



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

### **Section 1 - Applicability**

These conditions are applicable in relation to:

- a) any vessel which moors, is berthed or deberthes at quays, jetties, pontoons, premises and/or installations of the Storage Company (hereinafter jointly called "installation") as well as any vessel which in any way will be or is connected with a ship which is berthed alongside the installation, and
- b) the access to the installation of a ship's crew or of other persons coming from and/or going to a ship.

These conditions are also applicable to the carrying out of operations, the rendering of services and/or the supply of goods by the Storage Company on board a ship. Applicability of any conditions employed on behalf of the ship is explicitly rejected.

### **Section 2 - Responsibility of the Master of the Ship**

The Master of a seagoing vessel or the Master of an inland vessel (hereinafter "the Master") should take care that he and all other persons on board whilst on board of the ship as well as on the installation carefully follow all rules, regulations formalities, measures and directions given and/or to be given by or on behalf of the authorities and/or the Storage Company.

The Master should take care that all agreements made between the Storage Company and persons on board of the ship are carefully observed.

All operations on board the ship relative to the ship and/or the cargo are to be executed under surveillance of the Master, also if such operations are carried out by personnel of the Storage Company.

### **Section 3 - Ban on fire and smoking**

The use of open fire - which includes welding, smoking, use of matches, lighters and non-officially approved illumination - is forbidden under all circumstances on board the ship as well as on the installation, in the open air or in enclosed areas where the construction or the ventilation system does not give protection against penetration of inflammable gases.

### **Section 4 - Water pollution**

Unless officially approved, 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.



### **Section 5 - Commencement and progress of operations**

When the installation has declared itself ready for delivery respectively receipt of the cargo, the loading respectively discharging of the ship shall commence and continue non-stop, irrespective of day and night, Sundays and holidays included (provided permission has been granted by the authorities), until the complete cargo has been loaded respectively discharged.

During this period, the Master shall ensure that the ship receives respectively discharges the cargo without interruption and/or delay, with due observance of the relative agreements made with the Storage Company, and with observance of regulations and rules applicable to the cargo and the installation in question.

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

Supplies, operations and/or services ordered from the Storage Company by the Master or one of the other persons on board the ship are delivered and/or carried out and/or rendered against the Storage Company's current tariffs.

### **Section 7 - Leaving the berth**

The Master is bound to leave the berth as soon as possible, after termination of loading respectively discharging. The Storage Company has the right to demand that the ship be removed from her berth when the Storage Company deems this necessary for reasons of safety, compliance with safety regulations and/or directions from the harbour authorities or other authorities, the smooth continuation of activities or for any other valid reason.

Likewise, the Storage Company has the right to demand that the ship, which has taken berth alongside an assigned mooring and which, in spite of the installations's readiness, is not able to or - for whatever reason - does not commence loading respectively discharging cargo, or which discontinues any of these activities for more than 6 hours, clears her berth instantly. If the ship does not clear her berth on first request from the Storage Company, then the Storage Company has the right to shift (have shifted) or to remove (have removed) the ship for account and risk of the Master and the owner of the ship.

### **Section 8 - Remainder on berth**

It is within the discretion of the Storage Company to decide whether the ship is permitted to remain on her mooring after loading respectively discharging. This takes place against a compensation imposed by the Storage Company and on the understanding that these jetty conditions remain applicable.



### **Section 9 - Availability of berth**

The Storage Company shall not be liable for any damage, demurrage or other costs incurred by the ship, as a result of the fact that the ship has had to wait due to the mooring not being available, attainable or serviceable, whether or not prior reservations were made or the ship's expected arrival time was announced or as a result of a deviation from the order of sequence in which ships are being dealt with.

Neither is the Storage Company liable for damage, demurrage or other disadvantage incurred by the ship, which has taken mooring at the assigned mooring facilities, as a result of the installation not being ready for delivery respectively receipt of cargo due to delay or discontinuation of loading or discharging.

### **Section 10 - Direct transfer from ship to ship**

For any manipulation of goods which is to take place between the ship and any other vessel, prior permission from the Storage Company is required.

Even if the Storage Company has allowed such transfer, it will take place under the Master's responsibility and for account and risk of the Master and the owner of the ship and not for account and risk of the Storage Company.

### **Section 11 - Liability**

The ship is berthed alongside the installation for her own account and risk.

The owner of the ship is liable for damage, loss, fines and/or costs or any other disadvantage incurred by the Storage Company and/or its personnel and/or third parties, caused by the ship and/or by actions and/or negligence of persons on board the ship.

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, arisen in any way whatsoever, unless evidence is produced that such damage, such loss, such claims of third parties, such fines and/or costs has/have been caused by wilful intent or gross negligence of the Storage Company.

### **Section 12 - Limitation of liability**

These conditions leave unimpeded the limitation(s) of liability of the ship as settled by or by force of law or convention in those cases, where the ship can invoke such limitation.

Without prejudice to what has been stipulated elsewhere in these conditions, the liability of the Storage Company is limited to material damage and such to a maximum of 500.000 euro per any one event or sequence of events arising from one and the same cause.



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

Persons on board the ship being present on the installation as well as those who enter the installation on request of the Master and/or the persons on board, do so entirely at their own risk, also when this happens with permission of or under escort by the Storage Company. The Storage Company is never liable for death, injury, damage, loss, fines, costs or other harm incurred by those who set foot on the installation. This section also applies to vehicles with which crew or other persons coming from or going to a ship find themselves on the installation.

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

The Storage Company is entitled, at all times, to refuse access to the installation to persons considered by it as undesirable, and to expel or have expelled such persons from the installation.

### **Section 15 - Compliance with obligations**

The owner of the ship is liable for all consequences of non-compliance with any obligation resting on him respectively on persons on board the ship including the obligations in relation to these conditions and/or any agreements made between the Master or other persons on board and the Storage Company.

The Storage Company is entitled to interrupt (have interrupted) loading respectively discharging when - within the discretion of the Storage Company - on board the ship rules, regulations etc. as well as the agreements defined in section 2 of these jetty conditions are not or insufficiently complied with.

### **Section 16 - Indemnity**

Without prejudice to what has been defined elsewhere in these conditions, the owner of the ship is bound to hold the Storage Company harmless against all claims lodged against it by third parties - cargo interests included - in case of damage suffered by them as a result of or in connection with marine activities being carried out by the Storage Company's personnel, and/or as a consequence of non-compliance by persons on board with the obligations in relation to these conditions and/or the agreements made between them and the Storage Company.

The owner of the ship will also hold the Storage Company harmless against all claims lodged against it by third parties - persons on board and vehicle interests included - on account of death, injury, damage, loss, fines, costs or any other harm incurred relating to what has been defined in section 11, second paragraph, and section 13 of these conditions.



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

The Master should take care 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 which the documents are meant. The Master is liable for the consequences of non-compliance with what has been defined in this section. If requested, the Master should prove his identity.

### **Section 18 - Payment**

All costs, indemnifications and other amounts which on account of these conditions and/or agreements made with the persons on board of the ship are due to the Storage Company are payable at first demand.

The Master and the owner of the ship are severally liable for payment of the amounts as specified in the previous paragraph, unless otherwise agreed with the Storage Company in writing.

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

Dutch law shall govern these conditions and the legal relationship between the Storage Company and the Master and/or the persons on board the ship and/or the owner of the ship. Claims against the Storage Company shall be submitted for adjudication to the Court of Law having jurisdiction at the place where the installation is situated in the Netherlands.

The Storage Company has the right to submit claims against the Master and/or persons on board the ship and/or the owner of the ship and/or anyone else for adjudication to the above mentioned Court as well as to any other competent Court, in particular to the Court of Law having jurisdiction at the place where the person against whom the Storage Company wishes to institute the relevant claim is situated.

### **Section 20 - Abbreviation**

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

### **Section 21 - Translation and nullity**

In the event of the Dutch text of these conditions being at variance with any translation made thereof or in the event of the Dutch text or any translation made thereof being capable of interpretation in a different way, then the Dutch text and/or the interpretation to be given to the Dutch text shall be decisive.

Should any of the sections of these conditions be or become invalid and/or be declared null and void, then the validity of the other sections shall not be affected thereby.



## **VOTOB**

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