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Mottagare/Berörda Ledning och styrelse		Arbetsplats Gate; Planning

Port Regulations for the Port of Oxelösund

Valid as of 01 June 2021

N.B: the regulations are available in both Swedish and English. Should there be any discrepancies between the versions, the Swedish version shall apply.

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Port Regulations

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

- The port regulations document;
- The port tariff document;
- The port information document;
- Bilateral agreements.

The documents above can be found on the port's website www.oxhamn.se, as well as in hard copy (upon request) at the harbor office. Ship's agents and forwarders can also assist you.

2 § The port's operational area (port area) is shown in the enclosed map (see appendices 1a, 1b, and 1c). The port area includes restricted areas, in which the International Ship and Port Facility Security Code (ISPS) applies.

3 § The term "vessel" includes all objects that can be used for waterborne transport, as well as all objects compatible with water transport.

General regulations

4 § Within the port area Swedish traffic regulations, as well as local regulations issued by the authorities, apply. Applicable traffic regulations and directions to be adhered to. General vigilance is a key factor in accident avoidance.

People and companies who reside, or run their business within the port area, to adhere to the regulations and instructions issued by the port or any representative of the port. All external activities within the Port Area to comply with the Port's policies.

5 § Within Restricted Areas ISPS regulations apply, see picture 2. Photo shooting and filming is prohibited in the Port Area.

6 § Unauthorized personnel are not allowed to enter the port area.

Reporting in accordance with the obligations described in the governing documents to be made to the port authority.

7 § The Port Authority has the right to take reasonable measures for the protection of people, vessels, and goods, to enable safe and efficient flows of vessels and goods.

8§ The port authority's permission is required for any kind of business activity within the port area.

Dangerous Goods

9 § Applicable laws and conventions on the handling and transportation of dangerous goods to be adhered to.

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For goods not classified as dangerous, but which can cause harm or inconvenience, a report on the special properties of the goods is to be sent to the Port Authority in advance.

Tariffs and directives

10 § The Port Authority's tariffs and directives cover all 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 upon request.

12§ Port charges for vessels and cargoes, as well as any other charges, to be settled before the vessel's departure, unless a separate agreement allowing this has been made.

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

Vessels and navigation

Reporting

14 § Prior to arrival, a pre-notice is to be sent to the Port Authority by the master, agent, or owners. Information on the vessel's name, call sign, registered owner, and operator, if other than the owner, to be sent to the vessel's agent or directly to the Port Authority.

A valid ITF agreement is required.

The information above to be sent at earliest convenience, however no later than 24 hours prior to the vessel's estimated time of arrival. Exemptions and deviations to be approved by the Port Authority in advance. ETA changes to be reported to the Port Authority at the earliest convenience.

Departure report to include the vessel's PoD.

15 § The vessel's owner, operator or agent is to provide the information required to calculate the dues for the vessel and her cargo no later than upon berthing (ATA).

Preliminary information on inbound and outbound cargo to be submitted no later than upon commencement of the cargo operations. Final information to be submitted no later than two working days after departure.

16 § Ships to be fully IMO compliant. This includes the Ballast Water Management Convention. The use of "open loop scrubbers" is prohibited.

Approach

17 § No vessel to cross the port limits without permission from the Port Authority. Pleasure craft are allowed to navigate within the port limits, provided they don't interfere with the commercial traffic. Pleasure craft are, however, not allowed to go alongside at any quay within the port limits. Airplanes are not allowed to land within the port limits without permission from the Port Authority. The use of drones is prohibited, unless specifically approved by the Port Authority.

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18 § The Port Authority acknowledges booked port calls and allocates berths in accordance with the prevailing and expected traffic situation at the time of the vessel's ETA. The main principle is "first come, first served". Liner vessels with a fixed sailing schedule have priority over other types of traffic. Deviations from the "first come, first served" principle are at the Port Authority's discretion. A so called "Virtual Arrival" slot becomes a rigid slot if the vessel is at the pilot boarding area in accordance with the "Virtual Arrival" slot. Vessels to be ready for cargo operations in order to receive/maintain their slot. Berthed vessels that are not ready for cargo operations shortly upon arrival, may be ordered to head back to the anchorage.

19 § It is the ship's master's responsibility to obtain all necessary information regarding the water depth at the maneuvering area and berth.

20 § If the vessel faces a risk of sinking, blocking the quay or fairway, or creating any other kind of navigation obstruction, the Port Authority is to be informed advance. The approach may not be continued unless the Port Authority has granted permission to do so.

Mooring and shifting

21 § Vessels within the port area to navigate, moor, maneuver, and conduct all their operations in a way that does not cause any danger, delays, disturbance, or blockage for people, other vessels, cargo, or other objects. Radars to be in standby mode, or, completely shut off when the vessel is moored.

22 § Extra vigilance is required in areas where work is progress (underwater or surface operations).

23 § Anchoring, or the use of anchors during maneuvering is prohibited within the port limits. Should the safe maneuvering of the vessel require anchors to be used, a report is to be sent to the Port Authority without delay.

24 § Tugboat assistance to be used during navigation, maneuvering, and shifting, when required from an operational safety point-of-view. The Port Authority may decide on mandatory tugboat assistance, if deemed necessary.

The Swedish Maritime Administration's homepage contains information on minimum visibility and weather criteria, as well as tug requirement regulations.

www.sjofartsverket.se/sv/tjanster/lotsning/lotsomrade-oxelosund/riktvarden--restriktioner/oxelosunds-hamnar/bogserbatsrestriktioner/
www.sjofartsverket.se//sv/tjanster/lotsning/lotsomrade-oxelosund/riktvarden--restriktioner/oxelosunds-hamnar/oxelosunds-huvudhamn2/

Tugs are operated by an independent tug company.

25 § When requested by the Port Authority, the master, agent, or owner shall, without delay, shift the vessel or take any other action required for maintaining order, safety, and the commercial activities in the port.

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26 § Port Authority to approve any repairs, maintenance work, or similar from the quayside, raft, or underwater, before work may commence. A permit from the Port Authority is required for diving and underwater work.

Temporary hampering of a vessel due to repairs or maintenance is forbidden, unless specifically approved by the Port Authority.

Turning of the propeller while the vessel is alongside is forbidden, unless specifically approved by the Port Authority.

27 § Vessels to be sufficiently manned for shifting/maneuvering at all times.

28 § Vessels are not allowed to be laid up in the port, unless specifically approved by the Port Authority.

29 § The master is to ensure that no waste or pollution enters the sea. Should waste or pollution escape into the sea, the master is to initiate clean-up measures immediately and notify the Port Authority without delay.

The master, agent, or owner is to immediately inform the Port Authority if a vessel has sunk, run aground, become hampered, or caused a spill of any kind.

30 § Any injuries or damage to vessels, objects, cargo or any other property to be reported to the Port Authority without delay.

The owner or person in command of sunken vessels, or other object that could pose a danger or obstruction to other vessels, is to inform the Port Authority without delay. The master, agent, owner, or their representative is to report any items that have been jettisoned or washed overboard within the port limits.

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31 § Smoking and naked flames are prohibited in areas with corresponding signs.

Terminal conditions

32 § The “*Ports of Sweden General Conditions 1989 for terminal operations*” (the Terminal Conditions) are applicable for services listed in the Terminal Conditions §1. The Terminal Conditions included in the Port Regulations can be found in **Appendix 2**.

The main clauses of the Terminal Conditions applicable are listed below. Other clauses could be applicable too.

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

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

Cargo handling

33 § Cargo to be handled in a way that is safe for people, cargo, vessels and other objects.

34 § The Port Authority arranges all cargo handling within its area, in accordance with the Tariffs and Rules, and is responsible for the personnel and equipment required. Other parties, including ships’ crews, are not allowed to perform any cargo handling, unless separately agreed with the Port Authority.

Storage and laying up of cargo

35 § Cargo, vehicles, or other objects to be handled, stored or placed in an area designated by the Port Authority’s representative, in a way that causes no harm to the Port’s open spaces, buildings, paving, rail tracks, cranes etc., keeps emergency exits and escape ways unobstructed, and in a way that poses no danger to persons.

36 § The Port assumes no responsibility for goods that are stored in the Port Area unless a separate agreement states otherwise.

Other Services

37 § Services not covered in these Port Regulations or in Tariffs/Directives can be agreed upon in a separate agreement.

The Port Authority’s liabilities

38 § The Port Authority is liable for direct damage to vessels only if the damage or loss was caused by negligence by the Port Authority or its employees.

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

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39 § Scope of liability

Compensation for damage to and delay of vessels is limited to 500,000 SDR for each incident. "Incident" means damage or loss on one 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 has suffered. "SDR" are the Special Drawing Rights of the International Monetary Fund.

Cargo and terminal services

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

Claims, time bar, arbitration, and applicable law

41 § Claims to be made in writing as soon as practicable. For visible losses or damage immediately when the damage occurs or could have been detected. If a written claim is not made within a reasonable time the claim will become null and void.

42 § 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 counting 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 in chapter 19, section 1, paragraph 4 of the Swedish Maritime Code shall apply.

43 § 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 ruled by arbitration at the Stockholm Chamber of Commerce (SCC). Legal action initiated for the purposes of collecting claims not in dispute shall not imply a waiver regarding the right to submit to arbitration according to the present clause. Counterclaims in dispute and other claims may not be set off, except in arbitration proceedings.

Disputes related to amounts not exceeding four times the amount referred to as "basbelopp" in Swedish law (1999:116), "Lagen om allmän försäkring", applicable at the time of the notification of the claim may not be referred to arbitration.

Appendices

1a Limits for harbour water area

1b Inner harbour and Deep harbour - land area

1c Stegeludden

2 Ports of Sweden General Conditions 1989 for terminal operations 6

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APPENDIX 2 PORTS OF SWEDEN

General Conditions 1989 for terminal operations

These conditions are recommended by the Ports of Sweden. Nothing shall prevent the Enterprise and the Customer from reaching agreement on other conditions.

General conditions 1989 established after consultations with ICA, the Swedish Cooperative Union of Wholesale Society, the National Swedish Organisation of Small Business, the Association of Swedish Chambers of Commerce and Industry, Federation of Swedish Commerce and Trade, Federation of Swedish Industries, the Swedish Retail Federation, Swedish Shipowners' Association, the Swedish Freight Forwarders' Association.

These general conditions apply, unless otherwise expressly agreed, to all stevedoring service or other services within a sea port performed by a member of the Ports of Sweden, hereinafter called the Enterprise.

§ 1 Definitions

Services for stevedoring and other services within a sea port (hereinafter called "the Services") include:

- a) loading, unloading and other services with respect to vessels, vehicles of transportation and other cargo handling equipment
- b) storage of goods taken in charge
- c) packing, repacking, marking, arranging, weighing, guarding and checking the goods as well as redistribution and transport of the goods within the port area.

Goods taken in charge shall mean goods (inclusive of vehicles of transport and other handling equipment) which have been taken into or stored in cargo sheds or within premises surrounded by fences during the time when the goods are so stored.

Customer shall mean anyone who has contracted with the Enterprise to perform the Services as well as anyone on whose behalf such a contract has been made.

§ 2 Liability

a) Basis of liability

The Enterprise shall be liable for damage to or loss of goods taken in charge, unless it is proved that reasonable measures have been taken in order to prevent such damage or loss. In all other cases, the Enterprise will be liable only if the damage or the loss can be proved to have been caused by a negligent act or omission on the part of the Enterprise or its employees.

b) Assessment of damage and loss

If the Enterprise is liable to pay compensation for damage to or loss of the goods, the value of the goods shall be calculated according to the market value or the current value of such goods of the same kind and condition at the time when the damage or loss occurred.

Subject to §2 c) below, if the goods have been lost or become a total loss, such loss or damage shall be compensated with the whole amount. In case of partial loss or damage, the amount shall be reduced in proportion to the difference between the value of the goods in undamaged condition as calculated according to the first paragraph of this § 2 b) and its value as partially damaged or lost.

c) Amount of compensation

Compensation for damage to or loss of the goods is limited to 2 Special Drawing Rights as defined by the International Monetary Fund (SDR) per kilo of the part of the goods lost, or partially lost or damaged. In any event, the liability of the Enterprise is, unless otherwise expressly agreed, limited so that no compensation shall be paid for loss or damage exceeding 50.000 SDR or, in case of damage to vessels, 500.000 SDR for each incident. Incident shall mean damage or loss occurring on one and the same occasion. If such damage or loss has been incurred by several customers and the compensation amounts exceed 50.000 SDR or 500.000 SDR respectively, such amount shall be distributed in proportion to the amounts to which each customer's damage or loss has been assessed according to § 2 b) above.

No compensation shall be paid for delay, consequential loss or indirect damage except as otherwise provided below in the present paragraph. Such loss or damage shall be limited to an amount not exceeding the compensation to the Enterprise relating to the goods delayed, lost or damaged. This provision notwithstanding, with respect to goods taken in charge the customer shall be entitled to claim compensation as if the goods had been lost if they are not delivered within 30 days after request for their delivery has been made. 7



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Compensation for recourse claims caused by the customer's payment of such compensation on account of his liability for delay according to mandatory rules of maritime law shall be payable to the extent that it is proven that the Enterprise has caused such delay.

Exemption from or limitation of liability according to these conditions shall be applied to every claim against the Enterprise for compensation according to the contract for Services irrespective of whether such claim is based on contract or on tort.

d) Liability of employees and servants

In case of claim is made on anyone of the employees or servants of the Enterprise, such employee or servant shall have the right to the same exemptions from or limitation of liability which the Enterprise may invoke according to these conditions. The aggregate amount payable by the Enterprise, its employees or other servants shall not exceed the limits stipulated in these conditions.

e) Loss of the right to limit liability

The right of limitation of liability according to these conditions shall not apply if it is proved that the loss or damage has been caused by an act or omission by the management of the Enterprise committed with the intent to cause such loss or damage or recklessly and with knowledge that such loss or damage would probably occur. The same shall apply to employees or other servants of the Enterprise.

§ 3 Notice of claims and time-bar

a) Notice of claims

Notice of claims against the Enterprise shall be made without unreasonable delay. In case of apparent damage or loss claims ought to be notified immediately when the goods are received and, in other cases, within seven days after the receipt of the goods.

b) Time-bar

Any right of action against the Enterprise shall be lost unless legal proceedings are initiated within one year. The one year period shall in case of partial loss of or damage to the goods run from the day when the goods were delivered. In case of total loss of a consignment or other loss, the time shall run from the time when 30 days have elapsed from the day when the Enterprise took the goods in charge; however the right of action will nevertheless be preserved until 30 days have elapsed from the day when the customer discovered or ought to have discovered the loss or damage. With respect to recourse actions against the Enterprise on account of damage or loss incurred by the customer on account of his liability under maritime law, the same extension of the time-bar as applies according to Chapter 19, Section 1, fourth paragraph, of the Swedish Maritime Code shall apply.

§ 4 Insured goods

The Enterprise will insure the goods only after instructions in writing by the customer to do so.

§ 5 The customer's liability and duty to inform

The customer shall give to the Enterprise all such information which is necessary or relevant to the performance of the Services. The customer shall see to it that the goods are correctly listed and described and that the stipulations which apply to the handling and carriage (e.g., according to IMDG, ADR, RID and RAR) have been properly complied with. The customer is liable to hold the Enterprise harmless and indemnified for all costs and expenses which may arise because

- a) the information concerning the goods is incorrect, unclear or insufficient
- b) the goods are inadequately packed, marked, declared etc
- c) the stipulations incumbent upon him with respect to the handling or carriage of the goods have not been complied with
- d) the goods have been inadequately loaded or stowed by the customer, e.g., on road vehicles, railway wagons, flats or other transportation units (containers) or similar equipment
- e) the goods have such characteristics, able to cause loss or damage, which the Enterprise could not reasonably foresee.

§ 6 Circumstances preventing the performance of the Services

If on account of unforeseen circumstances the Services have to be performed differently from what was originally intended, the Enterprise shall, so far as possible, inform the customer and ask for instructions. If it is impossible to get such instructions in time, the Enterprise may perform the Services in a suitable manner and at the customer's

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risk and expense. If, on account of hindrances as aforesaid, the goods cannot be delivered in time, the Enterprise shall have the right to postpone delivery as long as the hindrance subsists.

§ 7 Particular charges

The customer shall pay to the Enterprise compensation for such expenses which the Enterprise has had for customs duties, taxes and other similar charges, as well as for particular and unforeseen charges and costs relating to the Services which the Enterprise could not with reasonable measure have prevented. If the Enterprise should incur such particular and unforeseen charges, costs or undertakings, the customer shall pay for these in addition to the amount due according to the tariff in force.

§ 8 General Lien

The Enterprise has a general lien in goods under its control for all costs relating to such goods as well as for other claims against the customer relating to Services performed by the Enterprise for the account of the customer. If the goods are lost or damaged, the Enterprise has a corresponding general lien in any amounts due to the customer from insurance companies, carriers or other parties.

If claims are not paid when they fall due, the Enterprise may in a satisfactory manner sell as much of the goods that, in addition to the costs incurred by such sale, all amounts due to be paid by the customer are covered.

The Enterprise shall, so far as possible, inform the customer in advance of any measures intended for such sale of the goods.

§ 9 Arbitration and applicable law

Except as provided below, any disputes between the Enterprise and the customer shall, with the exclusion of ordinary courts of law, be decided by arbitration at the place where the Enterprise 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.

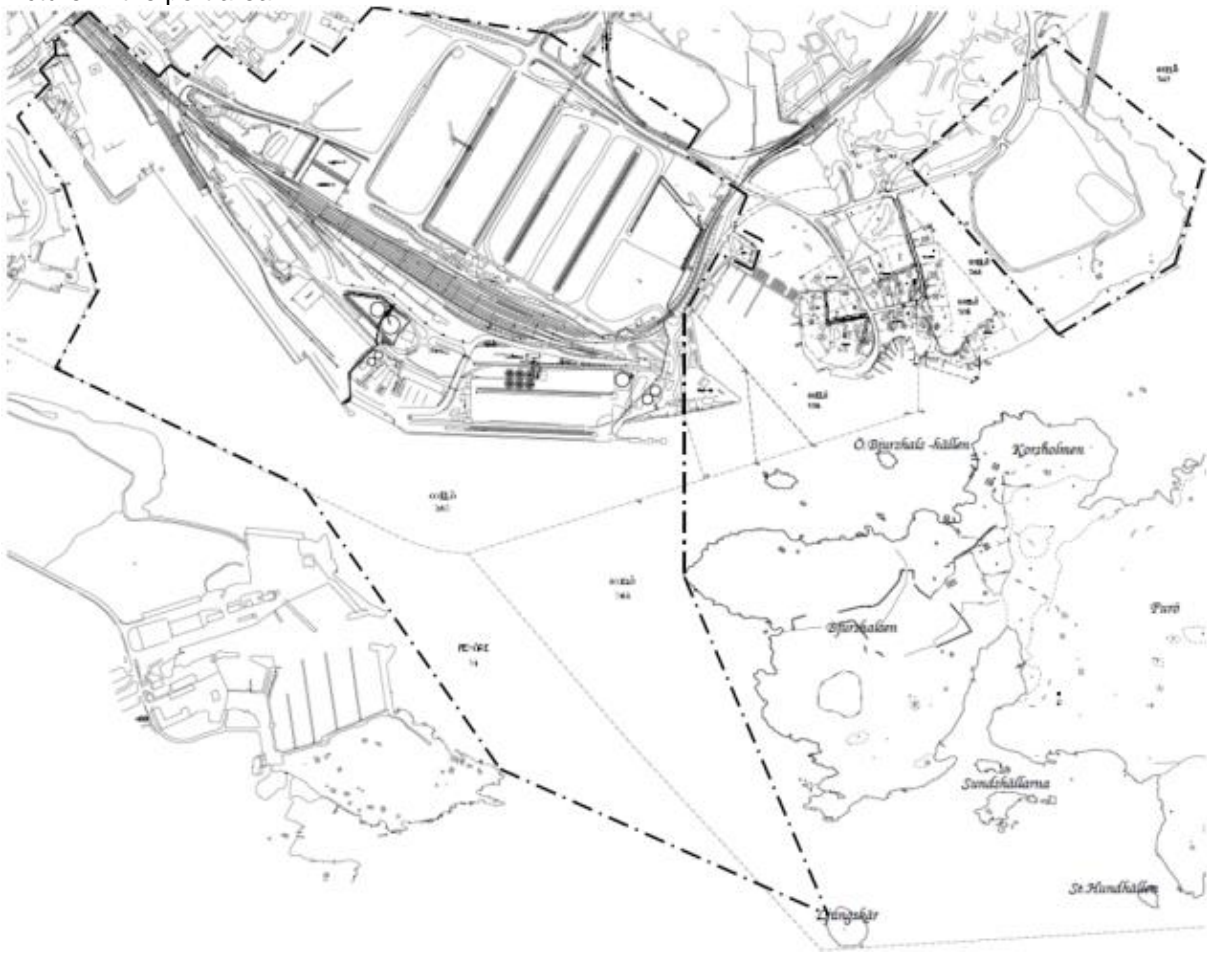
Disputes concerning amounts not exceeding the amount referred to as "basbeloppet enligt lagen (1962:381) om allmän försäkring" applicable at the time of the notification of the claim multiplied by four (4) may not be referred to arbitration.

Note: These general conditions are valid in the Swedish language only. In case of inconsistency between the Swedish and the English text, the Swedish text shall apply.



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Picture 1: the port area



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Picture 2: the ISPS area ("grindar"=access points)

