



# **TEMPORARY CARGO JETTY HULHUMALE PHASE-2 TERMS AND CONDITIONS OF USE**

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**1- DEFINITION:**

Where the following words appear in these Conditions, the license and HDC Regulations they shall have these meanings:

- a) Jetty user shall mean the Company or any of its Agents to whom the application for berthing for loading or unloading is made which may be one or more of its Associated Companies, Concessionaires, Tenants or Assignees.
- b) Premises or jetty area means all the land, adjacent quay wall and buildings occupied by or under the control of HDC.
- c) Owner shall include agent or other person for the time being in charge of the Vessel.
- d) Vessel shall include any form of craft, boat, ship or other marine structure which is used for the loading or unloading process.
- e) Length Overall (LOA) means the overall length of the space occupied by the Vessel including any fore and aft projections, temporary or permanent, including for example overhanging anchors, davits and/or tenders stored in davits.
- f) Alongside Berth means a berth where a Vessel may be secured adjacent to the quay wall from time to time allocated to the jetty user by HDC for the Vessel during the term of this permit.

**2- JETTY USAGE PERMIT:**

- a) To be applied through **HDC Portal** prior minimum **3 days** of jetty required date.
- b) If the material requested for unloading is for an individual use and is delivered to an individual residential plot, he/she can request from their E-fass but if the materials is for a company and delivered to the project site it has to be requested from Corporate E-fass, and also the availability of space at the delivery site will be considered in approving the request.
- c) Berths at the Quay wall or premises shall be permitted for the period as stated and at the rates of charge from time to time published by HDC at its Premises or website and in force at the commencement of the permit. Details of the charges applicable to the Berth at the beginning of the permit will be given to each Jetty user at the time that the permit is granted,
- d) The booking space and period shall be considered approved only after the payment is done/completed during the given period upon booking request.
- e) If the booking requires multiple usage of vessels at the requested period, payment will be calculated for the biggest length and size of the vessel on the list.
- f) The permit shall not be automatically renewed but will end at the conclusion of the permit if not renewed by the jetty user, renewal will depend on availability of space.

- g) Permit for all the vehicles and other machineries that shall be used for the operation should also be registered under the jetty permit during application stage,
- h) All the materials that are to be loaded or unloaded has to be pre-approved at the initial stage, material that is not listed at the jetty usage permit are not allowed to load or unload at the area,
- i) Unloading should commence once the land mobile units are mobilized at site which should be pre-approved before entering the area, vehicles without permit is not allowed at the area,
- j) No materials should be unloaded on to the site ground, it should be unloaded to a mobile unit or the vessel,
- k) When unloading loose materials, precautionary measures should be taken to avoid dust particles. HDC has the right to bring the operation to a halt if excessive particles are generated during the operation.
- l) During loading or unloading operations, the crew must remain on board under the continuous supervision of the ship officer, who must be consulted in case of emergency.
- m) During unloading operations, the jetty's safety checklist shall be scrupulously complied with. Any violation of these regulations shall lead to the suspension of operations or removal of the barge/vessel/ship from the jetty.

**3- SECURITY:**

- a) This jetty will be used for unloading and loading materials that is approved under the jetty usage permit.
- b) The access to jetty will be filtered, recorded and controlled by HDC.
- c) The vessels security related to customs clearance must be communicated to HDC Cargo jetty management team.
- d) Jetty is a restricted access area therefore they are subjected to follow and apply HDC Cargo jetty management and usage rules.
- e) Crew and equipment movements (for example deliveries) must be the subject of a detailed list (name, type of equipment, transporter, vehicle no., etc..) previously established and transmitted to HDC through the developer or contractor.
- f) People and vehicles not involved in operations or not declared beforehand are not admitted to enter the jetty area.
- g) All personnel inside the jetty premises are required to be equipped with high visibility vest, safety helmet and safety shoes. No personnel will be allowed inside the premises without the mentioned PPE.

**4- COMMUNICATION:**

- a) Three participants are involved to centralize and redistribute all information between vessel and control center.
  - The barge, vessel or ship
  - Supervisor
  - Jetty control center
- b) To contact the jetty supervisor and HDC cargo jetty control center, a contact person has to be assigned on board during the docking period.

- c) During operation, the jetty supervisor in front of the barge/vessel/ship and the manifold supervisor aboard will be in direct contact.

**5- TUG-BOATS ON STANDBY AND EMERGENCY ASSISTANCE:**

- a) The number and power of tug-boats necessary for the docking and emergency manoeuvre will be determined between HDC harbor management and the barge/vessel/ship.
- b) The barge/vessel/ship must be able to request immediate tug-boat assistance if another barge/vessel/ship approaches or leaves the terminal or if that barge/vessel/ship is along one of the jetties. There must be assistance if there is any danger for other ships or for crews.
- c) In case of assistance, the ship captain shall be consulted beforehand. However, this consultation is not always possible in case of emergency.
- d) Soliciting tug-boat assistance falls under the responsibility and at the expense of the barge/vessel/ship.

**6- MOORING INFORMATION:**

- a) Mooring quality and security fall under the barge/vessel /ship's responsibility. However, the terminal reserves the right to intervene if safety requires it. For mooring at Dock's, it will be necessary to take into consideration the mooring proximity of barge/vessel /ships at adjacent Dock and vice versa

**7- RELEASE FROM MOORING STATION:**

- a) HDC reserves the right to ask a ship to leave the jetty for safety reasons, for any noncompliance with safety instructions, for any guidance from HDC, or even to ensure the continuity of terminal operations (or for any other reasons).

**8- SAFE MOORING AND WORKING GUIDE:**

**Barge/vessel/ship captain/supervisors are responsible for the following mooring practices:**

- a) If an **anchor** is used for docking, it must be installed in a way where it doesn't interfere with the movements of the other barges/vessels or ships.
- b) There must be high **surveillance** on the deck during the entire period the ship is along the jetty.
- c) Adequate protection measures should be taken to avoid any damages to the quay wall due to the berthing of the vessel.
- d) Vessels are required to be equipped with adequate quantity of fenders to ensure the vessel does not contact directly with the quay wall. HDC reserves the right to deny berthing of vessels without adequate fenders.
- e) Make sure ships are **properly secured** along the jetty with ropes and cables. Mooring cables or ropes must be made with the same material and must be in good condition. All mooring equipment must be in good condition (winches, towing bollards and fairleads).

- f) Make sure the ship's mooring ropes or cables are only affixed to structures made for that purpose on the land, mooring hooks installed at the capping beam should not be used in any circumstance.
- g) Ramps of Vessels should not be used on the quay wall unless such provisions are made for such purpose.
- h) Materials, Equipment and Vehicles or any part of the machinery/vehicle should not rest within 5 meters from the capping beam to shore.
- i) Machineries and vehicles used at the areas should be operated by qualified licensed operators and should be using adequate hoisting belts/straps/hooks during the operations.
- j) Make sure strict surveillance is maintained on the mooring system in order to prevent a release or line tension and therefore any movements of the ship. If moors have to be adjusted, the ship captain must be informed.
- k) The terminal will require loading operations to cease and will require tug-boats to be summoned if the movement of the ship puts jetty safety in danger, or if an efficient deck surveillance system is not present. Any delays and expenses caused by a ship which has not applied the necessary precautions will be at the ship's expense.

**9- LIABILITY AND INDEMNITY:**

- a) HDC shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer's or third party's Vessel) this extends to loss or damage to Vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the jetty area or using any facilities or equipment's.
- b) HDC shall not be liable for any loss or damage caused by termination of the Jetty usage permit due to expiry of the permit or illegal usage of the jetty area.
- c) Jetty users themselves be liable for any loss or damage caused by them, their crew or their vessel to the property of HDC including the staffs, quay wall, mooring facilities, lightings, surveillance or any other property.
- d) Non-compliance with any of the points on this may lead to the termination of operations, and HDC won't be held responsible for any damages due to this.