



Terms of Business and List of Rates

THE PORT OF VORDINGBORG 2020



**This is a translation of "Takstblad og
forretningsbetingelser".**

**In case of doubts and/or mistakes in the
translation the current and valid "Takstblad og
forretningsbetingelser" is legally binding.**

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1. INTRODUCTION

1.1 IN GENERAL

As regards regulation of the general conditions regarding the Port of Vordingborg (hereinafter the "port"), please refer to the Ministry's "[Statutory Order on Standard Regulations for the Observance of Good Order in Danish Commercial Ports](#)" including guidelines. These regulations will apply unless these Terms of Business prescribe otherwise.

ISPS staff has free access to all areas in connection with security-related work.

1.2 ARRIVAL AND DEPARTURE AND SUBMISSION OF INFORMATION

A ship is considered to have arrived when the first hawser has been placed on the bollard on the quay. A ship is considered to have sailed when the last hawser has no contact with the quay.

The user of the port, i.e. the master or the agent of the ship, shall submit such particulars on the ship and cargo etc. as are necessary for the calculation and collection of charges and shall, upon request from the port staff, produce the ship's papers, manifest, weight certificates, etc.

The information must be submitted to the port by using the forms on the port's [website](#).

1.3 CLEANING

It rests upon the cargo owner to dispose of waste pursuant to the current rules, including current environmental provisions.

Thus, waste cannot be left on the port areas or dropped into the port basins. If goods or cargo are dropped into the port areas and/or the port basins, it rests upon the cargo owner to pick up such goods or cargo. All affected areas must be cleaned immediately after the handling of goods has been completed. Otherwise, the port is entitled to clean up the basin at the expense of the cargo owner.

2. TERMS OF PAYMENT

2.1 IN GENERAL

The rates appear from the List of Rates in clause [11](#). All rates and claims for payment are excluding VAT.

Failure to make payment within the specified due date will result in a penalty interest charge of 2% per month or fraction of a month after the due date, as well as a reminder fee of DKK 200 will be charged for each instance.

If required to issue a credit note due to the provision of incorrect information to the port, administrative charges of DKK 200 will be charged per transaction.

2.2 PAYMENT OF RENT PURSUANT TO AGREEMENTS ON LONG-TERM LEASE OF AREAS

Payments must be made within the deadlines laid down in the lease agreement.

2.3 OTHER PAYMENTS

Unless otherwise agreed, the time for payment is 20 days after the invoice date, however, before a ship is leaving the port, all dues and payments must either be paid or secured.

3. SHIPPING DUES

3.1 STANDARD SHIPPING DUES

All ships, vessels and other floating equipment must pay shipping dues to use the Port of Vordingborg and the channel to the port. The shipping dues are charged to the ship and calculated on the basis of the vessel's gross tonnage (BRT) as specified in the tonnage certificate.

The shipping dues are always calculated on the basis of a minimum of 300 gross tonnage and furthermore on the basis of whole gross tonnage. Fractions less than 0.5 tons are eliminated and 0.5 tons and above are calculated as 1 ton.

All prices include ISPS charge. The dues are based on the Danish Consolidated Harbour Act (*in Danish: Bekendtgørelse af lov om havne*).

The shipping dues for a single call covers a consecutive period of seven calendar days calculated from the arrival date.

If the ship is in port for a period exceeding seven consecutive calendar days (including the arrival day), shipping dues are paid for monthly calls.

a. Single call:

For each commenced period of maximum seven calendar days.

b. Monthly calls:

Calls exceeding seven calendar days, or more than eight calls per commenced month.

The monthly dues cannot be reclaimed, even if the ship due to breakdown or for some other reason cannot call at the port for the whole or part of the month to which the dues relate.

3.2 SCHEDULED MARITIME SERVICES

Upon prior approval of the port, ships with a scheduled service may call at the port. Shipping dues are calculated for each call, unless otherwise agreed with the port.

3.3 PASSENGER CHARGE

A passenger charge is payable for all passengers arriving to or departing from the port's area.

3.4 EXEMPTION FROM SHIPPING DUES

Certain vessels are exempt from shipping dues. The following exemptions apply:

- a. warships and training ships not carrying goods or passengers.
- b. ships calling at the Port of Vordingborg solely to seek medical assistance.

4. COMMODITY DUES

4.1 GENERAL PROVISIONS

Commodity dues must be paid for all goods that are unloaded, loaded on in any other way are launched or landed at the port and/or in the channel to the port.

Commodity dues are charged to the receiver of the goods, the sender or the carrier.

4.2 DUES

Prices include icebreaker dues, cf. Order on the fixing of icebreaker dues 2017.

All prices are exclusive of ISPS charges, which are invoiced separately. The dues are based on the Danish Consolidated Harbour Act.

4.3 EXEMPT FROM COMMODITY DUES

- a. Commodities for the exclusive use of the ship are exempt from commodity dues.

5. LEASING OF QUAY BERTHS AND WATER AREAS

5.1 GENERAL RULES

For vessels not subject to payment pursuant to the provisions in clause 3 as agreed with the port, the leasing terms are fixed on the basis of a special agreement with the port.

6. LEASING OF AREAS

6.1 TERMS OF FIXED LEASE OF THE PORT AREAS

The port controls a land area of approximately 180,000 m², which may be leased by port-related businesses for port-related purposes. In each case, separate lease agreements are entered into, including terms regarding minimum turnover etc. Contact the port for additional information.

6.2 TERMS OF TEMPORARY LEASE OF THE PORT AREAS

Goods being loaded onto or unloaded from ships cannot be stored in the quay areas or outside the areas marked or designated by the port without prior agreement. The storage cannot cause inconvenience to the operations of the port or cause any direct and/or indirect damage to port constructions and/or surfacing. Goods in bulk cannot be stored nearer than two meters from the edge of the quay and not in a way that causes a risk of falling down to an area nearer than two meters from the edge of the quay.

Usually, the goods can be stored for five weekdays free of charge, including the storage day. After the final cost-free day, a fee will be charged per week or part of a week. The minimum charge is for 100 m².

6.3 LIABILITY

The port assumes no liability for goods stored or placed in the port areas. Likewise, the port assumes no liability for damage to a third party caused by stored goods or materials.

7. LEASING OF MACHINERY AND PERSONNEL

7.1 IN GENERAL

The port's leasing of cranes only consists in making cranes and crane operators available. The lessee or its representative will direct the work of the crane by notifying the crane operator of the work the crane is to perform. The lessor will assign personnel and equipment and determine the order of leasing of machinery and personnel.

The port assumes no liability related to the crane's suspension of the goods and does not provide any related straps, shackles, etc. The lessee or its representative is responsible for rigging etc. and will direct the work of the crane by notifying the crane operator of the work the crane is to perform.

7.2 LIABILITY

The port assumes no liability for the uninterrupted operation of the crane and is furthermore only liable for damages caused by errors or defects in the crane itself. Thus, the lessee is liable for any damage taking place during the lease term, including damage to persons and materials, including the crane. Please refer to the port's general disclaimer in clause 10.

7.3 FEES

Machinery and cranes can only be leased including operators, and the minimum payment is for one hour. In case of waiting time and standby, the time spent is paid for.

The start-up fee corresponds to one hour leasing of personnel, including preparation and cleaning of equipment.

Leasing of machine operators and personnel is charged as specified in clause 7.4.

a. Fees for use of a grab are charged as follows:

Ton per hour	Addition in %
225 MT and more	0%
224 MT to 176 MT	12.5%
175 MT to 151 MT	28.5%
150 MT to 126 MT	50%
125 MT to 101 MT	80%
100 MT to 76 MT	125%
75 MT to 51 MT	200%
50 MT and below	350%

For use of the port's cranes for special assignments and assignments outside the port areas, the price is agreed individually for each task.

Salting related to winter services is carried out with 20 grams road salt per m² and minimum 1,000 m².

b. Machinery

Crane: Liebherr 944 A

Crane: Sennebogen 870

Tractor including equipment: broom, snow plough, salting equipment

Skid loader including equipment: broom with collector box, pallet forks, grab

Self-propelled sweeper

Work platform

7.4 PERSONNEL

Normal working hours

Monday – Thursday 07:00 – 15:30

Friday 07:00 – 12:00

Extra charge outside normal working hours in addition to the personnel's hourly rate:

Monday – Thursday

+50% in the period 15:30 – 18:30

+100% in the period 18:30 – 07:00

Friday

+50% in the period 12:00 – 15:00

+100% in the period 15:00 – 24:00

Weekend/public holidays

100%

Lunch break with a duration of 30 minutes must be organized in the period 11:30–12:30. A move of the lunch break, in order to obtain continuous operations, may be agreed with the administration.

Work outside normal working hours must be ordered before 12:00 noon on the previous working day.

Work outside normal working hours not ordered before 12:00 noon on the previous working day will be invoiced with at least four hours, cf. clause 7.4.

8. INFRASTRUCTURE CHARGE – MOBILE CRANES

In order to use cranes not belonging to the port, and which are used for loading and unloading of ships in the port, an amount is paid per crane for each commenced working day.

At the latest five weekdays after completed loading and unloading, the crane company must send a statement of the number of working days to the port.

9. OTHER SERVICES

9.1 SUPPLY OF ELECTRICITY

The port offers connection to the electricity grid on the quay. Electricity may be supplied from manual and automatic electricity points. For more information on the supply of electricity, please contact the port.

9.2 LIABILITY FOR ELECTRICITY

The port offers plug-in facilities at the quay only. The port assumes no liability for any loss of power, additional protection that may be required pursuant to the Danish Electricity Supply Regulations or anything else. Please refer to the general disclaimer in clause 10. The user will pay damages for any damage caused by the user, including costs for repairs, materials, fuses, etc.

9.3 SUPPLY OF ELECTRICITY CONSISTS OF

- a. Sale of electricity
- b. Plug-in fee for electricity points without a card reader
- c. Card for electricity and water consumption
- d. Leasing of secondary meter and wires

Cards may be purchased at the port office in the port administration.

Plug-in outside of normal working hours, cf. clause 9.3.b, is subject to a surcharge pursuant to clause 7.4.

If any connections are made to power supply units without a prior agreement, or without providing information about the meter reading at the time of connection, a daily fee will be charged for each plug.

9.4 SUPPLY OF WATER

The port offers connection to water pipes on the quay. Water may be supplied from manual stations and automatic water stations. For more information on the supply of water, please contact the port.

9.5 LIABILITY FOR WATER

The port assumes no liability for any failure in connection with the supply of water. Please refer to the general disclaimer in clause 10.

9.6 SUPPLY OF WATER CONSISTS OF

- a. Water consumption pr. m³
- b. Plug-in fee for water stations without a card reader
- c. Card for electricity and water consumption
- d. Leasing of water hydrant
- e. Leasing of water hoses

Plug-in outside of normal working hours, cf. clause 9.3 and 9.4, is subject to a surcharge pursuant to clause 7.4.

9.7 LIABILITY FOR WASTE

The ship and its owner are liable for the consequences of any incorrect, misleading or insufficient information about the type of waste, the composition of the waste and the amount of waste, and for any leakage caused by defect equipment or maloperation of their own equipment.

9.8 FEES FOR WASTE

Generally, the port does not charge a fee for the collection of ordinary waste from ships. However, the port will charge a fee if:

- The amount of ordinary waste exceeds the amount of waste which the ship in normal operation would generate since the last port of call.
- The ship does not pay normal ship and commodity dues.
- Waste is disposed in the wrong containers or placed on the quay without prior notice.
- Waste oil contains less than 65% oil or substances other than oil and water.

Any unforeseen costs associated with the waste disposal will be charged to the ship pursuant to the "Vordingborg Port waste handling plan" available on the [website](#).

Ships exempt from shipping dues pursuant to clause 3.4 will pay for each emptying for using the waste facilities.

9.9 SALE OF DIESEL

The product is "off road diesel" and cannot be used for any registered vehicles on public roads.

Diesel can only be used for construction machinery, generators and similar.

The settlement price is the current price from the end of the month of acceptance + administration fees.

A fuel card can be provided. Contact the port for additional information.

10. GENERAL LIABILITY

10.1 INDIRECT LOSSES

The port shall not be liable in damages for loss of operations, loss of profits, waiting time, loss of market shares or any other indirect or consequential loss.

10.2 LIMITATION OF LIABILITY

If the port may be held liable, such liability is limited to the extent specified in Sections 280 and 281 of the Danish Merchant Shipping Act (*in Danish: søloven*), whereby damages for one lot cannot exceed SDR 666.67. In addition, the liability is limited per container or similar transport units to SDR 10,000 per unit.

11. LIST OF RATES

SHIPS

Clause	Service	Description	Number	Price DKK/unit	Unit
3.1	Shipping dues	Single call	<8 days	4.19	BRT
3.1	Shipping dues	Monthly calls	>8 calls per month	23.44	BRT
3.1	Shipping dues	Monthly calls	Per month	23.44	BRT
3.3	Passenger charge	Call	Per person	6.36	person

GOODS

Clause	Service	Description	Number	Price DKK/unit	Unit
4.2	Commodity dues	Miscellaneous and general cargo	Per ton	15.91	ton
4.3	Commodity dues	Scrap steel and iron	Per ton	9.60	ton
4.2	Commodity dues	Sand, stones, gravels, crushed aggregates	Per ton	4.66	ton
4.2	Commodity dues	Soil and incineration ash	Per ton	4.66	ton
4.2	Commodity dues	Salt	Per ton	6.03	ton
4.2	Commodity dues	Cement, mortar and bricks	Per ton	10.78	ton
4.2	Commodity dues	Wood chips and wood pellets	Per ton	10.78	ton
4.2	Commodity dues	Wood, unprocessed and processed	Per ton	10.78	ton
4.2	Commodity dues	Biomass and sphagnum	Per ton	10.78	ton
4.2	Commodity dues	Waste for incineration	Per ton	10.78	ton
4.2	Commodity dues	Oil	Per ton	15.91	ton
4.2	Commodity dues	Oil products	Per ton	15.91	ton
4.2	Commodity dues	Grain and feedstuffs	Per ton	10.78	ton
4.2	Commodity dues	Fertilizer	Per ton	10.78	ton
4.2	Commodity dues	Seeds and fruits	Per ton	10.78	ton
4.2	Commodity dues	Steel and mill products	Per ton	12.68	ton
4.2	Commodity dues	Products of cement and concrete	Per ton	10.78	ton
4.2	Commodity dues	RDF/SRF bales	Per ton	10.78	ton
4.2	Commodity dues	Project goods ≥ 75 tons per unit	Per ton	17.92	ton
4.2	ISPS fee	ISPS	Per ton	0.09	ton

AREAS

Clause	Service	Description	Number	Price DKK/unit	Unit
6.1	Leasing of areas	Land area	Per m2	25.37	m2
6.2	Leasing of areas	Quay	>5 days <2 weeks	4.16	m2
6.2	Leasing of areas	Quay	>5 days +2 weeks	6.24	m2

MACHINERY, PERSONNEL ETC.

Clause	Service	Description	Number	Price DKK/unit	Unit
7.3	Leasing of machinery	Machine start-up cost	Per task	395.35	unit
7.3	Leasing of machinery	Harbour crane Liebherr 944 A	Per task	781.16	hour
7.3	Leasing of machinery	Harbour crane Sennebogen 870	Per task	1,009.19	hour
7.3	Leasing of machinery	Harbour crane including grab	Per task	6.00	ton
7.3	Leasing of machinery	Tractor including equipment	Per task	530.15	hour
7.3	Leasing of machinery	Skid loader including equipment	Per task	530.15	hour
7.3	Leasing of machinery	Salt brine	Per task	0.25	m2
7.3	Leasing of machinery	Crane basket	Per day	500.00	day
7.4	Leasing of personnel	Harbour assistant	Standard hours	395.35	hour
7.4	Leasing of personnel	Harbour assistant	Overtime work 50%	593.03	hour
7.4	Leasing of personnel	Harbour assistant	100%	790.70	hour
8.1	Leasing of machinery	External audit	Per crane	1,600.00	day

SUPPLIES

Clause	Service	Description	Number	Price DKK/unit	Unit
9.3	Sale of electricity	Card readers	Per kWh	3.71	KWh
9.3	Sale of cards	Card readers	Per card	150.00	unit
9.3	Plug-in fee	Manual outlets	Per outlet	395.35	unit
9.3	Leasing of secondary meter	Equipment	Per 50 meters	395.35	week
9.3	Supply charges	Daily rate	Per outlet	510.00	day
9.4	Sale of water	Card readers	Per m3	45.30	m3
9.4	Sale of cards	Card readers	Per card	153.00	unit
9.4	Leasing of water hoses	Equipment	Per 50 meters	395.35	week
9.4	Leasing of secondary meter	Equipment	Per unit	395.35	week
9.4	Plug-in fee	Manual outlets	Per outlet	395.35	unit
9.9	Administrative charges	Sale of diesel	Per outlet	1.00	liter
9.9	Sale of fuel card	Sale of diesel	Per card	150.00	unit

WASTE

Clause	Service	Description	Number	Price DKK/unit	Unit
9.8	Waste charges	Exemption	Per emptying	1,000.00	unit
9.8	Waste charges	No special fee	Cf. the Vordingborg Port waste handling plan		
9.9	Waste charges	Miscellaneous	Cf. the Vordingborg Port waste handling plan		



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