

16 § Vessels must not enter the Port without permission from the Port Authority.

Aero planes must not land within the Port Area without permission from the Port Authority.

17 § The Port Authority acknowledges all reservations and allocates berths according to the existing and expected traffic situation on the vessel's arrival. Vessels which run according to a fixed timetable can, with the approval of the Port Authority, be given priority.

The Port Authority can decide on different turn order if the traffic/loading situation so demands. Vessels shall in all respects be ready for loading/unloading to maintain turn order.

18 § The master shall keep himself/herself informed of the water depth at the maneuvering area and place of berth.

19 § If there is a risk because of the condition of the vessel, known or feared risks with its crew or cargo or any other reason which would cause the vessel to sink, block vessel traffic or by any other means create a danger to the order

or safety within the port, the Port Authority must be informed of this and the vessel must not enter the port without special permission.

**Mooring and shifting**

20 § Vessels within the port area shall navigate, be moored and handled without causing any danger or obstacles for people, other vessels, cargoes and structures. Vessel traffic must be allowed to proceed without unnecessary delays and disturbances. Handling includes the handling of vessels as well as the handling of vessels' equipment.

21 § The master shall observe extra care when passing places where work is being undertaken in the water.

22 § Anchoring or use of anchors at mooring is absolutely forbidden in the Port Area. If anchoring or uses of anchors is made anyway, it must be reported to the Port Authority.

23 § When navigating, mooring and shifting, assistance from tugboats shall be used when required to maintain order and safety in the Port. The Port Authority may decide that assistance by tugboat/s in special circumstances shall be compulsory.

Tugboats are supplied by an independent tugboat company.

24 § The master, agent or owner shall at the request of the Port Authorities' representative, without delay, shift the vessel or take other action with the vessel which is called for with regard to order, safety and the commercial activities in the port

25 § Permission must be obtained from the Port Authority before any repair or maintenance work or similar work from the quayside or raft, underwater or such alike can be carried out. Diving and underwater work can only be carried out with permission from the Port Authority.

Before the vessel becomes temporarily unmaneuverable because of repairs or similar work, authority must be given by the Port Authority.

Running the propeller when the vessel is berthed may only be done with permission from the Port Authority.

26 § In order to be able to shift the vessel at any time required a vessel must never be left without sufficient crew onboard.

27 § The laying up of a vessel can only be done after permission from the Port Authority.

28 § The master, agent, owner or representative for any of these shall immediately inform the Port Authority if a vessel has sunk, run aground,

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become unmaneuverable, has reduced maneuverability or leaked oil or any other pollutant.

29 § Anyone who within the port area injure a person or damage vessels, structures, cargo or any other property must be reported to the Port Authority immediately.

Owners of sunken objects which can cause damage or obstruct vessels and constructions must make a report to the Port Authority. If someone other than the owner was in charge of the object when it sank, the obligation to report the incident lies with them. If the object is lost from a vessel the master of the vessel, agent, owner or representative must make the report.

30 § Open fires or smoking are not permitted in the areas where notices say it is forbidden.



### **TERMINAL CONDITIONS**

31 § The “Ports of Sweden General Conditions 1989 for terminal operations” (the Terminal Conditions) are applicable for those services which are stated in the Terminal Conditions §1. The Terminal Conditions which form part of the Port Regulations can be found on the Port website, the Swedish Ports website or requested from the Port Authority.

In particular, but without ignoring other clauses, refers to the Terminal Conditions’

- Liability (2 §)
- Notice of Claims and time-bar (§ 3)
- Insured goods (§ 4)
- The customer’s liability and duty to inform (§ 5)
- Circumstances preventing the performance of the Services (§ 6)
- General Lien (§ 8)

In case of discrepancies between the Port Regulations and the Terminal Conditions, these Port Regulations shall prevail.

### **Cargo handling**

32 § Cargo within the port area shall be handled so that people, cargo, vessels and structures/ equipment are not put at risk or endangered in any way.

33 § The Port Authority carries out all cargo handling within its area in accordance with the Tariffs and Rules and thereby supplies personnel and other equipment. Cargo may be handled without an existing contract with the Port Authority.

### **Storage and laying up of cargoes**

34 § Cargo, vehicles or other material shall be handled, stored or placed in an area designated by the Port Authority’s representative and in a way so that the Port’s open spaces, buildings, paving, rail tracks, cranes etc. are not damaged, that fire exits are not blocked and that a risk to people does not arise.

35 § The Port Authority’s granting of the use of an area for cargo within the port does not mean, unless otherwise specially agreed in writing, that the Port Authority takes charge of the cargo, only that the Port designates the place where the cargo can be temporarily laid up.

### **Other Services**

36 § Services not covered in these Port Regulations or in Tariffs/Directives, are included when necessary in individual agreements.



**THE PORT AUTHORITY'S LIABILITIES**

## Vessels

## 37 § Conditions of Liability

The Port Authority is liable for direct damage to vessels only if the damage or loss is the result of proved negligence by the Port Authority or its employees.

The Port Authority is not liable for consequential loss, indirect loss and losses caused by delay.

## 38 § Limitation of liability

Compensation for damage to and delay of vessels is limited to 500,000 SDR for each incident. Incident shall mean damage or loss occurring on one and the same occasion. If the damage or loss affects several vessels and exceeds the limited amount of 500,000 SDR the amount will be divided proportionally in relation to the cost of damage or loss each vessel is determined to have suffered. By SDR is meant Special Drawing Rights as used by the International Monetary Fund.

**Cargo and terminal services**

## 39 § Conditions of Liability and Extent of liability

The Terminal Conditions (Appendix 2) govern the Port Authority's liability for damages and delay in services as specified in Terminal Conditions 1§ but only to such extent that 37 and 38 §§ in these Port Regulations are not applicable.





**NOTICE OF CLAIMS, TIME BAR, ARBITRATION AND APPLICABLE LAW.****40 § Notice of Claims**

Notices of claims shall be made in writing without unreasonable delay and for visible losses or damages immediately when the damage occurs or could have been detected. If a written notice of claim is not made within a reasonable time the fault cannot be invoked as ground for claims against the Port Authority.

**41 § Time Bar**

The Port Authority's liabilities shall under all circumstances cease and any claims become time-barred unless a properly documented claim is presented in writing within one year from the day when damage occurred or could have been detected.

With respect to recourse actions against the Port Authority because of damage or loss for which the Port Authority's customer is claimed, under maritime law, to be liable, the same degree of limitation period as give the chapter 19, section 1, paragraph 4 of the Swedish Maritime Code shall apply.

**42 § Arbitration and applicable law**

Except as provided below, any disputes between the Port Authority and the customer shall, with the exclusion of ordinary courts of law, be decided by arbitration at the place where the Port Authority has its place of business and according to the Swedish Statute on arbitration then in force and with the application of Swedish law. Legal proceedings initiated for the purpose of collecting claims not in dispute shall not imply a waiver of the right to submit to arbitration, according to the present clause, such counter-claims which may be in dispute and such counter-claims may not be made or set-off except in arbitration proceedings.

Disputes concerning amounts not exceeding the amount referred to as "basbeloppet enligt lagen (1962:381) om allmän försäkring" applicable at the time of the notification of the claim multiplied by four (4) may not be referred to arbitration.



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Port area

