

VESSEL DECLARATION BY MASTER

I HEREBY DECLARE THE FOLLOWING :

1. PORT REGULATIONS https://ppa.adnoc.ae	READ UNDERSTOOD AND ACCEPTED
2. CONDITIONS OF USE OF THE PETROLEUM PORT FACILITIES (AS LISTED BELOW)	READ UNDERSTOOD AND ACCEPTED
3. BALLAST	I HEREBY DECLARE THAT THIS VESSEL ARRIVED ON DATE: _____ TIME: _____ WITH _____ TONS OF BALLAST ON BOARD WHICH IS IN TANK NOS. _____ OF WHICH _____ TONES FROM TANKS NOS. _____ WILL BE DISCHARGED IN THIS PORT. THE WATER BALLAST INTENDED TO BE DISCHARGED IS ENTIRELY FREE FROM OIL OR OTHER SUBSTANCES THAT MIGHT POLLUTE THE WATERS OF THIS PORT AND THE CLEAN BALLAST DECLARATION IS FACTUAL. I ALSO CONFIRM THAT THE BALLAST WATER HAS BEEN EXCHANGED AS PER THE REQUIREMENTS FOR EXCHANGE OF BALLAST PRIOR TO ENTERING THE ROPME AREA.
4. SAFETY REQUIREMENTS Terminal Representative on Duty is Name : _____ Position : _____ Telephone No.: _____ UHF / VHF Channel: _____ <div style="border: 1px solid black; padding: 5px; text-align: center; color: red; font-weight: bold;"> THERE CAN BE NO COMPROMISE WITH SAFETY </div>	ACCEPTED. RESPONSIBILITY FOR THE SAFE CONDUCT OF OPERATIONS WHILST YOUR SHIP IS AT THIS TERMINAL RESTS JOINTLY WITH YOU, AS MASTER OF THE SHIP, AND WITH THE RESPONSIBLE TERMINAL REPRESENTATIVE. WE WISH, THEREFORE, BEFORE OPERATIONS START, TO SEEK YOUR FULL CO-OPERATION AND UNDERSTANDING ON THE SAFETY REQUIREMENTS SET OUT IN THE SHIP/ShORE SAFETY CHECK LIST WHICH ARE BASED ON SAFE PRACTICES WIDELY ACCEPTED BY THE OIL/GAS AND CHEMICAL TANKER INDUSTRIES. WE EXPECT YOU, AND ALL UNDER YOUR COMMAND, TO ADHERE STRICTLY TO THESE REQUIREMENTS THROUGHOUT YOUR STAY AT SPM/ALONGSIDE THIS TERMINAL AND WE, FOR OUR PART, WILL ENSURE THAT OUR PERSONNEL DO LIKEWISE, AND CO-OPERATE FULLY WITH YOU IN THE MUTUAL INTEREST OF SAFE AND EFFICIENT OPERATIONS. BEFORE THE START OF OPERATIONS, AND FROM TIME TO TIME, THEREAFTER, FOR OUR MUTUAL SAFETY, A MEMBER OF THE TERMINAL STAFF, WHERE APPROPRIATE TOGETHER WITH A RESPONSIBLE OFFICER, WILL MAKE A ROUTINE INSPECTION OF YOUR SHIP TO ENSURE THAT THE QUESTIONS ON THE SHIP/ShORE SAFETY CHECK LIST CAN BE ANSWERED IN THE AFFIRMATIVE. WHERE CORRECTIVE ACTION IS NEEDED, WE WILL NOT AGREE TO OPERATIONS COMMENCING, OR, SHOULD THEY HAVE BEEN STARTED, WE WILL REQUIRE THEM TO BE STOPPED. SIMILARLY, IF YOU CONSIDER SAFETY IS ENDANGERED BY ANY ACTION ON THE PART OF OUR STAFF OR BY ANY EQUIPMENT UNDER OUR CONTROL, YOU SHOULD DEMAND IMMEDIATE CESSATION OF OPERATIONS.
5. LOADING CONNECTIONS	ALL SHIP-SHORE CARGO CONNECTIONS WILL BE SECURELY MADE TO MY SATISFACTION. THE VESSEL'S VALVE SYSTEM WILL BE PROPERLY SET AND THE VESSEL WILL BE IN A PROPER CONDITION TO LOAD OR DISCHARGE CARGO.
6. SEA VALVES	ALL SHIP'S SEA VALVES WILL BE CLOSED OR BLANK FLANGED EXCEPT THOSE THAT ARE ESSENTIAL FOR THE VESSEL'S OPERATIONS DURING THE PORT STAY.
7. SCUPPERS	ALL DECK SCUPPERS ARE EFFECTIVELY PLUGGED AND WILL REMAIN SO FOR THE DURATION OF THE STAY.
8. PILOT LADDER	ARE IN GOOD CONDITION AND CORRECTLY RIGGED TO MY SATISFACTION.

CONDITIONS OF USE OF THE ABU DHABI PETROLEUM PORTS & TERMINAL FACILITIES:

In these conditions of use of Abu Dhabi Petroleum Ports, the word Company encompasses ADNOC, and any ADNOC associated Companies operating in the Port.

In addition to any other conditions which may be separately prescribed by the Abu Dhabi Petroleum Ports Regulations, law or enactment, all facilities and assistance of any sort whatsoever provided by the Company in or in connection with the Petroleum Port terminal facilities whether or not any charge is made by the Company, therefore, are provided subject to the following conditions:

- Neither the Company nor their servants (in whatever capacity they may be acting) shall be responsible for any loss, damage or delay from whatsoever cause arising in consequence of any assistance, advice or instructions whatsoever given or tendered in respect of any ship, whether by way of pilotage or mooring services, the provision of navigational facilities,

including buoys or other channel markings, or otherwise howsoever. In all circumstances the Master of any ship shall remain solely responsible on behalf of his owners for the safety and proper navigation of his ship and liable for the cost of any damages and any loss whether actual or consequential due to pilot's neglect, error or mistake.

2. Whilst the Company takes every care to ensure that the Terminal facilities, property, gear, craft and equipment provided by the Company are safe and suitable for ships permitted or invited to use them, no guarantee of such safety or suitability is given. The Company shall not be responsible for any loss, damage or delay of any sort that may be sustained by or occur to any ship or her owners or her cargo or any part thereof (whether such cargo is on board or in course of loading or discharging) by whosoever and by whatsoever cause such loss, damage or delay is occasioned and whether or not it is due in whole or in part to any act, neglect, omission or default on the part of any servant or agent of the Company or by any fault or defect in any of their terminal premises, facilities, property, gear craft or equipment of any sort.
3. The Company will not be responsible for any loss, damage or delay directly or indirectly caused by or arising from strikes, lockouts or labour disputes or disturbances whether the Company or its servants are parties thereto or not.
4. If in connection with or by reason of the use by any ship of any Terminal or of any part of the company's premises or of any gear or equipment provided by the Company or of any craft or any other facility or property, of any sort whatsoever, belonging to or provided by the Company any damage is caused to any such berth, premises, gear or equipment, craft or other facility or property, from whatsoever cause such damage may arise, and irrespective of whether or not such damage has been caused or contributed to by the negligence of the Company or its servants, and irrespective of whether there has been any neglect or default on the part of the ship or the owners, in any such event the ship and her owners shall jointly and severally pay for all such damage or loss and shall hold the Company harmless from and indemnified against all such damage and against all loss sustained by the company consequent thereon. Further the ship and her owners shall hold the Company harmless from and indemnified against all and any claims for damages, costs and expenses arising out of any loss, damage or delay caused to any third party by the ship or by her Master or her crew or by any other servant or agent of the owners.
5. If any ship, aircraft, or other object sinks or grounds or otherwise becomes or is likely to become in the opinion of the Company, an obstruction or danger to navigation and its owner or his agent fails to remove the obstruction or danger so caused within the period of the written notice served by the Company, then the owner or agent shall have committed a punishable criminal offence. This shall not prejudice the Company's right, for the sake of safeguarding the interest of the port, to take action to remove the obstacle and the expense incurred shall be recoverable from the Master or owners of the ship or aircraft who shall be jointly liable thereof.
6. If, in the opinion of the Company, any ship or aircraft sinks or grounds or otherwise becomes an obstruction which constitutes an immediate danger to shipping, it may take the necessary immediate measures to remove the obstruction without the need of any notice, and shall be entitled to recover from the person mentioned in the previous Article any expense incurred by it in the process.
7. These conditions shall be construed to the Law of U.A.E, and if so required by the Company, the ship and her owners shall submit to the jurisdiction of U.A.E courts.

DAMAGE CLAIMS:

The Company shall be held harmless from any claims for damage allegedly incurred by ships during anchoring, weighing anchor, mooring to Terminals or unmooring. The alleged damage should always be reported immediately to the Harbour Master, who will inspect the damage before the ship sails. The inspection of such damage will in no way make the Company liable for such damage, and the Company will continue to be harmless from any claims submitted by the ship, master or owner. The damage must be reported in writing and signed by the Master of the ship.

PETROLEUM PORT _____

M.V. / M.T. _____

MASTER'S NAME / PASSPORT/CDC NO. _____

SIGNATURE / STAMP : _____/_____

Date _____ Time _____