

FOR STRANDA PORT AUTHORITY



GENERAL CONDITIONS FOR UTILISATION OF THE PORT INFRASTRUCTURE AND SERVICES, AND OTHER INFORMATION:

VALID FROM: 1 JANUARY 2012 (amended 27 NOVEMBER 2015)

APPLIES TO: Stranda Port Authority

UNDER THE PROVISION OF: THE NORWEGIAN HARBOUR ACT, NO. 2009-04-17-19, THE
NORWEGIAN REGULATION RELATING TO PUBLICATION OF
INFORMATION ON HARBOURS, NO. 2010-12-20-1761

PART 1 GENERAL INFORMATION

1. Scope

- 1.1 This regulation applies to Stranda Port Authority's area, which covers the entire sea area and public port facilities in Stranda Municipality.
- 1.2 The terms and conditions are binding for all port services provided by Stranda Port Authority. The terms and conditions are also binding for forwarding agencies operating within the area.
- 1.3 Any deviations from the terms and conditions require specific agreement between Stranda Port Authority and the customer.

2. Definitions

STHA: Stranda Port Authority

Port services: Providing quayside mooring for vessels
Providing space on shore for loading and unloading
Service assignments

Port facilities: Stranda quay and tender boat pier
Hellesylt quay
New Hellesylt quay and tender boat pier
Geiranger quay
Geiranger cruise boat terminal

FOA: Regulation relating to port fees, charges and terms and conditions for Stranda Port Authority, document 1

Charges : Charges, terms and conditions for Stranda Port Authority, document 3

3. Area of responsibility

- 3.1 Stranda Municipality has authorised Stranda Port Authority to operate and manage the sea area in the municipality, pursuant to the Norwegian Harbour Act, dated 17 April 2009, no. 19, with related regulations, section 10. Municipal resolution no. KOM 131/09 was unanimously adopted on 17 December 2009. International regulations regarding waste management and security (ISPS) also apply.
- 3.2 Stranda Port Authority shall take charge of all activities in Stranda Municipality's ports, encompassing service provision, exercising authority and other public management related to vessels, cargo or passengers in the ports.
- 3.3 Stranda Port Authority shall carry out capital management for the port facilities in Stranda Municipality, which are governed by sections 47 and 48 of the Norwegian Harbour Act.

PART 2 FEES, CHARGES AND TERMS OF PAYMENT

4. Fees and charges

- 4.1 The customer shall pay port fees, payments and duties in accordance with the prevailing ***Charges and terms and conditions for Stranda Port Authority***. All amounts are exclusive of VAT and any other duties. The prevailing municipal regulation relating to port fees represents the legal basis for claiming payment of port fees.

5. Terms of payment

- 5.1 Unless otherwise agreed, all amounts are stated in Norwegian kroner.
- 5.2 Unless otherwise agreed, payment shall be made within 15 days of the date on the invoice, and invoice fees may be charged. Invoice fees will be stipulated on the invoice.
- 5.3 The customer is obliged to provide a correct address for invoices. If a new invoice has to be issued due to incorrect information from the customer, the customer is not exempt from the obligation to pay the original invoice within the deadline stated.
- 5.4 If the customer does not pay the invoice within the deadline stated, STHA is entitled to charge interest on the overdue payment, pursuant to Norwegian legislation. This also applies to penalties charged for payment reminders, pursuant to the Norwegian Debt Collection Act.
- 5.5 In the event of errors in an invoice or other payment claim issued by STHA, the customer must issue a complaint within a reasonable time frame in order to justify the complaint.

6. Security for payments

- 6.1 Irrespective of the provisions in clause 5, STHA is entitled, when deemed necessary, to demand payment in advance, a bank guarantee or other relevant form of security.
- 6.2 Until payment or other relevant form of security has been established, STHA is entitled, without prior notice, to cancel port services which may have been initiated.

PART 3 PORT SERVICES: SHIPPING TRAFFIC

7. All resolutions relating to port calls, sailing routes and port fees etc. are governed by the prevailing Regulation relating to port fees, charges and terms and conditions for Stranda Port Authority.

8. Reporting arrival and information on the vessel

- 8.1 A report of scheduled arrival shall be issued to STHA within 24 hours prior to required utilisation of municipal quay/jetty facilities, irrespective of whether the vessel itself will be mooring at quayside or whether passengers will embark/disembark via a tender boat, unless otherwise agreed.
- 8.2 The vessel, shipowner or forwarding agent shall submit a vessel report to STHA within three working days after the vessel departs the area.

9 Payment

9.1 All vessels that make use of STHA's quay/jetty facilities and other services shall make payment and be charged fees in accordance with the prevailing ***Charges and terms and conditions for Stranda Port Authority***.

9.2 *The shipowner* and agent are jointly and separately liable for the claim for payment and duties incurred when a vessel makes use of the quay/jetty facilities and other services, cf. the prevailing ***Charges and terms and conditions for Stranda Port Authority***.

Comment:

- The general definition in maritime law of the term "shipowner" shall be applied.

PART 4 PORT SERVICES: TRAFFIC CARRYING CARGO AND GOODS

10. Information on cargo

10.1 STHA requires information from the customer, provided without request, in order to properly conduct port services. This applies in particular to any precautions and other relevant factors required in order to prevent personal injury, damage to the environment and STHA's property (or a third party's property).

10.2 If STHA does not receive the necessary information from the customer, STHA is entitled to implement necessary measures on the customer's account and risk. This is required in order to prevent injury to persons, damage to property, materials or the environment.

10.3 In the event that port services involve hazardous cargo, the customer is responsible for ensuring that STHA receives all the information required in accordance with prevailing legislation, regulations and provisions relating to hazardous cargo. The customer is responsible for ensuring that all hazardous cargo is packaged, marked, wrapped and classified in accordance with specified conventions and regulations. This also applies to permits required from the prevailing authorities.

11. Cargo management

11.1 The customer is responsible for controlling all loading and unloading of cargo, and delivery to or withdrawal from storage.

11.2 The customer is responsible for ensuring that cargo is packaged and marked in accordance with prevailing regulations and practice. This is necessary in order to ensure that the cargo can withstand normal handling, wind and weather conditions.

11.3 STHA is not responsible for insuring cargo. The customer is obliged to take out insurance against any personal injury or damage caused by the cargo.

11.4 Cargo or goods placed on the quay shall be removed as soon as possible, unless otherwise agreed.

11.5 The customer is responsible for ensuring that packaging, waste and remains from a cargo and the like are removed from the quay area immediately after the vessel departs.

11.6 Cargo or goods which are stored/in intermediate storage in the quay area for a period of time in excess of eight hours (08.00-16.00 on weekdays) shall be reported to Stranda Port Authority or the local fire service.

12. Payment for cargo and goods traffic

- 12.1 For all cargo transported by ship to or from STHA's quays, a cargo fee is charged according to the prevailing **charges**. This does not include passenger luggage, provisions, bunkering and oil for vessels moored at port, pallets etc. which are not commodities.
- 12.2 The recipient is responsible for payment for incoming cargo. The dispatcher is responsible for payment for outgoing cargo. Payment shall be collected by the vessel's forwarding agent or Captain, who can be held liable for the payment amount, according to the invoice issued by STHA.
- 12.3 Payment for cargo comprises storage at STHA's quay area for 48 hours prior to loading and after unloading.
- 12.4 The payment is calculated on the basis of the weight of the cargo in tonnes according to prevailing **charges**.
- 12.5 For cargo in transit, a fee for incoming cargo only is charged. However, this does not apply to cargo to be forwarded abroad. For such cargo, a fee for outgoing cargo is also charged.
- 12.6 A report regarding loading and unloading of cargo shall be sent to STHA no later than three working days after the vessel has departed.
- 12.7 STHA is entitled to check these reports by taking random samples and requiring submission of a ship's manifest and/or other relevant documents.

PART 5 COMPLAINTS

- 13.1 If a customer wishes to hold STHA liable for damage, delays or other claims related to the performance of port services, this must be reported in writing to STHA without undue delay. Objections and claims are no longer valid later than three (3) months after the date on which the customer became aware of or should have been aware of the issue on which the claim is based.

PART 6 DISPUTES

14. Choice of law and legal venue

- 14.1 The rights and obligations of both parties pursuant to these provisions are entirely governed by Norwegian law.
- 14.2 Sunnmøre District Court is accepted as the legal venue for all judicial disputes related to the use of Stranda Municipality's sea area and related to the interpretation of these provisions.

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