



CONDITIONS OF ENTRY – **PORT OF MAPUTO**

Dear Sir,

I, Capt. _____, Master Of _____
("the Vessel") owned / operated by _____ ("Owner"), having arrived within
the limits of Port of Maputo, Mozambique on _____ at _____ hrs.
Do hereby agree that:

1. Entry for any vessel into the Port of Maputo is subjected to acceptance of these Conditions of Entry.
2. The terms of use of the Port of Maputo, as well as the utilization of services (both marine and cargo related) provided by MPDC – Maputo Port Development Company ("the Concessionaire") or any of its sub-contractors, agents, servants or sub-concessionaires, are governed by the Port Regulations presently in force, which are published on the website <http://www.portmaputo.com>, or are available upon request.
3. Maputo Port Area is an ISPS Classify Facility. UN/LOCODE : MZMPM 25 58 S 032 33 E Level:1
Full compliance of all requirements prescribed in the ISPS Code is compulsory. Masters are requested to enforce and ensure the implementation of this prerogatives on board of their vessels at all times and they will be made fully responsables for any incident, breach or whatsoever of this nature, which MPDC refute any responsibility. Crew Members, Passengers, Staff and any other personnel engaged in the operation or assistance of the vessel, must be in possetion at all times, of one update and valid ID document, with update, picture in order to assure correct identification. The access and exit in the Port Area or the entrance/exit from the vessel, will not be permitted with full compliance of this requirement.
Access of personnel and vehicles to the Port Area, subject of previous written approval of Security Department and respective application of security procedures identified and recommended in the ISPS Code in accordance to each situation required.
4. The vessel and its crew agree to comply with the Port Regulations, all applicable legislation rules, regulations and decrees of the Republic of Mozambique, as well as any operating procedures, rules, guidelines or recommendations of the Concessionaire.
5. Master and Owners must ensure that their vessel is in fully compliant with all Regulations and Conventions in force, but not limited to, regarding Safety for Navigation, Environmental Acts, ISPS Code Regulations, etc., have on board the latest editions and updated Charts and Publications from the Area and full information needed, to demand and transit Maputo Roads and Channel, inbound and out bound and inform previously enter or departure any damage or defect.
6. Masters and Crews are responsible at all times, to insure that mooring lines are kept and tendered to and the gangway is always attended to, taking into attention the state of the tide and correct positioning of the vessel alongside the quay. MPDC will not be liable for any damage, incident, injury



or accident or whatsoever with regards to people, property, structures and other vessels, all included but no limited to, if any of these or other circumstances are not properly and permanently observed.

7. Masters are responsible to confirm by VHF CH 12 Maputo Port Control, with two hours' notice, their readiness for departure and coordinate with their Agents and Terminals in order to not realize contradictory information about this fact.
8. The Concessionaire, its sub-contractors, agents, servants or sub-concessionaires shall not be liable to any person for:
 - 8.1. any direct / indirect or consequential damages howsoever caused, including, but not limited to, damages for loss of profits, pure financial loss, demurrage, business interruption, production loss and/or prevention of operations;
 - 8.2. any direct / indirect damages, death and/or injury to any person whatsoever and howsoever caused other than those caused by acts or omissions on the part of the Concessionaire, its sub-contractors, agents, servants or sub-concessionaires executed in bad faith or those which are caused by gross negligence;
 - 8.3. any consequences of acts or omissions on the part of Customs, any other authority in the Port or any other party for whom the Concessionaire, its sub-contractors, agents, servants or sub-concessionaires is absolved from any vicariously liability ; or
 - 8.4. the consequences of any delay in the provision or interruption of services, including delays caused by the Concessionaire, its sub-contractors, agents, servants or sub-concessionaires in any circumstance.
9. Without prejudice to Clause 4, the Concessionaire, its sub-contractors, agents, servants or sub-concessionaires shall not be liable for any interruption or termination of Services resulting from, but not limited to, any event including, the interruption or suspension of the electricity supply or any other supply, any Incident, breakdown of machines, equipment or central, lack of fuel, strike, lockout or any other Labour dispute, act on the part of any Public Entity (local, provincial or national) or any Governmental agency or body, case of force majeure, adverse weather conditions, blockage or embargo, civil riot, sedition or any other cause beyond the control of the Concessionaire of any nature whatsoever.
10. To enter or departure from Maputo Port Jurisdictional Area, vessel must keep trim condition in EK or the closest possible to that condition. For exceptional situations, a written request must be submitted to the Harbour Master Office and get written approval for the effect.
11. MPDC does period sounding surveys in the Channel and alongside the quays. This surveys are done with certified and calibrated equipment, recognized by the International Hydrographic Association and assessed by official entities. Designed Depths of the Channel and alongside the quays are Chart Datum referred and publically advertised. The published values are the official and only accepted



ones for any dispute or whatsoever. Values achieved by the use of sounding strings and similar unreliable and not certified or calibrated methods are not accepted in the Port.

12. The disrespect of any clause of this “Conditions of Entry” after accepted and signed, of any Port Rule or Procedure, of any National Law or International Legislation, Convention or Agreement or whatsoever in force in Port Jurisdictional Area, constitute reason for immediate remove or not acceptance of Master/vessel in future calls.
13. MPDC-Porto de Maputo, has the exclusivity and first right of refusal of all Marine Service provided to vessels and floating structures, in the Port Jurisdictional Area, as well as the Regulation Authority. This services include but not restricted to: Pilot Services, Tug assistance, Pilot boats, mooring boats, Mooring Gangs and Operations, Bunkers, Fresh Water supply, Garbage and Sludge collection, Lubricant Supply, Boat Launch, Crew Boats, Transport of Authorities and Surveyors, Deliverance of stores and parts on vessels at anchorage or in Maputo Roads Area, Salvage Operations, Assistance and Towage, under the Clauses of UK Standard Conditions for Towage and Other marine Services (1986 Revision).
14. Towing services will be provided subject to the terms of the UK Standard Conditions for Towage and Other Services (1986 Revision) (“Standard Towage Conditions”), for which purposes the following definitions shall apply:
 - 14.1. Towing services are as defined in the Standard Towage Conditions;
 - 14.2. The Vessel and/or Vessel Owner shall be deemed to be the Hirer;
 - 14.3. The Concessionaire and/or any service provider responsible for provision of such Towing services for or on behalf of the Concessionaire shall be deemed to be the Tug owner; and
 - 14.4. The acceptance of these Conditions of Entry shall constitute the Agreement.
15. Each user that utilizes the equipment of the Concessionaire, its sub-contractors, agents, servants or sub-concessionaires shall do it for the users own account and risk.

Signature: _____

Name: _____

Master (For and on behalf of Owner), duly authorized

Ship Stamp