



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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NAMIBIAN PORTS AUTHORITY

No. 96

2013

NAMPORT TARIFFS 2013

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SYNCROLIFT TARIFFS**Chapter 1****DEFINITIONS AND INTERPRETATION****1.1 GENERAL**

- 1.1.1 “the Act”
means the Namibian Ports Authority Act 1994 (Act No 2 of 1994); as amended.
- 1.1.2 “Namport”
means the Namibian Ports Authority established in terms of the Act.
- 1.1.3 “Port’s area of jurisdiction”
means the area of jurisdiction as defined in section 13 of the Act.

1.2 APPLICATION OF DUES AND CHARGES

The dues and charges set herein apply to the Port of Walvis Bay and the Port of Lüderitz with effect from 1 January 2013.

1.3 INTERPRETATION OF TERMS

1.3.1 “abnormal cargo” mean

1.3.1.1 any article with a mass in excess of 25 tons; and/or

1.3.1.2 any article with dimensions that exceed any of the following:

Length: 13,7 metres;

Width: 3,05 metres at the base and up to a height of 2,26 metres from the base, then tapering to 1,51 metres in width at the top;

Height: 2,87 metres; and shall be subject to the following:

- before abnormal cargo is discharged, arrangements must be made with Namport for storage on carriage;
- abnormal cargo is handled at the owners risk;
- should any additional or special equipment be required; additional charges will be levied in accordance with tariffs.

NOTE: Vehicles landed by the RO/RO method and driven under own power or towed from the port on own wheels are not regarded as abnormal cargo.

1.3.2 “cellular container vessel”

means a ship designed to carry cargo in ISO containers in custom designed container slots.

1.3.3 “bulk cargo”

means a homogeneous commodity in solid or liquid form discharged/shipped by means of grabs, filled buckets, filled baskets, pipeline, or bulk handling appliances direct into/from trucks and bulk storage facilities or onto/from vehicles, open spaces or other storage areas.

1.3.4 “dangerous cargo”

means commodities classified as such in terms of the IMDG Code (International Maritime Dangerous Goods code).

1.3.5 “EOHP”

means except as otherwise herein provided.

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1.3.6 “explosives”

means any commodity classified as such in terms of the Explosives Act, 1956 or in terms of the IMDG Code (International Maritime Dangerous Goods code).

1.3.7 “ordinary working hours” shall mean -

1.3.7.1 for marine services:

MONDAYS TO FRIDAYS (EXCEPT PUBLIC HOLIDAYS):
06H00 to 22H00

SATURDAYS (EXCEPT PUBLIC HOLIDAYS): 06H00 to
12H00

(All other times are overtime)

NOTE: For services rendered outside ordinary working hours refer to Chapter 3.

- 1.3.7.2 for cargo working:
MONDAYS TO FRIDAYS (EXCEPT PUBLIC HOLIDAYS):
07H00 to 12H00
13H00 to 17H00 (All other times are overtime)
NOTE: For services rendered outside ordinary working hours refer to clause 9.4.
- 1.3.8 “palletised cargo”
see sub clause 1.3.17.
- 1.3.9 “perishable cargo”
means cargo subject to rapid deterioration e.g. fish, fruit, vegetables, plants, meat, dairy products, eggs and other cargo requiring refrigeration.
- 1.3.10 “posting of ships”
means when notice of arrival of ships is given and posted in the harbour-revenue offices. Ships will be posted at the commencement of business of harbour-revenue offices on the day following the day of their arrival (except Saturdays, Sundays and public holidays).
- The Customer Service Centre will be open for business (except Saturdays, Sundays and public holidays) as follows:
MONDAYS TO FRIDAYS: 08H00 to 13H00
14H00 to 17H00
- 1.3.11 “Regulations”
means the Port Regulations for the Ports of Namibia.
- 1.3.12 “roll-on roll-off cargo or Ro-Ro”
means cargo moved from ship to shore and vice versa by means of vehicle or on own wheels over a fixed ship’s ramp. In order to qualify for Ro-Ro charges breakbulk cargo should remain unitised in terms of clause 1.3.17 throughout the handling process.
- 1.3.13 “ship’s stores”
means provisions for consumption by the crew and/passengers or articles for maintenance, propulsion and administration of the ship. (See note 4.7)
- 1.3.14 “small craft”
means a tug, fishing craft, whale catcher, launch, barge, lighter, rowing boat, ski boat, sailing boat, yacht or similar craft or a hulk of any of the craft enumerated.
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- 1.3.15 “ton” Unless the context otherwise indicates, shall mean a harbour ton i.e. 1,000kg or 1 cubic meter whichever yields the higher tonnage.
- 1.3.16 “unitised cargo”
means cargo landed/shipped on pallets, in paraweb slings, in containers other than ISO containers, in cages, slip sheeted cargo and tote bags, as well as CKD traffic and cargo strapped to platforms subject to the following requirements:
- Packages (units) must, as a minimum, equal 1,5 harbour tons or 1 000 kg if calculated on a harbour ton unit of 1 000 kg (excluding the pallet as such in respect of palletised cargo);

- Packages (units) must not exceed 4 000 kg in mass;
- Packages (units) must allow ready handling by means of wharf cranes and forklift trucks. They must be suitably strengthened to allow handling by these appliances and in respect of cases and platforms the forklift tunnels must be clearly indicated thereon;
- Packages (units) must remain intact throughout all handling and transport operations;
- Such consignments must be manifested, landed and tallied as units and the receipts must be issued for units. In addition, the type of package (unit) must be declared on landing/shipping/transshipping documents.

1.3.17 “SACU Region”
means the ports of the Southern African Customs Union Member States, i.e. from the Port of Richards Bay to the Port of Walvis Bay.

1.3.18 “Cargo Working”
means vessels calling for the sole purpose of landing, shipping or transshipping of cargo, which includes the opening of hatches, lashing/unlashing and trimming and surveying of the cargo and draft.

1.3.19 “Gang”
A gang constitutes all the labour and/equipment (excluding cranes) required to facilitate shoreside shipping/landing activities and will not exceed eight persons.

1.4 MINIMUM CHARGES

The minimum charge for services specified is for one harbour ton of cargo. Fractions of a metric ton, kilolitre or cubic metre on consignments exceeding one harbour ton are levelled up to the next higher hundred kilograms, hundred litres or hundred cubic decimetres, e.g. 9,768 metric tons is levelled up to 9,8 metric tons, 3,528 kl is levelled up to 3,6 kl and 2,005 cubic metres is levelled up to 2,1 cubic metres.

NOTE: Storage charges on consignments under one harbour ton are calculated on the tonnage levelled to the next 100 kg or 100 cubic decimetres, viz. 695 kg or cubic dm are levelled up to 0,7 ton. Base Tariff on consignments of less than 1 000 kg on which the minimum value per ton for The Base Tariff purposes is applicable, is calculated on the tonnage levelled up to the next 100 kg, e.g. 465 kg becomes 0,5 ton multiplied by the prescribed value per ton.

1.5 LEVELLING OF CHARGES

In the final amount of each due or charge a fraction of a cent shall be rounded up to a complete cent.

1.6 NAMPORT TARIFF BOOK

Copies of the Namport Tariff Book are obtainable from the Customer Service Centre or on direct application to the Executive: Marketing & Strategic Business Development, Namport, P. O. Box 361, Walvis Bay, Namibia or Namport’s website: www.namport.com

1.7 SPECIAL SERVICES

1.7.1 Charges are not raised for services performed for the convenience of the port.

1.7.2 Charges for the use of appliances and for services not provided for in this tariff book shall be quoted on application.

1.8 ALTERATION OF DUES AND CHARGES

Namport may amend dues and charges in terms of this Tariff at any time with prior notification, EOHP. The Chief Executive Officer of the Namibian Ports Authority or his/her delegated official may negotiate contract rates and discounts on tariffs.

1.9 VALUE ADDED TAX

Value added Tax (VAT) of 15% is applicable on all services as stipulated per the VAT Act of 2000 and will be added to this Tariff.

1.10 CURRENCY

All the tariffs as stipulated in the Tariff Book are denoted in Namibian Dollars (N\$).

1.11 CORRIDOR TRAFFIC

All cargo imported and exported via the Port of Walvis Bay or the Port of Lüderitz which is consigned to or exported from a private person, business or company origin or destination from or to the following countries: Angola, Botswana, Democratic Republic of the Congo, South Africa, Zambia, Zimbabwe and Malawi shall be deemed to be corridor traffic.

1.12 INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE (ISPS CODE)

The International Ship and Port Facility Security Code (ISPS Code) is a code agreed between members of the signatures to the International Convention for the Safety of Life at Sea (SOLAS) on minimum security arrangements for ships, ports and Coast Guard agencies. The Code was introduced by the International Maritime Organization (IMO), the overseer of the original SOLAS agreement, in the wake of fears of terrorist attacks on ships and ports after the September 11 terrorist attacks. The code was agreed at a meeting of the 108 signatories to the original convention in London in December 2002. The measures agreed under the code were brought into force on July 1, 2004. The code does not specify specific measures that each port and ship must take to ensure the safety of the facility against terrorism because of the many different types and sizes of these facilities. Instead it outlines "a standardized, consistent framework for evaluating risk, enabling governments to offset changes in threat with changes in vulnerability for ships and port facilities".

1.13 DISCLAIMER

The Namibian Ports Authority can not assure that the Tariff Book is free of errors or omissions and will therefore not be liable for any loss or damage arising from such errors and omissions.

1.14 CASH HANDLING FEE

The Namibian Ports Authority will charge a cash handling fee of N\$ 11.00 on every N\$1,000.00 handled.

1.15 OVERDUE ACCOUNTS/INTEREST

The Namibian Ports Authority charges interest of prime plus 2% on all overdue accounts.

Chapter 2**PORT, LIGHT AND BERTH DUES ON SHIPS****2.1 PORT DUES****2.1.1 Ships liable to pay Port Dues**

- a. All ships while in port limits;
- b. Newly built ships, from the time of launching, except when fitting out at a private jetty, in which case port dues will commence from the time sea trials are held, until handed over to the owner, and
- c. Ships leaving port limits for engine trials, etc. after repairs, and not visiting another port, from the time of first entering port limits until final departure.

2.1.2 Exemptions from Port Dues

- a. Vessels belonging to Nampol, SRIN and the Namibian Defence Force;
- b. Small craft licensed by Namport while not berthed at a commercial berth, jetty or quay belonging to Namport;
- c. Pleasure craft not used for gain of whatever nature while not berthed at a commercial berth, jetty or quay belonging to Namport;
- d. Vessels at anchor will be charged 25% on Port Dues.
- e. Vessels calling for bunkers, ship stores and water or vessels in port for less than 12 hours will qualify for a 15 % rebate on Port dues.

2.1.3 Port Dues: Rates

Port Dues are payable as follows:

All vessels: Basic charge per 100 gross tonnage or part thereof per call	113.00
PLUS per 100 gross tonnage or part thereof per 6 hour period or part thereof	10.00

2.2. LIGHT DUES

2.2.1 Vessels liable to pay Light Dues
All vessels, except when exempted.

2.2.2. Exemptions from Light Dues

- a. Vessels belonging to Nampol, SRIN and the Namibian Defence Force;
- b. Pleasure craft used solely for pleasure purposes and not for gain of whatever nature.

2.2.3 Light Dues: Rates

Small craft licensed by Namport, at the port where Licensed, whether a license charge is payable or not, including small craft, the owner of which cannot furnish satisfactory proof of the gross tonnage: per Metre or part thereof of the length overall per calendar year or part thereof, ending 31 December	16.00
All other ships: First 12 calls: per 100 GT per vessel call, per service, Thereafter: per 100 GT per call	71.00 21.00

NOTE:

- a) *The first 12 calls will be calculated as from 1 January 2013 ending 31 December 2013.*
- b) *Light dues will be charged at the first port of call in Namibia, but will be exempted at the second port of call in Namibia if a valid Light Dues Certificate is presented from the first Namibian port of call on a single voyage.*

2.3 BERTH DUES

2.3.1. Vessels liable to pay berth dues

All vessels occupying a berth or mooring belonging to Namport, except when exempted.

2.3.2 Exemptions from berth dues

- a. Vessels will be exempted from berth dues for the actual period physically landing, shipping or transshipping cargo. Vessels landing, shipping or transshipping cargo and not engaging Namport labour or equipment will be charged full berth dues unless proof of the actual working hours for the above activities is supported by:
 - i) Tallies or stevedore worksheets presented to the Customer Service Centre;
 - ii) Statement of facts will be required to verify cessation of cargo.
- b. Vessels calling for the primary purpose of landing, shipping or transshipping cargo are allowed a free period of three cargo working hours on arrival and three cargo working hours after cessation of cargo working per call;(addition)

- c. Vessels belonging to Nampol, SRIN and Namibian Defence Force.
- d. Vessels calling for the primary purpose of taking in bunkers, stores and water are exempted for a period of 24 hours; where after the full tariff is charged.
- e. Vessels calling for the primary purpose of obtaining medical assistance are exempted for a period of 24 hours; where after the full tariff is charged.
- f. Passenger ships and cruise liners on normal business are exempted for a period of 24 hours, where after 50% of normal tariff will be applicable.
- g. Vessels calling for the primary purpose of changing crew are exempted for a period of 12 hours; where after the full tariff is charged. Diamond mining vessels will be allowed 24 hours.
- h. Provided no alternative berth is available, vessels which are permitted to double or treble bank at the Port Captain's discretion and which are not engaged in cargo working or bunkering will qualify for a 50% rebate on Berth Dues.

Fishing vessels calling at the Port of Lüderitz for landing, shipping or transhipping of cargo are allowed a free period of 12 cargo working hours from arrival of the vessel, where after the full tariff is charged.

2.3.3 Berth dues: Rates

per 100 gross tonnes or part thereof per 6 hour period or part thereof	36.00
Small craft harbour per 30 minutes or part thereof	149.00
Permanent mooring buoy per 100 gross tonnes or part thereof per 12 hour period or part thereof	72.00

Port of Lüderitz

Wooden Jetty Per 100 gross tonnes per 24 hour period or part thereof	52.00
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2.3.4 Berthing Window charges

Berthing windows - where applicable - will be charged at rates defined in Clause 2.3.3 above.

Chapter 3

MARINE SERVICES

3.1 GENERAL

- 3.1.1 Damage to tug wires or ropes caused by sub standard leads is payable by the owner of the vessel causing such damage.
- 3.1.2 The type and number of craft allocated for a service is at the discretion of the Port Captain, whose decision is final.
- 3.1.3 During ordinary working hours, standby commences 30 minutes before notified time of service.

- 3.1.4 Outside ordinary working hours, standby commences one (1) hour before notified time of service.
- 3.1.5 For the purpose of this chapter, "craft" means:
- Large Tug: Propulsion power of 1500 KW and above (Ondjaba, Omanda and Onyati) - Onkoshi: Propulsion power of 2x1865 KW
 - Small Tug: Propulsion power of below 1500 KW (Flamingo, Pelican and Cormorant)
 - Launch: Egret and Woodpecker

3.2 TUGS/CRAFT ASSISTANCE AND/OR ATTENDANCE

The under mentioned charges are payable for craft assisting and/attending ships entering or leaving the port, shifting berth (including warping along the line of a wharf and shifting to and from a berth), per service, unless in Namport's sole discretion this constitutes special services as referred to in sub clause 1.7.1

GROSS TONNAGE

Up to 500 gross tonnes	2,208.00
501 to 1000 gross tonnes	3,183.00
1001 to 2000 gross tonnes	6,037.00
2001 to 10000 gross tonnes PLUS Per 100 gross tonnes or part thereof above 2000	6,337.00 125.00
10001 to 15000 gross tonnes PLUS Per 100 gross tonnes or part thereof above 10000	16,557.00 90.00
15001 to 20000 gross tonnes PLUS Per 100 gross tonnes or part thereof above 15000	21,040.00 75.00
20001 to 25000 gross tonnes PLUS Per 100 gross tonnes or part thereof above 20000	23,285.00 52.00
25001 to 30000 gross tonnes PLUS Per 100 gross tonnes or part thereof above 25000	23,617.00 33.00
Above 30000 gross tonnes PLUS Per 100 gross tonnes or part thereof above 30000	25,082.00 22.00

- NOTE:**
- a. *A surcharge of 25% is payable for a service either commencing or terminating outside ordinary working hours on weekdays and Saturdays or on Sundays and public holidays. (For calculation purposes overtime will be charged from Mondays to Fridays as from 22h00 until 0600 the next day, and from 12h00 on Saturdays, all day Sunday and until 06h00 the following Monday).*
 - b. *A surcharge of 50% is payable where additional craft is provided at the master's request.*
 - c. *A surcharge of 55% is payable where a ship without its own power is serviced by a Namport tug. Should an additional craft be provided on the request of the master to service such a ship, a 100% surcharge is payable.*

- d. *Should the request for a craft to remain/come on duty be cancelled at any time after standby has commenced, the charges are payable as if the service had been performed.*
- e. *A surcharge of 25% is payable when a ship arrives, departs or shifts 30 minutes or more after the notified time.*
- f. *Surcharges are calculated on the basic tariff and are cumulative.*

3.3 MISCELLANEOUS CRAFT SERVICES

- 3.3.1 The following charges are payable for craft rendering assistance and/attendance to oil rigs, towing of vessels from outside port limits and other services, except those provided for in Clause 3.2, calculated from the time the craft leaves its berth or from the time the services have been secured, until it returns to its berth or until it is diverted to other work.

For each craft during or outside ordinary working hours; per hour or part thereof:

Large tug	9,435.00
Small tug	3,234.00
Launch	1,465.00

NOTE:

- a. *If the service either terminates or commences outside ordinary working hours charges must be maintained for the actual service rendered, subject to a minimum of 2 hours per service.*
- b. If the request for a craft to remain/come on duty is cancelled at any time after standby has commenced, charges are maintained for the actual period that the craft remained on duty and shall be calculated for a minimum of 2 hours. Cancellation must be done in writing through Port Control on the designated cancellation form.
- c. If the service commences 30 minutes or more after the notified time, charges are calculated from the notified time for a minimum of 2 hours.
- d. If vessels moored or anchored inside port limits break lose from the said mooring and require craft assistance, miscellaneous craft assistance plus 50% surcharge is applicable.
- Port of Walvis Bay a minimum charge of N\$ 10,000 is payable.

NOTE: Mooring to be inspected yearly.

- 3.3.2 The following charges are payable when tugs remain/come on duty outside ordinary working hours for purpose of tanker fire watch and during or outside ordinary working hours or any other standby services, such as bad weather, for long uninterrupted periods:

Large Tug per hour or part thereof	5,575.00
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Small Tug per hour or part thereof	2,042.00
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- 3.3.3 When craft must perform services at other than homeports or other services of a special nature for long uninterrupted periods, charges are quoted by the Port Captain on application.
- 3.3.4 Namport reserves the right to claim a reward for salvage if the services rendered, constitute salvage.
- 3.3.5 The completion of form “Namport 95” (“Request for Tug Services of a Special Nature”) by the owner of the ship or his authorised representative and payment of a deposit to be determined by the Port Captain are prerequisites to the despatch of a craft. These formalities may be dispensed at the discretion of the Port Captain.

3.4 BERTHING SERVICES

The following charge is payable per service for the services of a berthing gang, including the conveyance for ships entering or leaving a port, shifting berth (including warping along the line of a wharf and shifting to or from the Syncrolift), undergoing engine trials, etc. re-mooring and crewing, berthing gang standing by or detained at ship’s request for similar purposes, with or without craft assisting or in attendance. The use of a berthing gang is compulsory during or outside normal working hours.

- 3.4.1 Per service, during or outside normal working hours calculated on gross tonnes:

Up to 500 gross tonnes	802.00
501-1,000 gross tonnes	1,444.00
1001-2,000 gross tonnes	1,926.00
2001 to 5,000 gross tonnes	2,407.00
5001 to 10,000 gross tonnes	2,887.00
10001 to 15,000 gross tonnes	3371.00
15,001 to 2,000 gross tonnes	3,852.00
20,001 to 25,000 gross tonnes	4,332.00
25,001 to 30,000 gross tonnes	4,815.00
30,001 to 40,000 gross tonnes	5,300.00
40,001 to 50,001 gross tonnes	5,773.00
50,000 to 60,000 gross tonnes	6,247.00
60,001 to 70,000 gross tonnes	6,721.00
70,001 to 80,000 gross tonnes	7,195.00
80,001 to 90,000 gross tonnes	7,669.00

NOTE:

- a. *If the request for a berthing gang to remain/come on duty be cancelled at any time after standby has commenced, the charges are payable as if the service had been performed.*
- b. *Unmooring and mooring of a vessel when shifting berth or warping along the line constitutes one service and charges must be maintained accordingly.*

- c. *A surcharge of 25% is payable when a ship arrives, departs or shifts 30 minutes or more after the notified time.*

3.5 PILOTAGE SERVICES

The charges for the service of a pilot are as follows (which include conveyance):

- 3.5.1 Per service (normal entering or leaving the port), during ordinary working hours calculated on gross tons

Up to 500 gross tonnes	2,060.00
From 501 up to 1,000 gross tonnes	3,131.00
From 1,001 up to 2,000 gross tonnes	3,328.00
From 2,001 up to 5,000 gross tonnes	3,562.00
From 5,001 up to 10,000 gross tonnes	5,848.00
From 1,0001 up to 15,000 gross tonnes	7,439.00
From 15,001 up to 20,000 gross tonnes	9,038.00
From 20,001 up to 25,000 gross tonnes	10,635.00
From 25,001 up to 30,000 gross tonnes	12,226.00
From 30,001 up to 40,000 gross tonnes	15,914.00
From 40,001 up to 50,000 gross tonnes	16,387.00
From 50,001 up to 60,000 gross tonnes	16,859.00
From 60,001 up to 70,000 gross tonnes	17,331.00
From 70,001 up to 80,000 gross tonnes	17,803.00
From 80,001 up to 90,000 gross tonnes	18,275.00

NOTE:

<i>a. If the pilotage service either terminates or commences outside the ordinary working hours defined in clause 1.3.7 the charges prescribed will be enhanced by</i>	2,255.00
<i>b. If the ship is not ready to be moved within 30 minutes, calculated from the notified time, or in cases where the service cannot be provided at the notified time the following charge per hour or part thereof is payable</i>	2,255.00
<i>c. If the request for a pilotage service is cancelled at any time after standby has commenced, the following charge is payable</i>	2,255.00
<i>d. If the pilotage service is cancelled once the pilot has boarded the vessel, the following charge per hour or part thereof is maintained for the actual period the pilot remains on board subject to a minimum of 2 hours</i>	2,255.00
<i>e. A reduction of 25% shall be allowed for vessels shifting from one berth to another utilising the services of a pilot</i>	

- 3.5.2 A Pilotage Exemption Certificate/Ferryman or Coxswain licences (valid from the date of issue until 31 December 2013).

PILOTAGE EXEMPTION CERTIFICATE

Vessels 1 - 30 metres in length	1,401.00
Vessels 31- 50 metres in length	2,335.00
Vessels between 51- 70 metres in length	4,668.00

NOTE:

- a. *If the Port Captain is satisfied that the master of a ship is competent to navigate such ship safely within the limits of that harbour without assistance of a pilot, he may -*
- i. *grant special permission to such master to navigate his ship as aforesaid on a specified occasion subject to charges levied in clause 3.5.1; or*
 - ii. *if the ship in question is not more than *70 metres in length overall, grant to such master standing permission in the form of a pilot exemption certificate or a licence as ferryman or coxswain, whichever is applicable, to navigate his ship as aforesaid during the period of validity of the licence.*
- b. *A Pilotage Exemption Certificate and Ferryman or Coxswain licence may be endorsed to cover all the ships belonging to the same company and which fall within the category covered by the licence. If a licence is extended to incorporate a larger ship, the applicable charges must be adjusted accordingly.*
- c. *A pilotage exemption certificate may be suspended or cancelled at any time by the port captain in the interest of safe, orderly, efficient and effective port working.*
- d. Endorsements will be issued at 25 % of pilotage exemption per endorsement. Limited to 5 endorsements per vessel

*Refers to Pilot exemption of 40 metres for the Port of Lüderitz.

3.6 LIGHTER SERVICES

Hire and conveyance of lighters to be quoted on request.

3.7 HIRE CHARGES, MISCELLANEOUS EQUIPMENT

The hire charge for dredgers and associated equipment is obtainable from Namport on request.

3.8 CHANNEL LEVY

Per metre of vessels length or part thereof for vessels entering/leaving the port for the reasons other than cargo working	10.00
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- a) Vessels with a length of less than 15 metres are exempted.
- b) Not applicable to the Port of Lüderitz.
- c) Sea trials for fishing vessels are exempted (Jetty to Jetty movement).

3.9 FRESH WATER SUPPLIED

3.9.1 Charges as follows:

Charge payable per kilolitre or part thereof for the supply of fresh water to ships at a wharf/jetty and for other users during or outside ordinary working hours	23.00
Subject to a minimum charge per vessel of	155.00

NOTE: The charge for water and electricity will be adjusted according to the municipal tariff increases without prior notice. (Vessels which are double or triple banked alongside shall qualify for a 50% rebate on the minimum charge, provided no separate connection is required)

3.9.2 Water supplied by a tug during or outside ordinary working hours is charged for as per clause 3.9.1 plus tug charges in terms of clause 3.3.1 & 3.3.2.

3.10 CRAFT LICENCES (AVAILABLE TO NAMIBIAN REGISTERED VESSELS ONLY)

Charges for craft licensed in terms of the Port Regulations, per calendar year ending 31 December or part thereof. Per metre of length overall or part thereof:

3.10.1 Ferry boats, fishing boats, launches, cruise passenger ferries, layed up vessels and hulks. (however propelled), per metre Maximum of 70 metres in length	98.00
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NOTE: If craft licensed in terms of 3.10.1 be withdrawn from service and laid up in the port for purposes other than overhaul, repair or seasonal lay up, the licence issued under this clause is regarded as having expired thirty days from the date of the craft's last entry into port, or 31 December 13, whichever is earlier, and port dues in accordance with clause 2.1.3 are payable.

3.11 PLEASURE CRAFT REGISTRATION FEES

3.11.1 Charges for the registration of pleasure craft in terms of the Regulations, each per calendar year or part thereof:

Rowing boats	66.00
Other craft of up to and including 6 metres in length overall	123.00
Other craft of over 6 metres in length overall	243.00

3.11.2 Visiting yachts and other visiting pleasure craft that are not engaged in trade and do not moor at a commercial berth are exempted from port and light dues for 30 days in port (calculated from the day of arrival up to and including the day of departure). If such craft remains in the port for a period in excess of 30 days, normal tariffs will apply.

NOTE:

- a. *Visiting yachts and other visiting pleasure craft berthed at a commercial berth are liable for port and berth dues in terms of clause 2.1.3. and 2.3.3.*
- b. *Pilotage service or accompaniment of the yacht under own power to/from a berth, where necessary, will be provided free of charge to visiting yachts at the Port Captain's discretion.*

- c. *Visiting yachts and other visiting pleasure craft returning to the same port within six months of date of departure shall continue to be subject to the charge levied on the date of sailing as provided for in clause 3.11.2.*
- d. *Visiting yachts and other visiting pleasure craft which berth at a private boat yard/jetty with access to the port will be liable for charges in terms of clause 3.11.2.*

3.12 COMBATING OF POLLUTION CHARGES

Pollution is the presence of substances in concentrations sufficient to interfere with the wellbeing of living organisms or with full use and enjoyment of property.

Type of pollution	Minor 1 – 10 kg or lt.	Medium 11- 50 kg or lt.	Major
3.12.1 Soil pollution	Spillage of 1 to 10 kg or 10 litres of a pollutant	Spillage of more than 10 kg or 10 litres but less than 50 kg or 50 litres of a pollutant	10 kg or 10 litres but less than 50 kg or 50 litres of a pollutant
	Cleanup cost subject to a minimum of N\$ 1,219.00	Cleanup cost subject to a minimum of N\$ 6,096.00	Cleanup cost subject to a minimum of N\$ 12,193.00
3.12.2 Water pollution	Spillage of 1 to or 10 litres of a pollutant	Spillage of more than 11 kg or 11 litres but less than 50 kg or 50 litres of a pollutant	Spillage of more than 50 kg or 50 litres of a pollutant
	Cleanup cost subject to a minimum charge of N\$ 12,192.00	Cleanup cost subject to a minimum charge of N\$ 60,964.00	Cleanup cost subject to a minimum charge of N\$ 121,927.00
3.12.3 Air pollution	Exceeded the limits of 1/50th of the threshold limit values (TLV's) for ordinary pollutants and 1/100th of the TLV for carcinogens as published by the Labour Act 6 of 1992 or international guidelines	Exceeded the limits of 1/25th of the threshold limit values (TLV's) for ordinary pollutants and 1/50th of the TLV for carcinogens as published by the Labour Act 6 of 1992 or international guidelines	Exceeded the limits of 1/12th of the threshold limit values (TLV's) for ordinary pollutants and 1/24th of the TLV for carcinogens as published by the Labour Act 6 of 1992 or international guidelines
	Cleanup cost subject to a minimum charge of N\$1,219.00	Cleanup cost subject to a minimum charge of N\$ 6,069.00	Cleanup cost subject to a minimum charge to N\$12,193.00
3.12.4 Protective surface pollution	Cleanup cost	Cleanup cost	Cleanup cost

NOTE:

- a. *All charges to be recovered from the party responsible for the pollution.*
- b. *Charges for any craft used in the combating operation shall be raised separately.*
- c. *Recurrence of the same incident caused by a specific company or individual more than three times may result in the withdrawal of its port entry permits and or operator's license.*

- d. *The clean up cost is in addition to the minimum charge.*

Chapter 4

BASE TARIFF

4.1 BASE TARIFF

The Base Tariff on cargo i.e. all commodities, articles, things or containers is levied where there are wharves or jetties belonging to or controlled and managed by Namport.

4.2 FISH AND FISH PRODUCTS (Breakbulk)

4.2.1 Imported

All fish imported per ton of a 1000 kg	23.00
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4.2.2 Exported

Horse Mackerel and bait per ton of a 1000 kg	39.00
Hake fillets per ton of a 1000 kg	191.00
Hake not filleted per ton of a 1000 kg	126.00
Horse Mackerel fillets per ton of a 1000 kg	75.00
Other fish fillets per ton of a 1000 kg	250.00
Other fish not filleted per ton of a 1000 kg	191.00
Molluscs, Crustaceans, Crab, Lobster and Prawns per ton of a 1000 kg	250.00

4.2.3 Transhipped

4.2.3.1 Direct Transhipment (without touching the quay)

Horse Mackerel and bait per ton of a 1000kg	18.00
Hake fillets per ton of a 1000 kg	87.00
Hake not filleted per ton of a 1000kg	58.00
Other fish fillets per ton of a 1000 kg	116.00
Other fish not filleted per ton of a 1000 kg	87.00
Molluscs, Crustaceans, Crab, Lobster and Prawns per ton of a 1000 kg	116.00

4.2.3.2 Indirect Transhipment

Horse Mackerel and bait per ton of a 1000kg	41.00
Hake fillets per ton of a 1000 kg	113.00
Hake not filleted per ton of a 1000kg	84.00
Other fish fillets per ton of a 1000 kg	142.00
Other fish not filleted per ton of a 1000 kg	113.00
Molluscs, Crustaceans, Crab, Lobster and Prawns per ton of a 1000 kg	142.00

NOTE:

- a) *Fishmeal and canned fish will be regarded as cargo E.O.H.P.*
- b) *Fish when transhipped at anchor within port limits, which is subject to the written permission of the Port Captain or his representative, is allowed a reduction of 65% of the charges as set out in clause 4.2.3.1.*
- c) *Fish transhipped will only be considered as transshipment when a sales agreement already exists at the time of landing. The full consignment landed must be shipped in the same format and condition as landed within one month. If the format, condition, value or method of shipment change, the consignment will be treated as landed and shipped and the charges specified in clause 4.2.1 and 4.2.2 will be applicable, i.e. repacking or other value adding between landing and shipping disqualifies the cargo of its transshipment status.*
- d) *Ice in bins will be exempted from Base Tariff in the Port of Lüderitz.*

4.3 GENERAL CARGO, LIQUIDS AND BULK CARGO

4.3.1 General Cargo

Type of Commodity	Rate per ton or part thereof of a 1,000 Kg
Aircraft/Glider	312.00
Alcoholic Products	312.00
Aluminium	312.00
Animal	46.00
Books	312.00
Building Materials	22.00
Butter	192.00
Canned Fish	76.00
Cans And Lids	150.00
Casings	296.00
Cement	31.00
Cheese	192.00
Chemicals	137.00
Cigars & Cigarettes	150.00
Clothing/Textiles	312.00
Coffee	312.00
Copper	212.00
Crown Caps	286.00
Dangerous Cargo	182.00
Diamond Gravel	19.00
Electrical Equipment	150.00
Empty Bags	150.00
Exhibition Goods	52.00
Fertilizer	59.00
Fishmeal	59.00
Fish oil	21.00
Flat Cartons	160.00

Foodstuff	312.00
Footwear	312.00
Glass & Glass Products	244.00
Grain	29.00
Granite	22.00
Guano	70.00
Hardware & Tools	312.00
Household & Personal Effects	312.00
Ice	14.00
Iron Pipe & Fittings	312.00
Machinery	312.00
Maize	29.00
Malt	66.00
Marble	29.00
Meat	198.00
Milk powder 9	2.00
Non-alcoholic products	148.00
Ore Concentrate	150.00
Paint	274.00
Paper & Paper Products	22.00
Petroleum products (per kilolitre)	25.00
Plastic	253.00
Rice	150.00
Rubber products	146.00
Salt	19.00
Ships Spares/Stores	171.00
Soda Ash	150.00
Sodium Fluoride	117.00
Sodium Cyanide	150.00
Sodium Sulphide	205.00
Spare Parts (for motor vehicles, machinery, etc)	117.00
Spirits	150.00
Steel	205.00
Sugar	22.00
Telecommunications Equipment	198.00
Tomato Paste	205.00
Tyres	154.00
Vegetable Oil	22.00
Vehicle Components	221.00
Vehicles	312.00
Wheat Products	31.00
Wooden Products	58.00
Tariffs for all other commodities will be quoted on request.	

4.4 PASSENGER FEES

Charge per passenger, as per cruise liner passenger list	27.00
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4.5 TRANSHIPMENT CARGO (EXCLUDING FISH AND CONTAINERS)

All cargo per ton	102.00
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4.6 EXEMPTIONS FROM A BASE TARIFF

- Naval and military baggage.
- Bullion and specie.
- Empty returns, provided a certificate is given to the effect that they are being returned to the original sender for refilling.
- Bunkers, water and stores for consumption by the vessel and the vessel's crew to which it is supplied. Ship spares for the maintenance and repair of the vessel itself, including any machinery of the vessel, which is required by the vessel to carry out its main function, fishing gear or parts thereof.
- Ship stores delivered to Namibian owned and or Namibian registered vessels by Namport authorised launch services.

NOTE:

Ship's stores handled by a 3rd party shall be regarded as cargo.

Bait will be regarded as cargo EOHP.

Packing Material and Flat Cartons will be regarded as cargo.

- *Cargo landed in error.*
- *Cargo landed/shipped at private jetties when exempted by special agreement.*
- *Steel placed on board ships for repairs whilst ship remains in port and remnants or unused steel subsequently discharged including scrap.*
- *Paintings, sculptures, ceramics, other works of art and stamps temporarily imported. A signed certificate must be furnished by a responsible and duly authorised person in charge of the art gallery or exhibition to the effect that the articles are being imported for public exhibition and that they will be returned to the original sender.*
- *Sporting equipment including boats, yachts, cars, gliders, etc. imported for international competitions and re-exported within two months on completion of the event/s. Vehicles cleared at customs with a "Carnet de Passage" will be exempted for one year and must be exported at the same port of entry.*
- *Where concentrates are imported from a foreign country for the sole purpose of refining whereafter the refined product is exported, the export product can, on application by the exporter, be exempted from the payment of a base tariff for an amount equal to that on which a base tariff was paid on importation of the concentrates.*

Chapter 5

HIRE OF WHARF CRANES

5.1 HIRE OF CRANES

The charges for the use of wharf cranes, including crane drivers' services, during ordinary working hours, are as follows for each crane per hour or part thereof:

With a lifting capacity of up to 4 tons (4 000 kg)	449.00
With a lifting capacity of 10 tons (10 000 kg)	519.00
With a lifting capacity of 15 tons (15 000 kg)	712.00
With a lifting capacity of 60 tons (60 000 kg)	2,507.00
With a lifting capacity of 80 tons (80 000kg)	3,596.00
With a lifting capacity of 100 tons (100 000 kg)	4,173.00
With a lifting capacity of 140 tons (140 000 kg)	6,677.00

The charges for the use of wharf cranes, including crane drivers' services, during ordinary working hours, are as follows for each crane per container (Applicable to container vessels only).

All cargo irrespective of contents, per 6 m/20'	162.00
All cargo irrespective of contents, per 12m/40'	204.00
All cargo irrespective of content, per 13,7m /45'	245.00

NOTE:

- a. *The availability of a crane with a specific lifting capacity or reach is not guaranteed.*
- b. *The minimum period for which a mobile crane hire is payable is two hours.*
- c. *When a wharf crane is hired intermittently for several periods during normal working hours on one day by the same hirer, each period is subject to the minimum of 2 hours. (1hour applicable to the fishing industry Lüderitz). The total number of hours charged in any such day shall not exceed the total number of actual hours for the entire period, calculated from the beginning of the first period until the end of the last period.*
- d. *Crane hire charges are not payable for lifting stevedoring equipment when the crane used is on hire to the ship concerned, provided the prescribed declaration and indemnification is completed, signed and returned to Namport forthwith.*
- e. *Crane hire charges are payable from the time the crane is ordered or from the time it is allocated to the ship, whichever is the later, until the time that the hire is terminated. When work is suspended on discretion of the cargo supervisor owing to a power failure or as a result of wind or cranes becoming defective as a result of a mechanical or electrical defect, and such crane is not replaced by another crane, crane hire, labour or standby charges for the crane drivers are not payable when the period of stoppage is one hour or more (consecutive and not accumulative). As a result of the above stevedores standing by charges for the stoppage period are claimable against Namport.*

This clause should be read in conjunction with clause 9.4. Crane hire charges are payable during all other periods where work is suspended, irrespective of the reason for the stoppage.

- f. *Where cranes are provided, the master of every ship shall use the cranes for loading or unloading and shall pay according to the prescribed tariff. The Executive: Operations may, at his or her discretion, grant permission for the ships own deck appliances to be used. Such permission shall be subject to the condition that the prescribed tariff be paid for the crane that would have been utilised, provided such a crane is available if demanded.*

Chapter 6

LANDING AND SHIPPING OF CARGO

(This Chapter must be read in conjunction with Clause 1.4)

6.1 LANDING CHARGES

For receiving the cargo from the ship, giving the master a receipt, stacking in warehouse or on open spaces at the berth where landed and loading into trucks or on vehicles, or, receipt of the cargo direct into trucks or on vehicles, the following charges for the types of cargo specified, are payable:

6.1.1 General Cargo

Palletised and unitised cargo, as well as Ro-Ro cargo per ton	51.00
Animals per head	45.00
<i>NOTE:</i>	
<i>Charges on small animals landed or large numbers of animals landed as well as animals landed under walk on/walk off conditions will be quoted by the Executive: Marketing & Strategic Business Development /Manager: Sales & Services on application.</i>	
Timber, iron and steel, etc., not bundled or packaged and glass, per ton	80.00
Abnormal cargo, per ton	65.00
Dangerous cargo or other hazardous cargo, per ton	80.00
<i>NOTE:</i>	
<i>In addition to the penalties provided for by law, double the above charges are payable when the requirements of the Regulations are not complied with and the Manager: Cargo Services orders that the explosives or other hazardous cargo be placed back on the ship from which it was landed</i>	
Cargo, EOHP, per ton	57.00

NOTE: Cargo handled to and from the Rubb Halls farm will attract haulages charges as per clause 9.6

6.1.2 Bulk cargo received direct into trucks/road vehicles, per ton

Liquids discharged direct into tank trucks, road tankers and portable tanks by means of a connecting pipe	31.00
<i>NOTE</i> <i>Liquids in bulk discharged direct into private storage installations are exempted from landing charges</i>	

<i>Bulk cargo discharged directly into road and rail trucks</i>	46.00
<i>NOTE: Namport will not accept responsibility for incorrect tonnages, as no means exist to determine the mass of bulk cargo.</i>	

6.1.3 Vehicles emanating from foreign countries.

The following charges, which exclude a Base Tariff, are payable per vehicle, only when vehicles are discharged by means of the roll-on roll-off method, i.e. the vehicles must be on own rubber wheels discharged by means of a fixed ship's ramp and be driven under their own power from the place of stow to the place of rest. (Vehicles discharged by any other means are regarded as general cargo, EOHP)

Motor cars, station wagons, combis, panel vans, light commercial vehicles, including pick up trucks (bakkies), tractors, motor cycles and motor scooters - per unit	245.00
Lorries, truck and bus chassis, fork lift trucks, front-end loaders, graders, dump trucks and mobile cranes - per unit:	
- not exceeding 5 000kg	390.00
- exceeding 5 000kg	513.00

6.1.4 Vehicles, craft and equipment for sporting events.

Special conditions may apply and charges will be quoted on application for craft/vehicles and equipment landed for sporting events or received back after participation and taken delivery of by the owner or his agent.

NOTE:

No charge will be raised on craft landed directly into the water by means of ship's gear.

6.1.5 Corridor cargo (Landing and Base Tariff)

1 ton = 1000kg

Bulk Cargo, per ton	109.00
Breakbulk Cargo, per ton	109.00
Abnormal Cargo	151.00
Dangerous Cargo or other Hazardous Cargo per ton	171.00
6m / 20' Containers, per container	2,365.00
12m / 40' Containers, per container	4,254.00
13.7m/45' Container, per container	5,498.00

Abnormal Containers

6m/20' Containers	3,735.00
12m/40' Containers	4,798.00
13.7m/45' Containers	6,028.00

IMDG Containers (All Classes)

6m/20' Containers	3,735.00
12m/40' Containers	4,798.00
13.7m/45' Containers	6,028.00

NOTE: Vehicles 2 x length

6.1.6 Miscellaneous cargo

Remnants of unused steel for repairing ships in port and subsequently discharged onto a wharf, including scrap, shall be regarded for purposes of charges as cargo landed, but shall be exempted from the payment of a Base Tariff.

6.2 SHIPPING CHARGES

6.2.1 General Cargo

For receiving the cargo at the port by rail or road, stacking in warehouses or on open spaces at the berth of shipment, placing in the slings or other appliances provided by the ship (also direct ex rail truck or road vehicle) and obtaining a receipt from the master, the following charges for the types of cargo specified, are payable:

Palletised and unitised cargo, as well as Ro-Ro cargo, per ton	51.00
Animals per head	45.00

NOTE:

Charges on small animals shipped or large numbers of animals walk on/ walk off conditions will be quoted by the Executive: Marketing & Strategic Business Development/Executive: Operations on application.

Timber, iron and steel, etc. not bundled or packaged and glass, per ton	80.00
Abnormal cargo, per ton	65.00
Explosive cargo or other hazardous cargo, per ton	187.00
Cargo, EOHP, per ton	60.00

6.2.2 Bulk cargo

For receiving the cargo by rail or road and the shipping thereof directly by means of grabs or for receiving buckets or other containers loaded with the cargo and shipping directly from trucks/vehicles, per ton	46.00
For receiving the cargo by rail or road and the shipping thereof from the trucks/vehicles by buckets or other containers, including the filling thereof, per ton	60.00
Liquids and other bulk cargo shipped direct from tank trucks, road tankers, tank farms and portable tanks by means of a connecting pipe, per ton	31.00

NOTE:

Bulk liquids shipped direct from private storage installations are exempted from shipping charges.

6.2.3 Vehicles destined for foreign countries

The following charges, which exclude a Base Tariff, are payable per vehicle only when vehicles are shipped by means of the roll-on roll-off method, i.e. the vehicles must be on own rubber wheels and shipped by means of a fixed ship's ramp and be driven under their own power from the place of rest to the place of stow. (Vehicles shipped by any other means are regarded as general cargo, EOHP.)

Motor cars, station wagons, combis, panel vans, light commercial vehicles (bakkies), tractors, motor cycles and motor scooters - per unit	235.00
Lorries, truck and bus chassis, fork lift trucks, front-end loaders, graders, dump trucks and mobile cranes - per unit	
- not exceeding 5 000kg	363.00
- exceeding 5 000kg	475.00

6.2.4 Vehicles, craft and equipment for sporting events

Special conditions may apply and charges will be quoted on application for craft/vehicles and equipment shipped for participation in sporting events.

NOTE:

No charge will be raised on craft shipped direct from the water by means of ship's gear.

6.2.5 Corridor cargo (Shipping and Base Tariff)

1ton = 1000kg

Bulk Cargo, per ton	109.00
Breakbulk Cargo, per ton	109.00
Abnormal Cargo	151.00
Dangerous Cargo or other Hazardous Cargo per ton	171.00
6m/20' Containers, per container	2,365.00
12m/40' Containers, per container	4,254.00
13.7m/45' Container, per container	5,498.00

Abnormal Containers

6m/20' Containers	3,735.00
12m/40' Containers	4,798.00
13.7m/45' Containers	6,028.00

IMDG Containers (All Classes)

6m/20' Containers	3,735.00
12m/40' Containers	4,798.00
13.7m/45' Containers	6,028.00

NOTE:

Vehicles 2 x length

6.2.6 Miscellaneous cargo

Steel placed on board ships for repairs whilst ship remains in port shall for the purpose of charges be regarded as cargo shipped, but shall be exempted from payment of a Base Tariff.

6.3 TRANSHIPMENT

6.3.1 Indirect Transhipment

Palletised and unitised cargo as well as Ro-Ro cargo per ton	99.00
Fish products per ton	99.00

Chapter 7

RENT, STORAGE AND DEMURRAGE

7.1 SITE RENT

The following charges are payable for the short term rental of a designated area (of space) in the port away from cargo working berths, if available, to a party on request.

Per week, per square metre	7.00
Minimum	148.00
Per month, per square metre	21.00
Minimum	246.00
Deterrent charge, per month, per square metre	74.00
Minimum	636.00

7.2 STORAGE OF CARGO LANDED

7.2.1 The following storage charges are levied on cargo for which orders have not been presented and accepted before the closing time of the customer care centre on the third day (excluding Saturdays, Sundays and public holidays) of notice having been given and posted in Namport's office that the ship has arrived (the day of posting of the ship counting as the first day):

Outside storage, per harbour ton, per day	16.00
Inside Storage, per harbour ton, per day	29.00

NOTE:

- a. *These charges are payable until clearance is effected, or as in (b) below.*
- b. No obligation rests with Namport to deliver uncleared cargo to the State Warehouse until so requested by Customs, and storage charges shall continue to apply up to and including the day the cargo is loaded for despatch to the State Warehouse or up to and including the day on which the cargo is ordered to the State Warehouse by Customs, whichever is the earlier. Where consignments are state warehoused in a Namport shed, storage charges are payable up to and including the day the cargo is

cleared, or up to and including the day on which the Customs release (form NA68 -Application for Delivery of Goods Ex State Warehouse), is presented to the harbour-revenue office, whichever day is later.

- c. Where state warehoused cargo is cleared from the State Warehouse or a wharf shed the Customs release (form NA68 -Application for Delivery of Goods Ex State Warehouse) must be attached to the landing order when presented for acceptance at the harbour-revenue office.
- d. Where cargo is detained by the ship owner, or if a “sight” order is accepted, the charges are payable (other than in the case of cargo ordered to the Customs Examination Hall) until Namport is placed in a position to deliver the cargo.
- e. Where cargo is detained for customs purposes or by the plant inspector or by the health inspector (other than “sight” orders), Clause 7.2.2 shall apply whether the importer is responsible or not.

7.2.2 The following storage charges per m², per day, are payable in the instances quoted hereunder.

Outside storage	16.00
Inside storage	29.00

- 7.2.2.1 A free period of three days (excluding Saturdays, Sundays and public holidays) is allowed for shipment of cargo calculated from the day after the day of receipt of the cargo in the harbour.
- 7.2.2.2 Storage charges will be payable per m², per day on cargo off-loaded, shut-out, withdrawn from shipment and subsequently disposed of other than by shipment, calculated from the day of receipt of the cargo.
- 7.2.2.3 Storage charges on cargo landed, cleared and stored pending upliftment, are payable on the m², on hand at the end of each day on any consignment or portion thereof calculated from whichever day is the later of the following until the whole of the consignment is removed
 - The fifth day (excluding Saturdays, Sundays and public holidays) calculated from the day on which the ship was posted as having arrived, or
 - the second day (excluding Saturdays, Sundays and public holidays) calculated from the day on which the landing order was accepted; or
 - the second day (excluding Saturdays, Sundays and public Holidays) calculated from the day on which the cargo was available and ready for upliftment with due regard to Note (d) under Clause 7.2.1.

- 7.2.2.4 Storage charges on cargo transhipped will be calculated from the tenth day (excluding Saturdays, Sundays and Public holidays) after the day of posting of the discharging ship up to and including the day the on-carrying ship commences working per m², per day.
- 7.2.2.5 Long-term storage inside and outside will be quoted on application to the Executive: Marketing & Strategic Business Development.

Chapter 8

CONTAINER HANDLING

8.1 DEFINITIONS AND RULES

- 8.1.1 “container” means an article of transport conforming to ISO standard 668 latest edition for 1A, 1AA, 1C and 1CC containers.
- 8.1.2 “abnormal” means any container not complying with the specifications referred to in Clause 8.1.3 or which cannot be readily handled by means of standard container handling equipment. Special arrangement must be made with Nampont for the handling of such containers.

- 8.1.3 “ISO Standard 668” means :

SIZE	L	W	H	MAX	MASS Kilogram
45'	13.7m	13716	2438	2438	30480
45'	13.7m	13716	2438	2591	30480
40'	12m	12192	2438	2438	30480
40'	12m	12192	2438	2591	30480
20'	6m	6058	2438	2348	24000
20'	6m	6058	2438	2591	24000

High cube containers: The above dimensions but with a height of 2896mm.

The maximum mass reflected is conditional on the container being plate rated to carry mass.

- 8.1.4 “container terminal” means an area especially set-aside in the port for the handling of containers by specialised equipment.
- 8.1.5 “worksheet” means the document compiled in accordance with the ship working plan and which shows the sequence in which containers are planned to be handled.
- 8.1.6 “restow”
- “indirect restow” means the movement of a container from a position on a ship to another position on the same ship, the container being temporarily placed on the ground.
- “direct restow” means the movement of a container from a position on a ship to another position on the same ship, without the container touching the quay or jetty.

8.1.7 “ Abnormal/Out of Gauge Container”

Any container which contains cargo of which the dimensions exceeds any of the external dimensions of the container in or on which it is carried, or any container which cannot be handled by means of standard container handling equipment; such containers are handled at owners risk. This includes ISO standard containers that have been damaged and consequently cannot be handled by means of standard container handling equipment.

8.2 **TERMINAL HANDLING AT THE CONTAINER TERMINAL**

The following services are covered:

- Acceptance/delivery of the container at the terminal;
- Stacking/Destacking, making reefer connections and monitoring;
- Conveyance between the stack and ship.

NOTE:

- a. *The transport of containers within harbour boundaries, including to and from the State Warehouse will be undertaken by Namport and charged for as per Clause 8.2.4*

8.2.1 Containers landed/shipped

6m/20' Containers	4,125.00
12m/40' Containers	5,499.00
13.7m/45' Containers	7,681.00

IMDG Containers (All Classes)

6m/20' Containers	4,693.00
12m/40' Containers	6,629.00
13.7m/45' Containers	8,522.00

Abnormal Containers

6m/20' Containers	4,693.00
12m/40' Containers	6,629.00
13.7m/45' Containers	8,522.00

Ports within the SACU Region

6m/20' Containers	1,383.00
12m/40' Containers	2,120.00
13.7m/45' Containers	3,292.00

Low value commodities (Salt, Guano, Marble & Granite)

6m/20' Containers	3,171.00
12m/40' Containers	4,221.00
13.7m/45' Containers	6,024.00

8.2.2 Containers Transhipped

The following charges (which include a Base Tariff but exclude the conveyance from one berth to another) and the surcharges as per clause 8.2.3 are payable per container.

6m/20' Containers	1,638.00
12m/40' Containers	2,580.00
13.7m/45' Containers	3,053.00

IMDG Containers (All Classes)

6m/20' Containers	2,776.00
12m/40' Containers	4,374.00
13.7m/45' Containers	4,879.00

Abnormal Containers

6m/20' Containers	2,776.00
12m/40' Containers	4,374.00
13.7m/45' Containers	4,879.00

8.2.3 Surcharges

8.2.3.1 Reefer and ventilated containers moved via the reefer area per movement

6m/20' Containers	409.00
12m/40' Containers	825.00
13.7m/45' Containers	1,136.00

8.2.4 Transport of Containers within harbour boundaries per movement

6m/20' Containers	339.00
12m/40' Containers	511.00
13.7m/45' Containers	682.00

8.2.5 Transport of containers to or from clients - Port of Lüderitz (Outside harbour boundaries)

6m/20' Container	459.00
12m/40' Container	690.00
13.7m/45' Container	733.00

NOTE:

Should the service be required just for the lifting of a container or moving a container from cold store to cold store the following will apply. Handling is excluded and will be charged for in line with equipment used.

6m/20' Container	319.00
12m/ 40' Container	451.00
13.7m/45' Container	484.00

8.3 MISCELLANEOUS CHARGES

8.3.1 Restowage

Direct Restows

6m/20' Containers	307.00
12m/40' Containers	464.00
13.7m/45 Containers	1,064.00

Indirect Restows

The charges payable are as follows:

6m/ 20' Containers	1,236.00
12m/40' Containers	1,725.00
Reefer	1,679.00
13.7m/45' Containers	2,370.00
IMDG (All Classes)	2,470.00
Abnormal	3,260.00

8.3.2 Movement of containers within the container terminal (services not covered in clause 8.2), per movement per container

6m/20' Containers	339.00
12m/40' Containers	511.00
13.7m/45' Containers	682.00

8.3.3 Late arrival of containers

A late arrival container (after closing of stack) may be accepted in the terminal and the following additional charges will be payable per container

6m/20' Containers	1,401.00
12m/40' Containers	2,298.00
13.7m/45' Containers	2,987.00

8.3.4 Storage of containers

8.3.4.1 Import Containers

Storage will be payable as follows:

First three (3) working days free, commencing the first time 07:00 on a working day is reached, following completion of the vessel.

From day 4, per day or part thereof:

6m/20' Containers	98.00
12m/40' Containers	195.00
13.7m/45' Containers	336.00

From day 8 per day or part thereof:

6m/20' Containers	195.00
12m/40' Containers	393.00
13.7m/45' Containers	673.00

From day 12 per day or part thereof:

6m/20' Containers	253.00
12m/40' Containers	420.00
13.7m/45' Containers	700.00

8.3.4.2 Export Containers

In the following instances storage will be applied as indicated:

8.3.4.2.1 Charges per container, per day or part thereof:

6m/20' Containers	98.00
12m/40' Containers	195.00
13.7m/45' Containers	339.00

8.3.4.2.2 Containers arriving before the ship's export stack opens:

Storage will be calculated either from arrival up to the stack opening date or upon the relevant documentation being lodged, whichever is the latter;

8.3.4.2.3 Containers shut out by the ship or agent:

Storage will be calculated from the stack closing time until disposal thereof (no free period will be allowed);

8.3.4.2.4

Containers taken up in the export stack but the vessel falls back more than 48 hours after its nominated date of shipping: Storage will be calculated from the stack closing time until shipping commences. A discount of 50% on normal charges will be allowed;

8.3.4.2.5 Commercial Storage

When prior arrangements have been made with the Manager: Cargo Services/Executive: Marketing & Strategic Business development, containers may be stored at market related rates.

8.3.4.2.6

Storage of Transshipment Containers

Containers stored in the Container Terminal awaiting the on carrying ship.

First 10 days free, after the posting date of the carrying ship, thereafter, per container per day or part thereof.

From day 11 per day or part thereof:

6m/20' Containers	85.00
12m/40' Containers	170.00
13.7m/45' Containers	268.00

From day 15 per day or part thereof:

6m/20' Containers	98.00
12m/40' Containers	195.00
13.7m/45' Containers	253.00

From day 20 per day or part thereof:

6m/20' Containers	126.00
12m/40' Containers	253.00
13.7m/45' Containers	281.00

8.3.5 Storage of Reefer Containers

Charges prescribed in clauses 8.3.4.1, 8.3.4.2 and 8.3.4.2.6 plus the following additional charges are applicable to the storage of reefer containers per day or part thereof:

6m/20' Containers	41.00
12m/40' Containers	83.00
13.7m/45' Containers	124.00

8.3.6 Worksheet Discrepancies

Worksheet discrepancies not advised in writing by the ship's/ container agent at least 12 hours prior to the ship's arrival, will incur a penalty per TEU of	87.00
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8.3.7 Container List Discrepancies

Container lists handed in later than 12 working hours prior to the ship's arrival, will incur a penalty per list	2,136.00
Containers listed but not landed or landed but not listed will incur a penalty per TEU of	87.00

8.3.8 Reefer Temperature Discrepancies

Penalty charge, per reefer container received in the container terminal with the incorrect temperature setting as per submitted documents.

6m/20' Containers	1,322.00
12m/40' Containers	1,983.00
13.7m/45' Containers	2,380.00

8.4 PASSENGERS VEHICLES

Landing and shipping charges in terms of clause 8.2.1 are payable on passengers' vehicles shipped/landed in containers (one vehicle per passenger). Provided the owner of a vehicle is a passenger travelling by sea or air and arrives/departs 60 days before or after the container is shipped/landed, the vehicle in the container is exempted from the payment of a Base Tariff. Proof of travel by means of a passport & flight ticket must be produced at the time of clearance.

Chapter 9**MISCELLANEOUS CHARGES****9.1 ELECTRIC POWER AND COMPRESSED AIR SUPPLIED**

Charges for electric power are obtainable on application. The following charges are payable for the connection of electric power per connection:

Charge per unit	1.83
Connection fee	211.00
Hire charge for each period of 24 hours or part thereof	20.00
A penalty charge per day, or part thereof is payable when connecting or disconnecting is performed by unauthorised persons or the supply is not terminated by the applicant	547.00
Maximum charge	2,704.00

NOTE:

The charge for water and electricity will be adjusted according to the municipal tariff increases without prior notice.

9.2 FIRE PROTECTION TO SHIPS IN PORT

The charge for the services of fireguards attending ships is as follows:

Per hour or part thereof	210.00
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9.3 MISCELLANEOUS LICENCES

As per Chapter 2, clause 3 of the Port Regulations Book.
Per calendar year ending 31 December or part thereof:

Full Stevedoring Services	11,610.00
**Restricted Stevedoring Services	11,610.00
Marine Engineers, Contractors/Subcontractors	1,827.00
Transport operators/Railways	1,827.00
Telecommunication service providers	1,827.00
Freight forwarders	1,827.00
Ships Agents	1,827.00
Diving services	1,827.00
Ships Chandlers	4,082.00

Surveyors	4,082.00
Supplying watchmen to ships	4,082.00

**Applicable to the Port of Lüderitz only

NOTE:

- a) *Separate licences are required for the Port of Walvis Bay, Port of Lüderitz and the Syncrolift.*
- b) *Licences issued with effect from 1 July will be charged at 50% of the full tariff.*

9.4 LABOUR, OVERTIME AND STANDING BY CHARGES AGAINST SHIPS

- 9.4.1 When landing, shipping, transshipping, loading or offloading of cargo is performed on Sundays, public holidays or on a Saturday, after ordinary working hours on other weekdays and during meal break, the following charges in addition to landing, shipping or transshipping charges are payable:

Per gang, per hour or part thereof	878.00
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NOTE:

For calculation purposes, such periods must be added together for the entire period throughout which cargo is handled irrespective of the number of shifts involved.

Cancellation of Service request

During ordinary working hours, standby commences 30 minutes before notified time of service.

Outside ordinary working hours, standby commences two (2) hours before notified time of service.

- 9.4.2 The following charge per gang per hour or part thereof is payable when work is suspended or labour remains idle for 60 minutes or more owing to any of the circumstances mentioned hereunder, and such labour cannot be otherwise employed (for calculation purposes, such periods must be added together for the entire period throughout which cargo is handled irrespective of the number of shifts involved):

During ordinary working hours	368.00
Outside ordinary working hours	929.00

Applicable circumstances:

- 1) Late arrival of ships excluding berthing delays on the part of Namport.
- 2) Completion of work before expiration of ordinary working hours (Refer to 1.3.19).
- 3) Delays caused by ships due to the opening and closing of hatches.

- 4) Shifting of dunnage and cargo in holds.
- 5) Waiting for stevedores' instructions or the provision of stevedore labour/equipment.
- 6) Waiting for an insurer to examine damaged cargo on board, and/ refusal by the General Manager: Operations in terms of the Port Regulations.
- 7) Waiting for ship's derricks to be placed in position.
- 8) Working suspended because of rain, wind or mist outside ordinary working hours.
- 9) Cranes cannot work as a result of smoke caused by the ship.
- 10) Waiting for shipment traffic to be delivered by private carriers.
- 11) Waiting for the acceptance of shipping orders.
- 12) Preparation of hatches.

NOTE:

- (i) *The duration of the combined periods for work performed and/ standing by on Saturdays, Sundays and public holidays should not exceed the total period of overtime worked but are subject to a minimum of four hours for the calculation of charges in terms of 9.4.1 and 9.4.2.*
- (ii) *Where a two-shift system is in operation at the port, a shift shall be regarded as ordinary working hours (unless two twelve hour shifts are worked).*

9.5 HANDLING CHARGES

The subjoined charges for the type of cargo specified are payable per ton for each handling service performed by Namport subsequent or in addition to the landing/shipping action defined in clause 6.1 or 6.2 for each handling service performed at a leased site, State Warehouse, depositing ground or at a berth where cargo for shipment was incorrectly consigned to (through no fault of Namport), offloaded and subsequently reloaded for conveyance to the correct berth:

Palletised and unitised cargo	26.00
Timber, iron and steel, etc. no bundled or packaged and glass	29.00
Abnormal cargo	50.00
Cargo, EOHP	36.00

9.6 HAULAGE/CONVEYANCE CHARGES

For cargo hauled or conveyed within the precincts of the port, including cargo moved between the port and the State Warehouse, per ton per trip:	30.00
Subject to a minimum charge per trip of	265.00

NOTE:

Should the planned berth not be available due to changed ETA's and cargo have to be cross hauled from the initial berth to new berth, rates will be quoted on request based on rates above.

9.7 REMOVAL OF REFUSE

Basic charge per vessel per call per 5 days or part thereof	418.00
Vessel 0 – 25 meters The charges for refuse removal from ships are as follows per load	254.00
Vessels 25 – 50 meters The charges for refuse removal from ships are as follows per load	351.00
Vessels 50 and longer The charges for refuse removal from ships are as follows per load:	467.00

If refuse is left on the quay or jetty without arrangement with Namport, a penalty of 100% will apply.

9.8 HIRE OF CARGO HANDLING EQUIPMENT (OTHER THAN WHARF CRANES)

The landing, shipping and transhipping charges specified in Chapter 6 include the use of mechanical appliances. The charges for the use of mechanical appliances, including drivers' services, during ordinary working hours, are as follows for each equipment per hour or part thereof:

Tractor/Lorry	302.00
3 Ton Forklift	302.00
4 Ton Forklift	302.00
7 Ton Forklift	637.00
Reach Stacker	1,389.00
Front end Loader	812.00
16 Ton Forklift	739.00
45 Ton Forklift	1,215.00
Trailer	163.00

9.9 CARGO NOT CLEARED AND NOT MANIFESTED

The following charges will be payable for cargo landed not Cleared and not Manifested

Per ton of a 1,000kg	125.00
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9.10 LIQUIDATION OF ORDERS

Provisional orders not liquidated within 5 working days after departure of a vessel will be charged on double the difference between the original and revised values/tonnages.

9.11 AMENDING/CANCELLING ORDERS

For the acceptance of each order amending or cancelling a previous order	282.00
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NOTE:

The tendering of an amending order simultaneously with the original order is not permitted.

9.12 CLAIMS FOR COMPENSATION AND FOR REFUND, OR ADJUSTMENT OF CHARGES

9.12.1 Notwithstanding the date on which the cause of the claim is alleged to have arisen, no claim of whatever nature or for the refund of an overcharge on or rebate of the charges raised in terms of the Namport Tariff Book or any annexures thereof, shall be considered unless such claim is lodged within a period of three months from the date of invoice for the initial service is rendered by Namport. All claims should be lodged with the Executive: Marketing & Strategic Business Development.

9.13 VEHICLE ENTRY PERMITS

The following charges are payable per vehicle to enter the port for the purposes of delivering or uplifting cargo; or passengers.

Per vehicle per trip, per day	68.00
Per vehicle per calendar year ending 31 December	745.00
Forklift/Vehicles used for upliftment per calendar year ending 31 December	1,085.00
Replacement of lost/damaged permits per permit	77.00
Roaming permit	2,175.00

NOTE:

- a. *The charge is payable irrespective of the carrying capacity of the vehicle.*
- b. *For the purpose of clause 9.14, a vehicle shall be regarded as a vehicle designed for the conveyance of cargo. A hauling unit shall be treated as a vehicle.*
- c. *Permits (excluding daily permits) issued with effect from 1 July will be rebated by 50%.*
- d. *Roaming permits are available on request and is limited to 5 per vehicle per permit holder (only one qualifying vehicle allowed in the port at any given time).*
- e. *Vehicles used for upliftment/forklifts will only be allowed in the port on permission of the Executive: Operations and only when Namport's equipment is not suitable to affect the requested work.*

9.14 DIVING SERVICES

The following charges per hour or part thereof are payable for diving services:

During ordinary working hours	2,048.00
Outside ordinary working hours	2,631.00

9.15 SECURITY SERVICES AT A PORT

The following charges will be payable per security guard per hour or part thereof:

During ordinary hours	160.00
Outside ordinary hours	246.00
Sundays and public holidays	323.00

9.15.1 The following charges will be payable per security guard per hour or part thereof for oil rigs and passenger liners for period longer than 7 (seven) days.

During ordinary working hours	62.00
Outside ordinary working hours	83.00
Sunday and Public Holiday	112.00

9.16 HANDLING OF PONTOON/HATCH COVERS/GEARBOXES/TWEEN DECKS

Handling onto or from vessels, per move	452.00
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(The removal and subsequent replacement counting as 2 separate movements)

9.17 PORT SECURITY LEVY

Bulk/Breakbulk cargo	
Per ton of a 1,000kg	2.82

NOTE:

Tariffs are applicable to all cargo handled at the Port of Walvis Bay and the Port of Lüderitz excluding the wet fish in Lüderitz.

9.18 REPRINTS / PHOTOCOPYING CHARGES

For the reprinting or photocopying of invoices/documents on application per page	12.00
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Chapter 10**SCALE OF HARBOUR TONNAGE**

Port charges are levied on the unit of harbour tonnage as specified hereunder:

10.1 ACIDS AND OTHER CORROSIVE SUBSTANCES

500 cubic dm or 500 kg = 1 harbour ton

10.2 EMPTY RETURNS OF WHATEVER NATURE

2 cubic metres = 1 harbour ton

10.3 VEHICLES & AIRCRAFTS

The unit of harbour tonnage for the following vehicles are assessed at 1 metre of length equalling 2 harbour tons:

- Mobile homes and caravans from or for both coastwise and foreign destinations
- Motorcars, station wagons, combis, panel vans, light commercial vehicles, tractors, motor cycles, motor scooters, lorries, trucks aircrafts, helicopters, railway wagons, locomotives, bus chassis, forklift trucks front-end loaders, graders, dump trucks and mobile cranes including agricultural earthmoving and road making machinery on own rubber wheels destined for or emanating from foreign destinations.

NOTE:

Harbour tonnage on vehicles in I.S.O. containers are assessed in terms of Clause 1.3.16.

10.4 LIQUIDS IN PORTABLE TANKS

1 kilolitre or 1 cubic metre, whichever yields the higher tonnage.

10.5 BULK LIQUIDS

1 kilolitre.

10.6 ALL OTHER COMMODITIES

1000 kg or 1 cubic metre for commodities with a mass of less than 1000 kg per cubic metre, see Annexure "A".

ANNEXURE "A"
SCALE OF HARBOUR TONNAGE
[1000 KG = HARBOUR TON]

Asbestos cement guttering, down pipes, elbows and joints in bundles	1,25
Asbestos cement pipes, loose	2,08
Bags (loose)	2,22
Beans, other than coffee	1,39
Beans, coffee in bags	1,67
Bricks, ordinary building	3,18
Butter, cartons	1,58
Cartons, flat	6,00
Charcoal in bags	2,50
Copper	1,00
Copper concentrates	1,00
Cement in bags	1,00
Cheese	1,81
Coal in bulk	1,00
Fish in cartons	1,25
Fish on pallets	1,75
Fish, canned	1,55
Fish, dried on pallets	2,25
Fish (Loose)	1,00
Fishmeal, loose in bags	1,75
Fishmeal, bags on pallets	1,47
Fishoil	1,00
* Fish (in bins)	1,50
Fluorspar in bulk	1,00
Fruit, canned	1,25
Grain in bags	1,25
Grain in bulk	1,00
Granite, Blocks	1,00
Guano in bags	1,47
Hides and skins (dry)	2,50
Hides and Skins (wet)	1,25
Ice bins	2,00
Lead	1,00
Manganese ore	1,00
Meat, fresh	1,70
Meat, canned	1,55
Milk power	1,68
Petalite ore	1,00
Rice in bags	1,65
Salt in bags	1,00
Salt (bulk)	1,00
Soda ash	1,25
Sugar in bags	1,25
Timber	3,21

Tiles	2,08
Uranium	1,00
Wheat in bags	1,25
Wheat (bulk)	1,00
Wool & Mohair	2,00
Zinc	1,00

* All other fish in bins will be measured

NOTE: All other commodities will be measured by Namport Personnel on the basis of cubic measurements which ever is the greatest.

NAMIBIAN PORTS AUTHORITY

No. 97

2013

SYNCROLIFT TARIFFS 2013**TABLE OF CONTENTS**

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9. Sanitation
10. Miscellaneous services
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13. Removal of Refuse

Annexure – Conditions of Service

SYNCROLIFT SERVICES**1 INTERPRETATION OF TERMS**

- 1.1 “ordinary working hours “ shall mean - MONDAYS TO FRIDAYS OTHER THAN NAMIBIAN PUBLIC HOLIDAYS:
07H00 to 13H00
14H00 to 16H30

1.2 CURRENCY

All the tariffs as stipulated in the Tariff Book are denoted in Namibian Dollars.

1.3 VALUE ADDED TAX

The services as specified in this tariff book will be subject to Value Added Tax (VAT) of 15% as per the VAT Act 2000 and are quoted exclusive of VAT.

2 BOOKING FEES

Deposit required for the use of the Syncrolift when a firm booking has been made, i.e. when the application form has been completed by the vessel's owner or representative and presented to Namport	20,000.00
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NOTE:

- a) *Should the booking of the Syncrolift not be taken up or cancelled within seven consecutive days prior to the booked date, the deposit will be forfeited.*
- b) *In the event where the booking or cancellation is done by a third party, an appointment letter from the vessel owner must be submitted.*

3 PREPARATION FEE

The following charges will be payable for the preparation of the cradle and Syncrolift platform:

Vessel 500 tons	1,407.00
Vessel from 501ton to 1000 tons	2,717.00
Vessels from 1001 tons to 1,500 tons	5,433.00
Vessels from 1,501 ton to 2000 tons	10,865.00

NOTE:

- (i) *Should the booking of the Syncrolift be cancelled after the preparatory work has begun, the above mentioned charges are payable.*
- (ii) *The preparation charges are payable per vessel irrespective of whether more than one vessel is being placed on the Syncrolift simultaneously.*
- (iii) *If the preparation commences or terminates outside ordinary working hours, as per clause 4.2 will be payable.*

4 DOCKING AND UNDOCKING OF A VESSEL

4.1 The following charges are payable for the docking and undocking of a vessel:

Docking of vessels up to 500 tons	4,295.00
Docking of vessels from 501 tons to 1,000 tons	5,582.00
Docking of vessels from 1,001 tons to 1,300 tons	7,285.00
Docking of vessels from 1,301 tons to 2000 tons	9,433.00
Undocking of vessels up to 500 tons	4,295.00
Undocking of vessels from 501 tons to 1,000 tons	5,582.00
Undocking of vessels from 1,001 tons 1,300 tons	7,285.00
Undocking of vessels from 1,301 tons to 2000 tons	8,899.00

NOTE:

- (i) *In the event of a service being cancelled or delayed because the vessel is not ready for docking/undocking due to unsuitable trim, lack of crew or any other reason the charges as per clause 4.1 will be payable.*
- (ii) *In case of leakages or the vessel not being ready for undocking at the agreed time a re-docking charge of 50% will be applied.*

4.2 Should the docking, undocking or preparation service either commence or terminate outside ordinary working hours, the following additional charges are payable:

Additional charge for outside ordinary working hours, per hour or part thereof	1,218.00
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NOTE:

- (i) *In the event of a request for services outside ordinary working hours being cancelled after Namport staff has been brought on duty, the above mentioned charges are payable for the full period the staff were on duty, but in any case for a minimum of two hours.*

4.3 Shifting of Vessels

Should an owner or agent of a vessel request the shifting of a vessel to another bay a charge of N\$ 15.00 per metre will be levied, subject to a minimum of N\$ 442.00.

5 SYNCROLIFT DUES

5.1 The following dues are payable when use is made of the Syncrolift:

5.1.1. On Syncrolift Bays

Per day or part thereof, per linear metre of working space utilized (including length of vessel)	96.00
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NOTE:

- a) *Booked period restricted to 12 days. (Vessels owners/agents have 48 hours after docking to relay changes to the scope of work to the Manager Syncrolift for approval).*
- b) *Any vessel at a Syncrolift Bay for more than 12 days will be liable to a surcharge of 100% of the daily bay charge from the 13th day.*
- c) *A surcharge of 25% in the dues for the Syncrolift is payable by a vessel with a bar keel (Bar keel is defined as steel keel not wider than 10 centimetres). This surcharge will be restricted to 12 days only.*

5.1.2. At any repair jetty:

Booking Fees

Deposit required for the use of the Syncrolift repair jetties when a firm booking has been made, i.e. when the application form has been completed by the vessel's owner or representative and presented to Namport	5,000.00
Per day or part thereof, per linear metre of working space utilized (including length of vessel)	70.00

5.2 Any ship causing damage of any nature to any facility or equipment on the Syncrolift shall be held liable for the cost of making good that damage.

5.3 Any ship that occupies a repair jetty without effective repairs (lying idle) will be shifted at the cost of the vessel owner/agent and will liable for all costs incurred.

5.4 Any ship that completes its repair on the syncrolift will be allowed 2 days free alongside the repair jetty before charges as per clause 5.1.2 become effective.

5.5 Any vessel at a repair jetty for more than 15 days will be liable to a surcharge of 100% of the daily jetty rates from the 16th day. (Floating repairs will be considered on request or application to the syncrolift Manager in writing)

5.6 Vessels double banking or Triple banking will qualify for a 50% rebate at the jetty but subject to the condition of service as per item 21.

6. WATER SUPPLY**6.1 FRESH WATER**

Charges as follows

Basic charge	171.00
Charges payable per kilolitre or part thereof	25.00

NOTE:

The charge for water and electricity will be adjusted according to the municipal tariff increases from time to time without prior notice.

6.2 RECYCLED WATER

The following charges will be payable for vessels requiring recycled water for cleaning purposes, per service:

Vessels up to 30 metre	312.00
Vessels from 31 metre up to 50 metres	619.00
Vessels above 50 metres	927.00
Minimum charge per services	186.00

NOTE:

The charge for water and electricity will be adjusted according to the municipal tariff increases from time to time without prior notice.

7. SUPPLY OF ELECTRICITY

The following charges are payable for the supply of electrical power:

Charge per unit	1.84
Hire charge per shore supply distribution box for each period of 24 hours or part thereof	128.00

NOTE:

The charge for water and electricity will be adjusted according to the municipal tariff increases from time to time without prior notice.

8. SITE RENT

The following charges are payable for the short term rental of a designated site measured in square metres at the Syncrolift on request.

Per week, per square metre	5.00
Minimum charge	109.00
Per month, per square metre	20.00
Minimum charge	355.00
Deterrent charge, per month, per square metre	70.00
Minimum charge	621.00

9. SANITATION

A vessel using the parking bays or repair jetty and ship repair contractors shall pay N\$ 268.00 for ablution facilities per week or part thereof.

10. MISCELLANEOUS LICENCES

As per Chapter 2, clause 3 of the Port Regulations Book. Per calendar year ending 31 December or part thereof:

Contractors	19,694.00
Service providers (Security, Surveyors, Agents, Ships Chandlers)	6,331.00

NOTE:

- a) *Separate licenses are required for the Port of Walvis Bay, Port of Lüderitz and the Syncrolift.*
- b) *Licenses issued with effect from 1 July will only be charged at 50% of the full amount.*

11. DIVING SERVICES

The following charges per hour or part thereof are payable for diving services:

During ordinary working hours	2,049.00
Outside ordinary working hours	2,632.00

12. COMBATING OF POLLUTION CHARGES

Pollution is the presence of substances in concentrations sufficient to interfere with the wellbeing of living organisms or with full use and enjoyment of properties. A pollutant is any substance that can cause pollution.

Type of pollution	Minor 1 – 10 kg or lt	Medium 11- 50 kg or lt.	Major 101 kg or lt and more
12.1 Soil pollution	Spillage of 1 to 10 kg or 10 litres of a pollutant	Spillage of 11 kg or 11 litres but less than 100 kg or 100 litres of a pollutant	Spillage of more than 101 kg or 101 litres of a pollutant
	Cleanup cost subject to a minimum charge of N\$ 1,150.00	Cleanup cost subject to a minimum charge to of N\$ 5,751.00	Cleanup cost to a minimum charge of N\$ 11,503.00
12.2 Water pollution	Spillage of 1 to 10 kg or 10 litres of a pollutant	Spillage of 11 kg or 11 litres but less than 100 kg or 100 litres of a pollutant	Spillage of more than 101 kg or 101 litres of a pollutant
	Cleanup cost subject to a minimum charge of N\$ 11,503.00	Cleanup cost subject to a minimum charge of N\$ 57,513.00	Cleanup cost subject a minimum charge of N\$ 115,025.00

12.3 Air pollution	Exceeded the limits of 1/50th of the threshold limit values (TLV's) for ordinary pollutants 1/100th of the TLV for carcinogens as published by the Labour Act 6 1992 or international guidelines	Exceeded the limits of 1/50th of the threshold limit values (TLV's) for ordinary pollutants 1/100th of the TLV for carcinogens as published by the Labour Act 6 1992 or international guidelines	Exceeded the limits of 1/50th of the threshold limit values (TLV's) for ordinary pollutants 1/100th of the TLV for carcinogens as published by the Labour Act 6 1992 or international guidelines
	Cleanup cost subject to a minimum charge of N\$ 1,150.00	Cleanup cost subject to a minimum charge of N\$ 5,751.00	Cleanup cost subject to a minimum charge of N\$ 11,503.00
12.4 Protective surface pollution	Cleanup cost	Cleanup cost	Cleanup cost

NOTE:

- a. *All charges to be recovered from the party responsible for the pollution.*
- b. *Charges for any craft used in the combating operation shall be raised separately.*
- c. *Recurrence of the same incident caused by a specific company or individual more than three times may result in the withdrawal of its port entry permits and or operators license.*

13 REMOVAL OF REFUSE

Basic charge per vessel per call per 5 days or part thereof	419.00
The charges for refuse removal from ships are as follows per load:	
Vessels 0 – 25 metres	243.00
Vessels 26-50 metres	339.00
Vessels more than 50 metres	431.00

If refuse is left on the Syncrolift Bay or repair jetty without arrangement with Namport, a penalty of 100% of the basic and removal charges will apply.

CONDITIONS OF SERVICE

1. Before a ship is admitted to the Syncrolift the name and full particulars of the ship shall be entered in a book to be kept for that purpose at the Syncrolift office, and the owner, master or agent of the ship shall sign an agreement binding himself to these conditions, and undertaking to pay the applicable charge specified in the Syncrolift Tariff Book.
2. When the ship may lose her turn.

Should a ship not be docked on the day duly appointed for that purpose owing to the default of the master, such ship shall, if the relevant bay be required for other ships, lose her turn in the order shown in the entry book, and the master, owner or agent of such ship shall forfeit the booking fee, if any, and pay to the Namibian Ports Authority the preparation charges which may have been incurred for the reception of such ship.

3. When preference may be given.

- a) Notwithstanding any previous arrangements to the contrary, the Syncrolift Manager may give priority to any ship in a damaged or leaky condition or to a ship that requires a dry dock for a period not exceeding seventy two hours when space is available.
 - b) Emergency docking to be subjected to a surveyor's report to the condition and urgency of the emergency as per Namport Regulation Clause 30 (part 3).
4. No ship to have absolute right to use Syncrolift repair bays and repair jetties.
- No ship shall have an absolute right to the use of the Syncrolift repair bays and repair jetties either in turn or at any other time. The decision of the Syncrolift Manager in consultation with the Port Authority Act in all cases of dispute as to turn shall be final.
5. Ships to be lifted and docked under supervision of a dockmaster.
- Every ship shall be lifted and docked under the direction and supervision of the dockmaster and in the presence of the master or other responsible officer whose duty it shall be to be present at the time appointed for lifting and docking, and to remain there until such lifting and docking is completed.
6. When the ship is considered to be properly placed on the cradle.
- When the dockmaster has declared a ship to have been properly and safely placed upon the cradle, the master or other responsible officer shall forthwith satisfy himself that his ship has been so properly and safely placed, whereupon the ship shall be deemed to have been properly and safely lifted. The owner, master or duly appointed agent of the vessel docked shall sign the prescribed form stating his/her acceptance of the safe docking.
7. Limit of period of occupation of a Syncrolift Bay.
- The Port Authority will limit the occupation on bays to a maximum period of 12 days.
8. Ships failing to leave the Syncrolift.
- A ship which fails to leave a Syncrolift bay on the expiration of the period agreed upon may, if the bay be required by another ship, be removed at the expense of the owner of such a ship after twenty four hours written notice has been given. If the ship should not then be capable of being floated, the Port Authority may cause such ship to be made capable of being floated at the expense of its owner.
9. Master to give notice of readiness for ship to leave the Syncrolift.
- The master of a ship on the Syncrolift shall give twenty-four hours notice in writing to the Syncrolift manager of his ship's readiness to leave the Syncrolift.
10. Supports not to be removed without proper authority.
- No person shall remove or alter the position of any of the supports upon which a ship rests whilst on the Syncrolift, except by order of the dockmaster.
11. Displacement of weights in or upon a ship in a bay.
- No person shall displace or remove any weight in or upon or connected with a ship in a bay on the Syncrolift without permission in writing from the dockmaster, and then only

after proper arrangements have been made by the master to prevent damage of any kind occurring by reason of such displacement or removal. Full disclosure of material changes in weight distribution must be provided in writing by the Master or his duly appointed agent. All costs and charges connected with any such displacement or removal shall be borne by the owner of the ship.

12. Ships to pay for labour for the shifting of shores, blocks or for other purposes.

The owner of every ship in a bay on the Syncrolift, shall pay for all labour supplied by the Namibian Ports Authority for the shifting of shores, blocks or for other purposes connected with the ship after she has been blocked or shored.

13. Discharge of effluent water or refuse by a ship in a bay.

No effluent water, oil or refuse may be discharged from a ship while in a bay except by the permission in writing of the dockmaster and then only on such conditions as he may impose in the interest of safe, orderly and efficient harbour working.

14. Cleaning of bays before re-floating of ships.

The master of a ship shall, prior to the refloating of the ship, cause the bay occupied by the ship to be cleared and cleaned.

15. Articles supplied by Namibian Ports Authority

The Namibian Ports Authority will supply the following articles free of charge to every ship lifted and docked:

- Set of blocks for the length of the ship given at the time of booking.
- Bilge shores with sufficient wedges.
- First set of capping pieces.

Any expenses incurred by the Namibian Ports Authority in altering or adding to the keel blocks customarily supplied free of charge, shall be borne by the master or owner of the ship.

16. Trimming of vessels.

Vessels should be trimmed to the dockmaster's requirements prior to lifting. If a vessel is moved to the Syncrolift in an unsafe trim condition, the cost of moving to and from the Syncrolift and any further expense(s) shall be borne by the master or owner of the ship.

17. For the purpose of this regulation

"dockmaster" shall mean the officer appointed by the Namibian Ports Authority to take charge of and control the working of the Syncrolift, or the officer acting as such for the time being.

18. The prescribed indemnity, which is available on request shall be signed by the owner or his duly appointed agent before the docking procedure commences.

19. As part of its ISO 14001 program Namport requires all companies and individuals who operate at the Syncrolift to adhere to all the requirements as set by Namport's SHREQ policy.

- 20. Reference should be made to Port Regulations, clause 103 & 104.
- 21. Double banking will be done at the discretion of the Port Captain and Manager Syncrolift.

INDEMNITY

TO: The NAMIBIAN PORTS AUTHORITY as per the Namibian Ports Authority Act 1994 (Act No 2 of 1994)), herein referred to as Namport

I the undersigned, in my capacity as the owner/owner’s representative/
charterer of the MV

agree that:

- I. Neither Namport, its agents, employees, or any other person whomsoever shall be responsible, whether by virtue of any statute whatsoever which may be applicable in Namibia or any other country or under the common law of Namibia or any other country for:
 - A. the loss of life, personal injury, damage to the vessel or any other vessel, damage to clothing, equipment or personal effects whether belonging to the owner/operator/charterer or any other third party which may occur whilst the said vessel, person or equipment is on the syncrolift, or in the process of being placed on and/removed from the syncrolift, whether such damage is caused by gross negligence or otherwise:
 - B. any claim for consequential damage/loss arising from the aforesaid events howsoever arising.
- II. I recognise and agree that:
 - (a) I shall be permitted to use the Syncrolift entirely at my own risk or the risk of the owner/owner’s representative/charterer.
 - (b) There is no condition, representation, undertaking or warranty by Namport, expressed or implied, that the syncrolift is or will be made safe for the purposes of such use and further there is no guarantee of personal safety, safety of any crew or safety of the vessel.
 - (c) No employee, manager or other person employed by Namport or their agents is authorized to enter into or give any condition, representation, undertaking, warranty or guarantee on behalf of Namport. If any such condition, representation, undertaking, warranty or guarantee is purported to be given shall not be binding upon Namport, its employees, managers or any other person employed by Namport or their agents.
- III. I warrant that I am duly authorised to sign this Indemnity and that this document shall be binding on the owner/operator/charterer of the above mentioned vessel.
- IV. In general I absolve Namport from all or any liability and acknowledge that this Indemnity shall be governed by and construed according to the laws of Namibia.

SIGNED AT WALVIS BAY ON THIS DAY OF..... 2013

.....
SIGNATURE OF MASTER OR OWNER’S REPRESENTATIVE

.....
(CAPACITY)

