



# JETTY CONDITIONS OF THE ASSOCIATION OF DUTCH TANK STORAGE COMPANIES (VOTOB)

Version 2021

## Section 1: Applicability

1. These conditions shall apply in respect of:
  - a) every vessel which moors, is berthed, or deberths at quays, jetties, pontoons, premises and/or installations of the Storage Company (hereinafter collectively referred to as "installation") as well as any vessel which is or becomes in any way connected with a vessel which is berthed alongside the installation; and
  - b) access to the installation of a vessel's crew or other persons coming from and/or going to a vessel.
2. These conditions shall further apply to the performance of work, provision of services and/or supply of goods by the Storage Company on board a vessel.
3. Applicability of any conditions applied by the vessel shall be expressly rejected.

## Section 2: Responsibility of the Master

1. The Master of a seagoing vessel or the skipper of an inland vessel (hereinafter referred to as: "Master") shall ensure that he and all other persons on board, whilst on board the vessel as well as on the installation, closely comply with the rules, regulations, formalities, measures and instructions given and/or to be given by or on behalf of the authorities and/or the Storage Company.
2. The Master shall ensure that the arrangements made between the Storage Company and persons on board the vessel are closely observed.
3. The Master shall supervise all operations on board the vessel, also if such operations are carried out by the Storage Company's staff, both with regard to the vessel and its cargo.

## Section 3: Ban on fire and smoking

The use of open fire, including welding work, smoking, the use of matches, lighters and unapproved lighting is forbidden under all circumstances, both on board the vessel and on the installation in the open air or in areas, the construction or ventilation system of which does not give protection against the penetration of flammable gases.

## Section 4: Water pollution

Unless permitted by law, it is forbidden to allow the discharge of substances, in any way or for any reason, including overfilling, on the installation or into the water or air.

## Section 5: Commencement and progress of operations

1. As soon as the Storage Company has declared itself ready for delivery or receipt of the cargo, loading or unloading of the vessel shall commence and



shall continue day and night, including Sundays and public holidays (provided permission has been granted by the authorities), until the entire cargo has been loaded or unloaded.

2. During this period, the Master shall ensure that the vessel will receive or unload the cargo without interruption and/or delay, with due observance of the agreements made for this purpose with the Storage Company and the regulations and requirements that apply and/or will be set for the cargo and the installation in question.

### **Section 6: Costs of supplies and operations**

Supplies, operations and/or services ordered by the Master or any of the other persons on board shall be delivered and/or performed at the prices and/or rates usually charged or applied by the Storage Company. If for such ordered supplies, operations and/or services prices and/or rates have been expressly agreed, such prices and/or rates shall apply to such supplies, operations and/or services.

### **Section 7: Leaving the berth**

1. The Master shall be bound to leave the berth with his vessel as soon as possible after completion of the loading or unloading operations. The Storage Company shall have the right to demand that the vessel be removed from her berth if the Storage Company deems this necessary for reasons of safety, to comply with regulations and/or instructions of port authorities or other authorities, to promote smooth operations or for any other reason.
2. Likewise, the Storage Company shall have the right to demand that the vessel which has taken berth alongside a designated mooring place and which despite the installation's readiness, for whatever reason, turns out not to be able to load or unload, or does not proceed to load or unload, or interrupts any of these activities for more than six hours, shall immediately clear her berth. If the vessel does not clear her berth upon first request from the Storage Company, the Storage Company shall have the right to shift or remove the vessel or have it shifted or removed at the risk and expense of the Master and the owner of the vessel.

### **Section 8: Demurrage**

It is at the Storage Company's discretion to permit the vessel to remain at the berth after loading or unloading, for a fee to be determined by the Storage Company or which is customary and on the understanding that these conditions shall continue to be fully applicable.

### **Section 9: Availability of berth**

1. The Storage Company shall not be liable for any damage, demurrage, loss, fines, costs and/or other disadvantage suffered by the vessel as a result of the fact that the vessel had to wait because the berth was not available, unattainable or serviceable, even if reservations had been made beforehand, or the vessel had been notified in advance, or as a result of a deviation from the order of sequence in which vessels are being dealt with.



2. Neither shall the Storage Company be liable for damage, demurrage or other disadvantage suffered by a vessel which has taken berth at a designated mooring place due to the installation not being ready for delivery or receipt of cargo or due to a delay or discontinuation of loading or unloading.

### **Section 10: Transshipment vessel to vessel**

Any transshipment of goods between the vessel and any other vessel shall require the prior consent of the Storage Company. Even if the Storage Company has given permission for such transshipment, such transshipment shall take place under the Master's responsibility and at the risk and expense of the Master and the owner of the vessel and not of the Storage Company.

### **Section 11: Liability**

1. The vessel is berthed alongside the installation exclusively for its own risk and expense.
2. The owner of the vessel shall be liable for damage, loss, fines and/or costs or any other disadvantage suffered by the Storage Company and/or its staff and/or third parties, caused by the vessel and/or by acts and/or omissions of persons on board the vessel.
3. Without prejudice to what has been stipulated elsewhere in these conditions the Storage Company shall not be liable for damage, loss, claims of third parties, fines and/or costs, however caused, unless it has been established that such damage, loss, claims of third parties, fines and/or costs has/have been caused by the Storage Company's wilful misconduct or gross negligence.

### **Section 12: Limitation of liability**

These conditions shall not affect the limitation(s) of the vessel's liability as regulated by or under law or convention in such cases where the vessel may invoke such limitations against the Storage Company. Without prejudice to what has been stipulated elsewhere in these conditions the Storage Company's liability shall be limited to material damage and such to a maximum of EUR500,000 per event or series of events arising from one and the same cause.

### **Section 13: Entering the installation's premises**

1. Persons on board the vessel who enter the installation, as well as all those who do so at the request of the Master and/or the persons on board, do so entirely at their own risk, even if they do so with the permission or under the guidance of the Storage Company.
2. The Storage Company shall never be liable for death, injury, damage, loss, fines, costs or any other disadvantage resulting from accidents which may occur at/on the installation.
3. This Section shall equally apply to vehicles with which crew or other persons coming from or going to a vessel find themselves on/near the installation.



#### **Section 14: Refusal of access to the installation**

At all times, the Storage Company shall have the right to refuse access to the installation to any person it considers undesirable, and to expel or have expelled such persons from the installation.

#### **Section 15: Compliance with obligations**

1. The owner of the vessel shall be liable for all consequences of non-compliance with any obligation resting on him or the persons on board the vessel, including also the obligations in connection with these conditions and/or any arrangement made between the Master or other persons on board and the Storage Company.
2. The Storage Company shall have the right to stop or have stopped the loading or unloading respectively, if in its opinion the rules, regulations, etc. as well as the agreements referred to in Section 2 of these conditions are not or not sufficiently complied with on board the vessel and/or on the installation.

#### **Section 16: Indemnity**

1. Without prejudice to what has been stipulated elsewhere in these conditions the owner of the vessel shall be bound to indemnify the Storage Company against all claims lodged against it by third parties - including cargo interests - against the Storage Company for damage suffered by them as a result of or in connection with the performance of ship-related activities by the Storage Company's staff and/or as a consequence of the non-compliance by persons on board the vessel with their obligations under these conditions and/or the agreements made between them and the Storage Company.
2. The owner of the vessel shall further indemnify the Storage Company against all claims lodged against it by third parties, including persons on board and vehicle interests, against the Storage Company for death, injury, damage, loss, fines, costs or other disadvantage in connection with the provisions of Section 11(2) and 13 of these conditions.

#### **Section 17: Documents accompanying the cargo**

1. The Master shall ensure that the documents accompanying the cargo, drawn up by the Storage Company are submitted correctly and timely to the competent authorities and/or persons for whom the documents are intended.
2. The Master shall be liable for the consequences of failure to comply with what has been defined in this section. Upon request, the Master must identify himself.

#### **Section 18: Payment**

1. All costs, fees and other amounts due to the Storage Company under these conditions and/or agreements made with the persons on board the vessel shall be immediately due and payable.
2. The Master and the owner of the vessel shall be jointly and severally liable for payment of the amounts referred to in the preceding paragraph, unless otherwise agreed in writing with the Storage Company.



### **Section 19: Applicable law and competent court**

1. Dutch law shall govern these conditions and the legal relationship between the Storage Company and the Master and/or persons on board the vessel and/or owner of the vessel. Claims against the Storage Company shall be submitted for adjudication to court of law having jurisdiction at the place where the Storage Company's installation is situated in the Netherlands.
2. The Storage Company shall have the right to submit claims against the Master and/or persons on board the vessel and/or the owner of the ship and/or any other person for adjudication to the above-mentioned court as well as to another competent court, in particular to the court of law having jurisdiction at the place where the person against whom the Storage Company wishes to submit the claim in question is situated.

### **Section 20: Abbreviated name**

These conditions may be cited as "VOTOB Jetty Conditions" (*VOTOB Steigercondities*).

### **Section 21: Translation and invalidity**

1. In the event of any difference between the Dutch text of these conditions and any translation thereof, or in the event that the Dutch text or any translation thereof may be interpreted differently, the Dutch text and/or the interpretation to be given to the Dutch text shall take precedence. Should any of the sections of these conditions be and/or become invalid and/or be declared null and void, this shall not affect the validity of the remaining sections.

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