

South Sea Slipway Ltd

CONDITIONS FOR THE USE OF SLIPPING, BERTHAGE, AND ASSOCIATED FACILITIES.

THE OWNER agrees to use the Slipway facilities of SOUTH SEA SLIPWAY LIMITED ("the Slipway Operator") at Walu Bay on the terms detailed on the following conditions:

A. BOOKINGS

1. The Slipway Operator will endeavor to keep the Owner informed in a timely fashion of the available slipping days, and changes occurring in these dates due to unforeseen circumstances, but the Owner agrees as a condition of receiving this information that his booking dates will be freely disseminated among other Owners.
2. The Slipway Operator will only consider those bookings made on the form attached herein. Oral or telephone bookings will only be considered tentative until the said form is completed, and the appropriate deposit made.

B. CONDITIONS ON CONFIRMATION OF BOOKINGS FOR SLIPPING

1. Confirmation of any bookings will be subject to the Owner:
 - a. Immediately paying a deposit to the Slipway Operator of 50% of the basic slipping fee plus 50% of the Daily Rate chargeable for the number of days booked.
 - b. Immediately providing docking plans and/or the general arrangement of the vessel.
 - c. Immediately (or no later than two weeks prior to actual date of slipping) providing a list of all underwater work that is required to be undertaken during the slipping period.

C. TIME FOR SLIPPING

1. The Owner shall present the Vessel in readiness for slipping at the entrance to the Slipway at the time specified in this Agreement and (subject to the contrary provided herein) shall be entitled to leave the vessel on the Slipway until the time for removal specified herein.
2. **For such extra time at;**
First day - twice the daily rate
Second and all subsequent days - three times the daily rate
3. The Owner shall remove the Vessel no later than the time for removal specified herein and if the Vessel remains on the Slipway beyond such time the Owner shall pay for such extra time at the specified rate for Slipway use.
4. If the Vessel is not presented in readiness for slipping at the time specified herein:
 - a) the Owner shall forfeit any deposit paid; and
 - b) the Owner shall pay to the Slipway any loss or damage (including loss of income) suffered by the Slipway Operator as a result of such non-presentation of the Vessel;
 - c) the Slipway Operator may at its discretion slip another vessel or vessels and may in its discretion allocate another time for slipping the Vessel and in such event the Slipway Operator shall not be responsible for any loss or damage suffered by the Owner as a result of such reallocation;¹
 - d) in the event of a slipping being cancelled or postponed within 14 days of the due date a penalty of 10% of the total anticipated slip hire for the period booked may be imposed by the Slipway Operator.
5. If all repairs or works required to be done on the slipway are completed prior to the time specified for the removal of the Vessel from the Slipway the Slipway Operator may require the Vessel to be removed from the Slipway forthwith. The Slipway Operator shall be the sole judge as to whether the work requiring the Slipway has been completed. If the Slipway Operator requires the Vessel to be so removed from the Slipway then the Owner shall forthwith prepare the vessel for unslipping.

D. WORK

1. The slipway operator shall slip the vessel, blast, clean and prepare and paint the hull.
2. The Slipway Operator may in its discretion carry out part of the work on the Vessel whilst it is on the Slipway and part before or after the vessel is slipped.
3. If South Seas Engineering Limited are able and willing to carry out the required engineering works on the vessel, then as a condition of slipping South Seas Engineering Limited will have first preference for the work. If other contractors are used, then they will only be permitted to do so only **if they are an approved contractor**.
4. only those contractors licensed with SSSL are to carry out works on SSSL properties.

E. CHARGES AND PAYMENT

1. The Owner shall pay for slipping the Vessel at the rate specified herein or (in default of such specification) at the rates published by the Slipway Operator. In addition the Owner shall pay both the Contract Price for any other work described herein and the appropriate charge for any Extras agreed to by the Slipway Operators.

2. The deposit shall be payable by the Owner to the Slipway Operator forthwith and no booking is deemed confirmed until the deposit is paid. The following are payable as Extras: extra cost of overtime, tug services, diving services, wages and materials for blocking, cleaning and rubbish removal.
3. The payment of the amount due for Slipway use and for all other work done shall be paid upon completion of the work and before the vessel leaves the Slipway. If any payment is late then that payment shall bear interest at a rate equivalent to that which the Slipway Operator's Bankers would charge it for an overdraft (within agreed limits) plus 5% per annum to the Intent that if the bank rate were 12% per annum the interest payable hereunder would be 17% per annum.
4. If any moneys are not paid to the Slipway Operator forthwith upon completion of the work then the Slipway Operator shall be entitled to remove the Vessel from the Slipway and disable it and tie it up at the Slipway Operator's berth pending payment. Whilst the Vessel is held by the Slipway Operator pending payment, wharfage at the Slipway Operator's published rates shall accrue on a daily basis and no person shall be entitled to access to the vessel without the Slipway Operator's written consent and the Vessel shall be deemed to remain in the Slipway Operator's possession for the purposes of maintaining its lien.
5. For the purposes of calculating the charges for Slipway use, a day shall be deemed to be the 24 hour period starting at midnight (whether or not work is performed) and any part of a day shall be charged as a full day.
6. Any equipment or materials placed or incorporated in the Vessel as part of the work done by the Slipway Operator shall remain the property of the Slipway Operator until paid for and in the event of non-payment at the required time the Slipway Operator (and its employees and agents) are authorised to enter the vessel and remove any such equipment and materials.

F. EXTRAS

1. The Slipway Operator shall be under no obligation to carry out any work in addition to that specified herein but the Slipway Operator may in its discretion agree to carry out such additional work if the Slipway Operator receives an appropriate order for such work.

G. CONDITIONS FOR SLIPPING

1. The Slipway Operator may require the Owner to produce such plans, as the Slipway Operator deems necessary prior to the slipping of the Vessel.
2. The Owner shall permit the Slipway to be used for any other vessel or vessels at the same time as the Vessel if in the opinion of the Slipway Operator there is room on the Slipway for such other vessel or vessels.
3. The movements of the Vessel shall be conducted under the direction of the Slipway Operator whilst it is entering and leaving the slipway.
4. The Owner shall ensure that there is a sufficient number of officers and men on board the Vessel while being slipped on or launched from the Slipway for the purpose of assisting in putting the Vessel on and taking her off the Slipway and in assisting on board, and in shoring and blocking up the Vessel, and attending to such orders as may be given by the Slipway Operator, and if, in the opinion of the Slipway Operator, the number of officers and crew be insufficient, he may refuse to slip or unslip the Vessel until the Owner provides such additional officers and crew as the Slipway Operator considers necessary.
5. The Master or other person in charge of the Vessel whilst it is entering or leaving the Slipway or whilst it is in or upon the Slipway, shall attend to and obey the directions of the Slipway Operator as the case may be.
6. The officers and crew of the Vessel shall render such assistance as may be required by the Slipway Operator in connection with the slipping operations of the Vessel but such officers and crew shall not be deemed to be for any purpose in the service or employ of the Slipway Operator.
7. During the period between when a warp has been made fast to the Vessel by instruction of the Slipway Operator, the Vessel having been placed in position by and at the expense of the Master or Owner in line with the fairway and within six metres of the entrance of the of the Slipway, and until relieved by withdrawal of such warp the Vessel shall be held to be under the control of the Slipway Operator, whose directions must be implicitly and promptly obeyed.
8. The Owner shall ensure that the Vessel does not have any explosive material or any goods, which may have been declared to be dangerous goods in terms of the *Explosives Act 1957* or the *Dangerous Goods Act 1957* or any amendment thereof.
9. If the Vessel has been carrying as cargo any fuel oil, petroleum, petroleum oil, petroleum spirit, or other inflammable oil, a Certificate of Test shall be provided to the Slipway Operator prior to slipping.
10. No blasting (whether sand, grit, water or otherwise) and painting of any Vessel on the Slipway is to be done unless the prior written approval of the Slipway Operator has been obtained and such approval shall stipulate that the Vessel, nature of work, and time within which the work is to be completed.
11. **All steel hull vessels must be earthed to the slipway cradle prior to any shore powers being connected to the vessel.**

H. CONTROL OF VESSELS ON SLIPWAY

1. No cargo, fuel, water, ballast or any other weights on board a Vessel on the Slipway shall be shifted without the written permission of the Slipway Operator.

2. No sewage, garbage or refuse shall be left on the Slipway.
3. The Vessel shall not be broken up, lengthened or scuttled on the Slipway without the written consent of the Slipway Operator and then only upon such terms as the Slipway Operator may determine.

I. LIABILITY

1. The Slipway Operator, its servants or agents, shall not be liable whether in tort (including negligence), contract or otherwise for any costs claims, damages, expenses, liabilities or losses (including indirect or consequential losses) however arising during the period between presentation of the vessel for slipping and completion of unslipping. The Owner acknowledges and warrants by booking that it has Insurance cover for any loss it may suffer during the period between presentation of the Vessel for slipping and completion of unslipping. In the event that any proven liability whatsoever is found to be owed by the Slipway Operators, its servants or agents to the vessel or any person during the period between presentation of the Vessel for slipping and the completion of unslipping, then the Slipway Operator will only be liable for a maximum aggregate amount no greater than F\$500,000.00 (Five hundred thousand Fiji dollars).
2. When the Vessel is being slipped or unslipped or is on the Slipway, the Slipway Operator grants the use of such Slipway staff and such equipment as it may have available.
3. The Slipway Operator will provide bilge-blocks, but if any of them are allowed to go adrift or to be lost, broken or damaged, the same shall be made good by the Owner of the Vessel occasioning the loss or damage. Any alteration to the position of the Vessel on the Slipway, shifting or taking out of blocks, whether at the request of the Slipway Operator or the Owner, shall be at the sole risk of the Owner of the Vessel.
4. The Slipway Operator shall take all reasonable steps to ensure that any work required by this contract shall be completed as quickly as possible provided always that the Slipway Operator shall not be responsible for any delay whether arising through the fault of the Slipway Operator or from force majeure, Act of God, industrial action, or otherwise.
5. The Vessel shall at all times remain at the risk of the Owner who shall insure the same.

J. BERTHAGE

1. Berthage will be available at one of the berths owned by the Slipway Operator at times agreed to by prior agreement with the Slipway Operator.
2. A deposit of 100% of the anticipated fees shall be paid before access is granted. If said deposit has not been paid, and berthage has been accessed, and the Owner has not paid said for berthage on request, then the Slipway Operator will take redress as in E. (4) above.

K. MISCELLANEOUS PROVISIONS

1. This Agreement shall be interpreted and enforced in accordance with the Laws of the Republic of Fiji.
 - a. The expression "the Slipway Operator" shall mean South Sea Slipway Limited and its assigns. Any directions which the Slipway Operator may give in accordance herein may be given on behalf of the Slipway Operator by any employee of the Slipway Operator having apparent authority to make such directions on its behalf.
 - b. The expression 'the Owner' shall include the Owner of the Vessel or the Owner's agent and the person from time to time having command of the Vessel. If any person other than the Owner signs this Agreement, such person warrants that he has the authority to sign this agreement for the Owner.
2. The accommodation of crew or any other personnel on board the Vessel whilst the Vessel remains on the Slipway is strictly prohibited.
3. All Vessel crew will be attired at all times in a manner compliant with the Occupational Health and Safety Act 1997.

L. SCALE OF FEES

All charges are VAT exclusive.

1. Up and down fee - regardless of vessel size F\$ 900
2. Charge for time on the slip - for 24 hours or part thereof;
Under 25m LOA F\$600
Over 25m LOA F\$800

3. Default rate - as per paragraph C2 - if the vessel extends her time on the slip from that booked the following surcharges will apply;
First day - twice the daily rate
Second and subsequent days - three times the daily rate

M. EMERGENCY SLIPPING

1. Up and down F\$1800
2. Daily rate regardless of size F\$1600 and other charges as applicable



CONTRACT FOR SLIPWAY USE

P O Box 9
Suva

Phone +679 3302 045
Fax +679 3302 545

The undersigned as Owner/Agent/Master of the _____ apply for
the use of the South Sea Slipway.

Owner: _____ Date Required: _____

Address: _____ Days Required: _____

_____ Daily Rate: _____

_____ Agent's Order No. _____

VESSEL PARTICULARS:

LOA: _____ Keel length: _____

LBP: _____ Light Ship Displacement: _____

Extreme breadth: _____ Slipping Draft: Frd _____ Aft _____

CONTRACT DETAILS, WORK, ETC.

Copy of Docking Plan enclosed Yes/No
Copy of Hydrostatic Curves enclosed Yes/No
Deposit Cheque enclosed Yes/No Amount: _____

"The Owner/Agent/Master acknowledges that he has read and understands the Conditions of Slipping above, that he has arranged the insurance detailed in Clause I.(1) (and will forward a copy to South Sea Slipway Limited 48 hours prior to slipping), and that all the foregoing details are correct. The Agent agrees that (provided an Agent's Order No. is shown) in default of payment by the Owner within 20 days of rendering of any invoice, the Agent is liable for all charges debited to the Owner."

| |
|--|
| SCHEDULE OF CHARGES FOR GENERAL TARIFFS |
|--|

REPAIR BERTH AND SLIPWAY

Vat Exclusive

| | |
|---|---|
| Vessels requiring berth | \$8.50 per meter LOA per day |
| Fire hose and connection hose | \$37.00 per day |
| Connection & Disconnection Fee | \$35.00 per time |
| Security watchman extra security upon request | \$62.00 per day per man |
| Power & Equipment | 3Ø 63amps \$194/day 3Ø 32amps \$98/day 3Ø 10amps \$12/day |
| Shore power connection | \$35.00 per time |
| Shore power transformer 3Ø 63amps 220v | \$150/day |
| Fresh water supply hose | \$37.00 per time |
| Connection & Disconnection Fee | \$35.00 |
| Per Cubic meter (Local) | \$1.23 per m ³ |
| Per Cubic meter (overseas vessel) | \$3.68 per m ³ |
| Garbage disposal per skip | \$115 |
| Clean up (Penalty rate) | |
| Rate per man per hour | \$18.50 per hour |
| 'A' Frame Scaffolds - we don't have | \$50.00 per day |
| Gangway - we don't have | \$30.00 per day |
| Ladders - we don't have | \$8.00 per day |