



Johor Port Authority

TERMS AND CONDITIONS

**Application For Permit
To Lay-Up A Vessel**

MAY 2010

TERMS AND CONDITIONS OF LAYING UP VESSEL AT JOHOR PORT WATER LIMIT (PASIR GUDANG AND TANJUNG PELEPAS)

1. Johor Port Authority pilot, or any pilot licensed by the Johor Port Authority, shall conduct all movements of the vessel either proceeding to, or from lay-up area, or while in the lay-up area.
2. The vessel proceeding to lay-up shall be fully manned and the main engine shall be in good working order at all times.
3. The number of tugs required to assist the movement or to standby will be informed accordingly.
4. All movements shall be conducted during day light hours only
5. If navigation and mooring operations cannot be completed during day light hours, such operations shall be suspended and the vessel anchored temporarily at a safe place to allow operations to continue the next day.
6. The vessel is to be secured fore, and aft. in a manner approved by the General Manager or his authorised representative.
7. A sufficient amount of cable shall be veered in order to avoid dragging of anchor.
8. A marker buoy shall be placed to indicate the position of each anchor.
9. If two (2) vessels are to be moored alongside one another, two (2) heavy duty, rubber fenders are to be placed in between i.e. one (1) fore. and one (1) aft. The Owner shall provide the fenders required, to the specification of the Johor Port Authority.
10. The vessel's position shall be checked and verified by at least two methods bearing distance, GPS etc
11. Water depths at the allocated anchoring area shall be verified by the Owner and such approved soundings shall be submitted to the General Manager or his representative.
12. The vessel navigating upriver to the lay-up area shall proceed at slow speed consistent to the safety of navigation and shall pass through the shallow waters east of Selat Mendana no earlier than two(2) hours before H.W. and not later than two (2) hours after H.W. The maximum draft permitted at this area is 6.5 meter.
13. Temporary navigational marker buoys are placed at appropriate positions enroute and safe allowance shall be given when passing these buoys.
14. The Master shall be responsible for the safety and navigation of the vessel at all times.
15. The General Manager or his authorised representative may give further directions, amend, or cancel any direction. The Master/Owner/Agent is responsible in ensuring that any changes are to be effected immediately.
16. Vessels anchoring in lay-up position shall be placed in a row of five (5) vessels for each row, or in a row of any number as directed by the General Manager, or his authorised representative, and each row shall be known as a `raft`.

17. For any laid-up vessel that is moored earlier in point of time in the raft and which is sailing out of its laid-up position in the raft earlier than the vessel or vessels which arrived subsequent to it, then the latter vessel, or vessels shall bear proportionately with each other the expenses incurred by any other vessel, or vessels, which may be required by the General Manager, or his authorised representative, to shift out of the raft to make way for the laid-up vessel that is sailing out. When the same latter vessel, or vessels is, or are, directed by the General Manager or his representative to shift out of the raft to make way for the laid-up vessel that is sailing out it or they shall bear its own expenses connected with the movements PROVIDED that for the purpose of this Clause the expenses shall include charges for pilotage, tug boats, mooring and others but limited only to such expenses that are imposed for this movement.
18. An all round red light visible for a distance of at least two (2) nautical miles, shall be exhibited at the highest point (mast) of the vessel, at all times from dusk to dawn (1800hrs. to 0800 hrs).
19. The vessel shall be moored so as to be clear of all other vessels at all times during all conditions of wind and tide.
20. The Owner, its Agent or Servant shall be liable for, and meet in full, all liabilities in relation to the vessel whether statutory, tortuous, contractual or quasi contractual.
21. The Port Authority and the Johor Port Berhad / Pelabuhan Tanjung Pelepas Sdn Bhd, shall (hereinafter called "the port operator") not be liable for any damage, loss or injury caused to the vessel, its owner, agent, master or crew, during the vessel's stay in the Port, regardless of whether such damage, loss or injury was caused by the official of Port authority, the port operator, its agents or any third parties.
22. The Owner and its Agent shall indemnify the Port Authority, and the port operator in respect of any loss, damage, injury of death caused by their vessel, their servants or agents to third parties, or to the officials, agents, or any persons authorised by the Port authority or the port operator, or any property vested in third parties, or the Authority and the port operator. The Owner and its Agent shall submit true copies of certificates of insurance (Tanker Insurance, P & I, Tovalop etc.) to the General Manager or his authorised representative together with this application for permit.
23. The Owner or its Agent shall notify the General Manager or his authorised representative of any transfer of ownership or agency, and the General Manager upon receiving such notice shall with immediate effect cancel the permit and it shall be the duty of the owner and or its agent to cause the new owner or its agent to make immediate application for a new permit. If the owner or its agent fails to notify the Port Authority of such a transfer or cause a new permit to be granted to the new owner or its agent, then the owner or its agent, being the holder of the permit shall be liable and responsible for the vessel.
24. The Classification of the vessel to be fully maintained throughout the laid-up period, and all statutory certificates, including those listed hereunder, must be, and remain, valid throughout the lay-up period.
 - i) Safety Construction Certificate
 - ii) International Loadline Certificate
 - iii) Safety Equipment Certificate
 - iv) Safety Radio Telephony/Telegraphy Certificate
 - v) Passenger Ship Safety Certificate etc.
25. At least one (1) qualified engineer and one (1) qualified Navigation Officer must be on board the vessel at all times.

26. The vessel must be secured fore and aft to the satisfaction of the General Manager, or his authorised representative. A diagram of the mooring arrangement has to be submitted to the General Manager, or his authorised representative.
27. Navigation Lights must be exhibited as per International Regulations (COLREGS 72).
28. A VHF Set with must be provided to contact shore (Johor Port Control- at least Channels 11, 21, & 63 & PTP Control - Channels 1,6,16 and 83) in case of medical emergencies or other incidents. Other radio apparatus shall be sealed by the Customs. The vessel shall report daily to Johor Port Control / PTP Control @ 0900 hrs.
29. A serviceable portable aids (Day-Light Signalling) Lamp powered by battery must be provided at all times for visual communication.
30. All vessels must have their cargo tanks cleaned, and certified gas free by the Government Chemist. Only clean ballast should be used if ballast is put into cargo tanks. The gas free state of all tanks must be maintained & subsequently renewed every calendar month.
31. Warning notices must be placed in conspicuous places advising of the danger of entering enclosed spaces.
32. An approved oxygen meter and explosion meter should be supplied to, and kept on board, the vessel at all times.
33. At least two(2) intrinsically safe approved safety torches must be available on board, at all times.
34. No repairs shall be carried out on the vessel unless authorised by the General Manager, or his authorised representative. Such repairs, if any, shall be carried out only by Malaysian local Contractors, unless otherwise authorised by the General Manager.
35. The emergency fire pump must be kept fully operational at all times and tested weekly.
36. All fire-fighting equipment must be tested, maintained and kept in good order and working condition at all times to the satisfaction of the General Manager, or his authorised representative.
37. No dutiable items or good shall be taken on board unless approved by the Custom's Department. All dutiable stores shall be kept under lock and sealed by the Customs. The Customs seal shall not be broken while the vessel is within the territorial waters.
38. No arms, ammunition, or explosive shall be on board while the vessel is in lay-up.
39. A complete list of personnel engaged on board with full particulars of name, nationality, identity card/passport number shall be submitted to the General Manager or his authorised representative, and to the Immigration Department.
40. One (1) resident Owner's representative/Agent shall be in Johor Bahru, so that a liaison between Marine Department/Government Department and the ship can be maintained at all times and especially in case of emergencies.
41. It is the responsibility of the ship owners to engage a local agency to look after all matters relating to security, fire-fighting and periodical inspection of the moorings of the vessel.

42. No craft is permitted to go alongside and no person is allowed on board the vessel unless authorised by the Customs Department and approved by the General Manager, or his authorised representative.
43. All movements of the vessel shall be undertaken by the Johor Port Authority pilots, or any person licensed to pilot vessel pursuant to Section 29 (A) of the Port Authorities Act 1963, and tugs belonging to or authorised by Johor Port Berhad / Pelabuhan Tanjung Pelepas Sdn Bhd. The schedule for the movements and the number of tugs used shall be at the discretion of the General Manager, or his authorised representative
44. The vessel shall have a valid Deratting exemption or Deratting Certificate and this Certificate is to be produced to the General Manager, or his authorised representative, every 6 months upon renewal.
45. In addition to all other conditions, the vessel shall comply with all laws, rules and regulations currently in force in Malaysia, and as amended from time to time, unless otherwise exempted.
46. The General Manager, or his delegated or authorised officers or representatives, may give directions either verbally or in writing, from time to time, to the Owner/Master/Agent/Servant of the vessel pertaining to all port safety and shipping matters.
47. The Owner/Master/Agent shall pay promptly, and in full, all charges, rates and dues being levied on the vessel. All Charges are as indicated in Port Authority Act 1963 (JPA Scale of Rates, Dues and Charges) By Laws 1988 and By Laws 2000 (Tanjung Pelepas), as may be amended from time to time.
48. The General Manager, or his authorised representative, reserve the right to withdraw the permit to lay up without assigning any reason whatsoever. The Owner/Agent have no right to claim for any damages, or loss, that may arise as a consequence of the withdrawal.
49. Any activities related to/ involving minor repairs etc must be assigned to local contractors and approved by the General Manager or his authorised representative.
50. The local agent shall be responsible for all garbage collections, and no garbage, rubbish, waste or other matter shall be dumped into the sea.
51. The authorised representative of the General Manager wherever the term appears in the Permit, unless otherwise specified, may mean the Senior Marine Manager of Johor Port Berhad/ Pelabuhan Tanjung Pelepas Sdn Bhd or his authorised representative.

ENDORSED BY :



**NIK AZIZ BIN HAJI NIK HUSSAIN
(GENERAL MANAGER)**

JOHOR PORT AUTHORITY