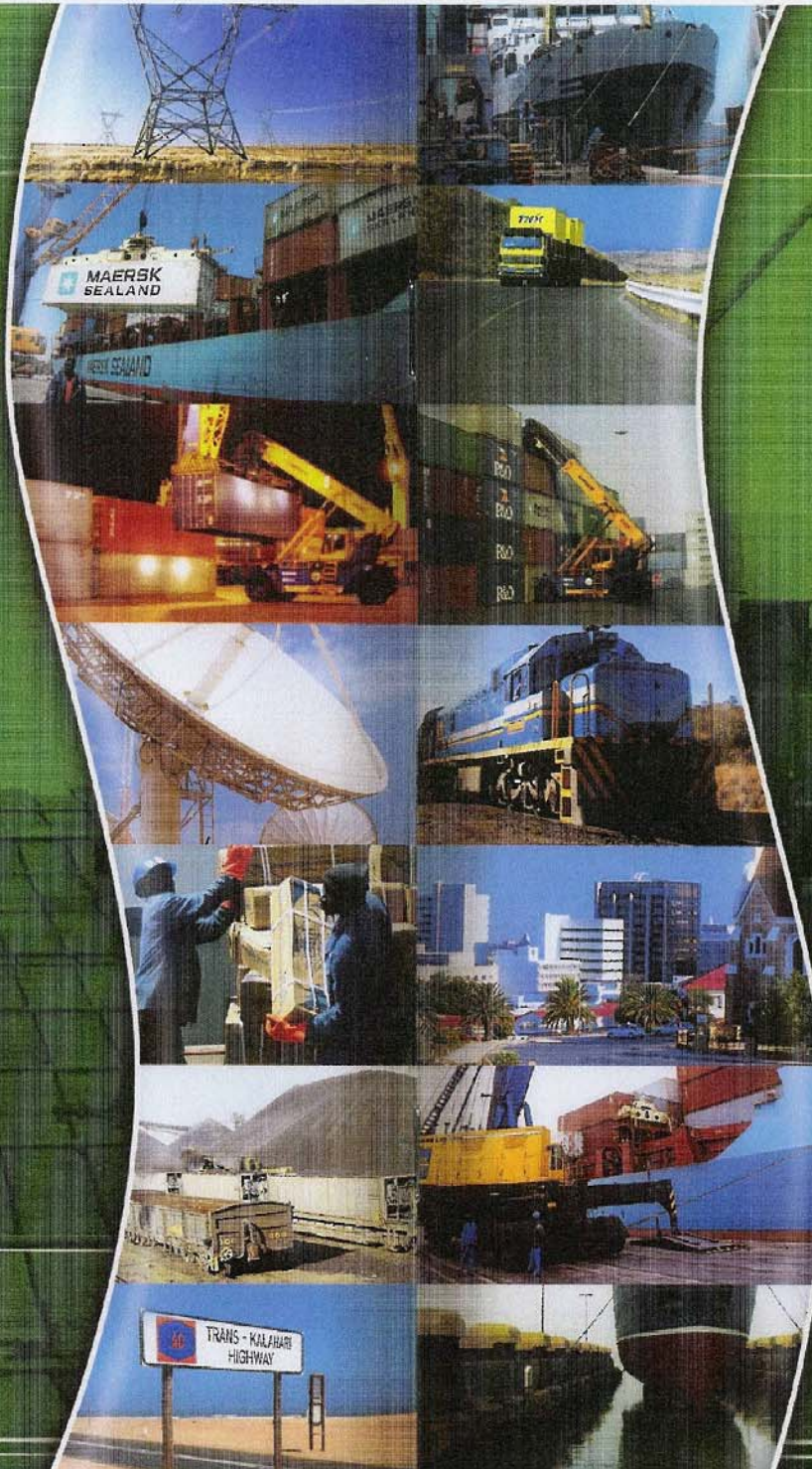


# Namibian Ports Authority Syncrolift Tariffs 2006



## Namibian Ports Authority

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## Our Mission

Namport is committed to providing world-class port services to all local, regional and international seaborne trade through excellent customer service, sustainable growth and social responsibility.

## Our Vision

To be the first-choice world-class port service provider in Africa.

## Our Values

- Reliability
- Honesty and Integrity
- Quality and Professionalism
- Accountability
- Flexibility
- Transparency and Trust

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## Syncrolift Services

### 1 Interpretation of Terms

- 1.1 "Ordinary Working Hours"** shall mean - Mondays to Fridays  
other than Namibian public holidays: 07h00 to 13h00  
14h00 to 16h30
- 1.2 Currency** All the tariffs as stipulated in the Tariff Book are denoted in Namibia Dollars.
- 1.3 Value Added Tax** The services as specified in this tariff book will be subject to Value Added Tax (VAT) of 15% as per the VAT Act 2000 and are quoted exclusive of VAT.

### 2 Booking Fees

Deposit required for the use of the Syncrolift when a firm booking has been made, i.e. when the application form has been completed by the vessel's owner or representative and presented to Namport	2,200.00
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**Note:** Should the booking of the Syncrolift not be taken up or cancelled within seven consecutive days prior to the booked date, the deposit will be forfeited.

### 3 Preparation Fee

The following charges will be payable for the preparation of the Syncrolift:

Vessel up to 30 meters	735.00
Vessel above 30 meters, per meter	26.00

**Note:**

- a.) Should the booking of the Syncrolift be cancelled after the preparatory work has begun, the above mentioned charges are payable.
- b.) The preparation charges are payable per vessel irrespective of whether more than one vessel is being placed on the Syncrolift simultaneously.
- c.) If the preparation commences or terminates outside ordinary working hours, charges as per clause 4.2 will be payable.

## Syncrolift Services

### 4 Docking and Undocking of a Vessel

- 4.1** The following charges are payable for the docking and undocking of a vessel:

Docking of vessels under 30 meters	2,665.00
Docking of vessels above 30 meters, per metre	90.00
Undocking of vessels under 30 meters	2,665.00
Undocking of vessels above 30 meters, per metre	90.00

**Note:**

- a.) In the event of a service being cancelled or delayed because the vessel is not ready for docking / undocking due to unsuitable trim, lack of crew or any other reason the charges as per clause 4.1 will be payable.
- b.) In case of leakages or the vessel not being ready for undocking at the agreed time a redocking charge of 50% will be applied.

- 4.2** Should the docking or undocking service either commence or terminate outside ordinary working hours, the following additional charges are payable:

Additional charge for outside ordinary working hours, per hour or part thereof	723.00
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**Note:** In the event of a request for services outside ordinary working hours being cancelled after Namport staff has been brought on duty, the above mentioned charges are payable for the full period the staff were on duty, but in any case for a minimum of two hours.

- 4.3 Shifting of Vessels**

Should an owner or agent of a vessel request the shifting of a vessel to another bay a charge of N\$11.90 per metre will be levied, subject to a minimum of N\$365.00.

## Syncrolift Services

### 5 Syncrolift Dues

5.1 The following dues are payable when use is made of the Syncrolift:

5.1.1. On Syncrolift Bays:

Per day or part thereof, per linear metre of working space utilised (including length of vessel)	60.00
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**Note:**

- a.) Booked period restricted to 12 days.
- b.) Any vessel at a Syncrolift Bay for more than 12 days will be liable to a surcharge of 100% of the daily bay charge from the 13th day.
- c.) A surcharge of 25% in the dues for the Syncrolift is payable by a vessel with a bar keel. (Bar keel is defined as a steel keel not wider than 10 centimetres). This surcharge will be restricted to 12 days only.

5.1.2. At any repair jetty:

Per day or part thereof, per linear metre of working space utilised (including length of vessel)	30.00
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5.2 Any ship causing damage of any nature to any facility or equipment on the Syncrolift shall be charged with the cost of making good that damage.

### 6 Water Supply

6.1 Fresh Water

Charges as follows:

Basic charge per service	121.00
Charge payable per kilolitre or part thereof	16.90

**Note:** The charge for water and electricity will be adjusted according to the municipal tariff increases from time to time without prior notice.

## Syncrolift Services

6.2 Recycled Water

The following charges will be payable for vessels requiring recycled water for cleaning purposes, per service:

Vessel up to 30 metres	204.00
Vessel from 31 metres up to 50 metres	404.00
Vessel above 50 metres	605.00
Minimum charge per service	121.00

**Note:** The charge for water and electricity will be adjusted according to the municipal tariff increases from time to time without prior notice.

### 7 Supply of Electricity

The following charges are payable for the supply of electrical power:

Charge per unit	0.98
Hire charge per shore supply distribution box for each period of 24 hours or part thereof	86.00

**Note:** The charge for water and electricity will be adjusted according to the municipal tariff increases from time to time without prior notice.

### 8 Site Rent

The following charges are payable for the short term rental of a designated site measured in square metres at the Syncrolift on request.

Per week, per square metre	2.30
Minimum charge	66.00
Per month, per square metre	12.30
Minimum charge	221.00
Deterrent charge, per month, per square metre	43.50
Minimum charge	385.00

## Syncrolift Services

### 9 Sanitation

A vessel using the parking bays or repair jetty and ship repair contractors shall pay N\$213.00 for ablution facilities per week or part thereof.

### 10 Miscellaneous Licences

As per chapter 2, clause 3 of the Port Regulations Book. Per calendar year ending 31 December or part thereof:

Contractors	12,500.00
Service providers (Security, Surveyors, Agents, Ships Chandlers)	3,120.00

**Note:** a.) Separate licenses are required for the Port of Walvis Bay, Port of Lüderitz and the Syncrolift.  
b.) Licenses issued with effect from 1 July will only be charged at 50% of the full amount.

### 11 Diving Services

The following charges per hour or part thereof are payable for diving services:

During ordinary working hours	1,272.00
Outside ordinary working hours	1,634.00

### 12 Combating of Pollution Charges

Pollution is the presence of substances in concentrations sufficient to interfere with well-being of living organisms or with full use and enjoyment of properties. A pollutant is any substance that can cause pollution.

	Type of pollution	Minor	Medium	Major
12.1	Soil pollution	Spillage of less than 10 kg or 10 litres of a pollutant	Spillage of more than 10 kg or 10 litres but less than 100 kg or 100 litres of a pollutant	Spillage of more than 100 kg or 100 litres of a pollutant
		CLEANUP COST to a minimum charge of N\$1,000	CLEANUP COST to a minimum charge of N\$5,000	CLEANUP COST to a minimum charge of N\$10,000

## Syncrolift Services

	Type of pollution	Minor	Medium	Major
12.2	Water pollution	Spillage of less than 10 kg or 10 litres of a pollutant	Spillage of more than 10 kg or 10 litres but less than 100 kg or 100 litres of a pollutant	Spillage of more than 100 kg or 100 litres of a pollutant
		CLEANUP COST subject to a minimum charge of N\$10,000	CLEANUP COST subject to a minimum charge of N\$50,000	CLEANUP COST subject to a minimum charge of N\$100,000
12.3	Air pollution	Exceeded the limits of 1/50 <sup>th</sup> of the threshold limit values (TLV's) for ordinary pollutants and 1/100 <sup>th</sup> of the TLV for carcinogens as published by the Labour Act 6 of 1992 or international guidelines	Exceeded the limits of 1/25 <sup>th</sup> of the threshold limit values (TLV's) for ordinary pollutants and 1/50 <sup>th</sup> of the TLV for carcinogens as published by the Labour Act 6 of 1992 or international guidelines	Exceeded the limits of 1/12 <sup>th</sup> of the threshold limit values (TLV's) for ordinary pollutants and 1/24 <sup>th</sup> of the TLV for carcinogens as published by the Labour Act 6 of 1992 or international guidelines
		CLEANUP COST A minimum charge of N\$1,000	CLEANUP COST A minimum charge of N\$5,000	CLEANUP COST A minimum charge of N\$10,000

**Note:** a.) All charges to be recovered from the party responsible for the pollution.  
b.) Charges for any craft used in the combating operation shall be raised separately.  
c.) Recurrence of the same incident caused by a specific company or individual more than three times may result in the withdrawal of its port entry permits and or operators licence.

### 13 Removal of Refuse

Basic charge per vessel per call per 5 days or part thereof	250.00
The charges for refuse removal from ships are as follows per load:	
Vessels 0 - 25 meters	150.00
Vessels 26 - 50 meters	210.00
Vessels more than 50 meters	280.00

If refuse is left on the Syncrolift Bay or repair jetty without arrangement with Namport, a penalty of 100% will apply.

## Syncrolift Services

### Conditions of Service

1. Before a ship is admitted to the Syncrolift the name and full particulars of the ship shall be entered in a book to be kept for that purpose at the Syncrolift office, and the owner, master or agent of the ship shall sign an agreement binding himself to these conditions, and undertaking to pay the applicable charge specified in the Syncrolift Tariff Book.
2. **When the ship may lose her turn.**  
Should a ship not be docked on the day duly appointed for that purpose owing to the default of the master, such ship shall, if the relevant bay be required for other ships, lose her turn in the order shown in the entry book, and the master, owner or agent of such ship shall forfeit the booking fee, if any, and pay to the Namibian Ports Authority the preparation charges which may have been incurred for the reception of such ship.
3. **When preference may be given.**  
Notwithstanding any previous arrangements to the contrary, the Syncrolift Manager may give priority to any ship in a damaged or leaky condition or to a ship that requires a dry-dock for a period not exceeding seventy two hours.
4. **No ship to have absolute right to use Syncrolift.**  
No ship shall have an absolute right to the use of the Syncrolift either in turn or at any other time. The decision of the Syncrolift Manager in consultation with the Port Authority in all cases of dispute as to turn shall be final.
5. **Ships to be lifted and docked under supervision of a dockmaster.**  
Every ship shall be lifted and docked under the direction and supervision of the dockmaster and in the presence of the master or other responsible officer whose duty it shall be to be present at the time appointed for lifting and docking, and to remain there until such lifting and docking is completed.
6. **When the ship is considered to be properly placed on the cradle.**  
When the dockmaster has declared a ship to have been properly and safely placed upon the cradle, the master or other responsible officer shall forthwith satisfy himself that his ship has been so properly and safely placed, whereupon the ship shall be deemed to have been properly and safely lifted. The owner, master or duly appointed agent of the vessel docked shall sign the prescribed form stating his/her acceptance of the safe docking.

## Syncrolift Services

7. **Limit of period of occupation of a Syncrolift Bay.**  
The Port Authority will limit the occupation on bays to a maximum period of 12 days.
8. **Ships failing to leave the Syncrolift.**  
A ship which fails to leave a Syncrolift Bay on the expiration of the period agreed upon may, if the bay be required by another ship, be removed at the expense of the owner of such ship after twenty four hours written notice has been given. If the ship should not then be capable of being floated, the Port Authority may cause such ship to be made capable of being floated at the expense of its owner.
9. **Master to give notice of readiness for ship to leave the Syncrolift.**  
The master of a ship on the Syncrolift shall give twenty-four hours notice in writing to the Syncrolift Manager of his ship's readiness to leave the Syncrolift.
10. **Supports not to be removed without proper authority.**  
No person shall remove or alter the position of any of the supports upon which a ship rests whilst on the Syncrolift, except by order of the dockmaster.
11. **Displacement of weights in or upon a ship in a bay.**  
No person shall displace or remove any weight in or upon or connected with a ship in a bay on the Syncrolift without permission in writing from the dockmaster, and then only after proper arrangements have been made by the master to prevent damage of any kind occurring by reason of such displacement or removal. Full disclosure of material changes in weight distribution must be provided in writing by the Master or his duly appointed agent. All costs and charges connected with any such displacement or removal shall be borne by the owner of the ship.
12. **Ships to pay for labour for the shifting of shores, blocks or for other purposes.**  
The owner of every ship in a bay on the Syncrolift, shall pay for all labour supplied by the Namibian Ports Authority for the shifting of shores, blocks or for other purposes connected with the ship after she has been blocked or shored.
13. **Discharge of effluent water or refuse by a ship in a bay.**  
No effluent water, oil or refuse may be discharged from a ship while she is in a bay except by the permission in writing of the dockmaster and then only on such conditions as he may impose in the interest of safe, orderly and efficient harbour working.

## Syncrolift Services

14. **Cleaning of bays before refloating of ships.**  
The master of a ship shall, prior to the refloating of the ship, cause the bay occupied by the ship to be cleared and cleaned.
15. **Articles supplied by Namibian Ports Authority.**  
The Namibian Ports Authority will supply the following articles free of charge to every ship lifted and docked:
- Set of blocks for the length of ship given at the time of booking.
  - Bilge shores with sufficient wedges.
  - First set of capping pieces.
- Any expenses incurred by the Namibian Ports Authority in altering or adding to the keel blocks customarily supplied free of charge, shall be borne by the master or owner of the ship.
16. **Trimming of vessels.**  
Vessels should be trimmed to the dockmaster's requirements prior to lifting. If a vessel is moved to the Syncrolift in an unsafe trim condition, the cost of moving to and from the Syncrolift and any further expense(s) shall be borne by the master or owner of the ship.
17. **For the purpose of this regulation.**  
"dockmaster" shall mean the officer appointed by the Namibian Ports Authority to take charge of and control the working of the Syncrolift, or the officer acting as such for the time being.
18. The prescribed indemnity, which is available on request shall be signed by the owner or his duly appointed agent before the docking procedure commences.
19. Namport as part of its ISO 14001 programme requires all companies and individuals who operate at the Syncrolift to adhere to all the requirements as set by Namport's Environmental and Safety policy.
20. Reference should be made to Port Regulations, clause 103 and 104.

## Indemnity

To: **The Namibian Ports Authority as per the Namibian Ports Authority Act 1994 (Act No 2 of 1994), herein referred to as Namport**

I .....

the undersigned, in the capacity as the owner/owner's representative/

charterer of the MV ..... agree that:

1. Neither Namport, its agents, employees or any other person whomsoever shall be responsible, whether by virtue of any statute whatsoever which may be applicable in Namibia or any other country or under the common law of Namibia or any other country for:
  - a.) the loss of life, personal injury, damage to the vessel or any other vessel, damage to clothing, equipment or personal effects whether belonging to the owner/operator/charterer or any other third party which may occur whilst the said vessel, person or equipment are on the Syncrolift, or in the process of being placed on and/or removed from the Syncrolift, whether such damage is caused by gross negligence or otherwise;
  - b.) any claim for consequential damage/loss arising from the aforesaid events howsoever arising.

## Indemnity

2. I recognise and agree that:
- a.) I shall be permitted to use the Syncrolift entirely at my own risk or the risk of the owner/owner's representative/charterer.
  - b.) There is no condition, representation, undertaking or warranty by Namport, expressed or implied, that the Syncrolift is or will be made safe for the purposes of such use and further there is no guarantee of personal safety, safety of any crew or safety of the vessel.
  - c.) No employee, manager or other person in the employ of Namport or their agents is authorised to enter into or give any condition, representation, undertaking, warranty or guarantee on behalf of Namport. If any such condition, representation, undertaking, warranty or guarantee is purported to be given shall not be binding upon Namport, its employees, managers or any other person in the employ of Namport or their agents.
3. I warrant that I am duly authorised to sign this Indemnity and that this document shall be binding on the owner/operator/charterer of the abovementioned vessel.
4. In general I absolve Namport from all or any liability and acknowledge that this Indemnity shall be governed by and construed according to the laws of Namibia.

Signed at Walvis Bay on this ..... day of ..... 2006

.....  
Signature of Master or Owner's Representative or Charterer (Capacity)

## Environmental & Safety Policy

The focus of the Namibian Ports Authority towards promoting all port related activities has resulted in a commitment to environmental management and pollution prevention in every phase of the company's planning and operating processes. Employees, port users, service providers, tenants and supportive clients must align to comply with the Namibian Ports Authority's environmental and safety requirements.

The Namibian Ports Authority is committed to continuously improve environmental protection, within its area of jurisdiction, and to strive to secure ISO 14001 certification.

In implementing and maintaining its Environmental Management System, the Namibian Ports Authority will strive to comply with all international and local prerequisites set by relevant authorities, and will fully abide by the national legislation of Namibia in this regard. Based on frequently updated information about environmental impacts and aspects, objectives and targets will be set and reviewed on a regular basis to guide the continuous improvement process.

Pertinent environmental information and expectations will be clearly communicated to the employees, to all involved parties and the interested public.

The Namibian Ports Authority commits itself to safety and health in the workplace and acknowledges the rights of all staff to a safe and healthy work environment.

In accepting responsibility for occupational health and safety, the Namibian Ports Authority will make available the necessary internal funds consolidated in accordance with our ongoing occupational health and safety development planning.

In return the Management expects each and every employee and Client to place the safety of fellow workers and the public as one of the top priorities, with the aim of minimising all incidents or losses in the work place.

The Namibian Ports Authority commits itself to enact this policy with proficient and regularly trained employees who are dedicated to eradicate the environmental impacts and health and safety risks within the port environment.



Sebby Kankondi, Managing Director  
Namibian Ports Authority

Walvis Bay, June 2004