

## **CONDITIONS OF USE FOR VESSEL(S), CRAFT(S) and RIG(s) INVOLVED IN MARINE PROJECTS**

### **ADNOC PETROLEUM PORTS AUTHORITY ("PPA")**

**In addition to any regulations enforced by the PPA the following requirements must be observed at all times when working within the waters of the Petroleum Ports of Jebel Dhanna Ruwais and Das Zirku & Mubarraz.**

For the purpose of these Conditions of Use, reference to the defined term "Company" includes PPA, ADNOC and any ADNOC associated company.

1. All crafts, vessels and rigs must be approved by the ADNOC vetting team prior to arrival at any PPA port, following which the proposed scope of work must be approved by the Harbour Master of the respective port prior to commencement of any operations.
2. All crafts, vessels and rigs must obtain a Craft Entry Permit from the relevant Harbour Master prior to entry into waters and port limits within PPAs jurisdiction.
3. All marine operations, movements and moorings must be approved by the Harbour Master of the relevant PPA port prior to commencement of any work.
4. Marine crafts, vessels and rigs must not approach within **500 metres** around any berth at which any vessel is engaged in loading or discharging any petroleum cargo of any description. This includes but is not limited to crude oils, refined products of any description, LNG or LPG, whether in bulk or containers. No craft, vessel or rig may enter such restricted areas without specific instructions from the PPA and prior permission from the Harbour Master; also no communication by any craft, vessel or rig with a vessel alongside any berth is allowed without prior permission of Port Control.
5. Anchoring outside the designated anchorage areas is strictly prohibited unless prior approval is obtained from the Harbour Master of the port. When the use of anchors is required as part of the scope of work, the anchoring procedure and plan must be submitted for approval well in advance and in any event at least 5 days prior to the work commencing. Anchors must not be laid within 50 metres of any pipeline or 100 metres in the direction of pull. Anchor positions must be swept by appropriately qualified divers in possession of a valid diving permit issued by the Harbour Master, and marked before laying commences.
6. Un-propelled crafts or rigs must not be left unattended at any time.
7. Only approved personnel (Supervisors, Tug/Barge, Rig Masters) are to be employed aboard a craft, vessel or rig. Any crew changes must be notified well in advance and in any event within 7 days of the proposed change.
8. Procedures for any operations involving lifting must be submitted separately with a certificate of approval (for the lifting gear) from an independent third party company approved by the Harbour Master. Lifting Operations will only commence after such approval is obtained following which such operations are permitted at any time unless restricted by the Harbour Master.

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9. No tug and tow will be allowed to arrive into (or sail from) the jurisdiction of the PPA without carrying a valid Towing Arrangement Certificate and a voyage specific, Tow Approval Certificate indicating that a thorough inspection of the towing equipment and arrangements has been carried out by a competent person.
10. All personnel shall wear proper personal protective equipment at all times when involved in any operation within the ports and waters under the jurisdiction of PPA.
11. Communications must be maintained at all times between all vessels, crafts, rigs and the Harbour Master on the below VHF Channels:

**a. Ruwais Port Control/VTIS on VHF Ch. 16/09/21.**

**b. Das Zirku VTIS on VHF Ch. 16/12/23.**

Any incidents/accidents must first be reported immediately on the abovementioned VHF channels as to the respective VTIS, following which notice of the incidents/accidents may also be reported as follows:

**a. Ruwais : Tel: 00971 260-21606/21607 & Fax No.00971 260-21600**

**b. DAS VTIS: Tel: 00971 260-28998/28999 & Fax No. 00971 260-28950**

**c. Email: [ppaincidents@adnoc.ae](mailto:ppaincidents@adnoc.ae)**

12. RIASH (Ruwais Industrial Area Service Harbour) and DAS service harbour are considered as restricted areas. Any hot work to be carried out within these restricted areas requires prior written permission. PPA has authorized the Abu Dhabi Ports Operating Company (IRSHAD) to issue Hot Work Permits and to control all the hot work activities within these restricted areas. Applications for Hot Work Permits shall be made at least 24 hours in advance to IRSHAD via the Harbour Master of the respective port.
13. Under no circumstances shall garbage/ rubbish be dumped overboard, or any engine room bilges pumped out whilst the vessel, craft or rig is within ports and/or the waters of the PPA.
14. Any oil sheen must be immediately reported to the respective **Port Control** on VHF Channels/Telephone Numbers as mentioned in point 11 above.
15. Manoeuvring, movements, cargo operations or working under permit is allowed between sunrise and sunset only. No work is permitted during the hours of darkness unless prior dispensation is granted in writing by the Harbour Master of the respective port. A written request for seeking any such dispensation shall be made to the Harbour Master at least 24 hours in advance.
16. Any variations to agreed procedures must be approved by the Harbour Master of the respective port in writing before commencement of the job.
17. Vessels, crafts or rigs requiring entry to RIASH must contact **Ruwais Port Control** on VHF Ch. 09/16/21, for permission to enter. Maximum allowed Draft at RIASH is **7.0 metres**.

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18. Vessels, crafts or rigs requiring entry to the Service Harbour at Das must contact Das Port Control on VHF Ch. 12/16/23 for permission to enter.
  - a. Maximum allowed Draft to enter Service Harbour at Das is **2.7 meters**.
  - b. Das Service Harbour navigation is at daylight only without prior approval. Vessels, crafts or rigs requiring entry to Zirku Pier must contact Zirku Radio on VHF Ch 16/15 and Das VTIS on Ch.23 for permission to enter.
  - c. Vessels or crafts or rig requiring entry to Mubarraz must contact Mubarraz Marine on VHF Ch. 17 and Das VTIS on VHF Ch. 16/23/12 for permission to enter.
19. When crossing any subsea pipelines, all vessels, crafts or rigs must ensure they maintain a minimum under keel clearance ("UKC") of 3 metres plus any allowances for swell. If under exceptional circumstances, vessels, crafts or rigs are required to cross such pipelines etc. with a UKC of less than 3 metres, a detailed procedure for such operations is to be submitted to the Harbour Master in advance and work may proceed only after written permission is obtained. Under no circumstances whatsoever may UKC be reduced to less than 1 metre, plus any allowances for swell.
20. Appropriate diving permits need to be obtained from PPA for all diving operations. The Port Control of the respective port must be informed on the VHF Channels mentioned in point 11 above before the commencement of any diving operations; further:
  - a. The Diving Operations are to be carried out in compliance with ADNOC- Code of Practice V4-09.
  - b. The Diving Supervisor must ensure that no other surface activity is in progress that may cause harm/interruption to his divers/operations. He must cease diving operations if any other operations in the area have been observed that may cause harm, interruption or confusion to his divers/operations. He must immediately contact the Port Control of the respective port on VHF Channels mentioned in point 11 above to resolve the issue, and only once the issue has been fully resolved may the diving operations be resumed.
21. Notwithstanding any of the above conditions, these rules do not relieve the Master of his responsibility for the safety of his vessel, craft, rig or crew, nor does it relieve the Master of any of his liability whatsoever for damaging any installation or equipment belonging to the Company.
22. Neither the Company, its servants, employees, directors, shareholders, subsidiaries, agents, contractors and subcontractors and/or affiliates shall be responsible for any loss, damage, liability, expenses and/or delay of whatsoever nature and howsoever sustained:
  - a. by any vessel, craft, rig cargo and/or persons on board any vessel, craft and/or rig whilst using the Ports of the PPA and within the territorial waters of the PPA;
  - b. by or arising from strikes, lockouts, labour disputes or disturbances whether the Company, its servants, employees, directors, shareholders, subsidiaries, agents, contractors, subcontractors and/or affiliates are a party to it or not;

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- c. arising from any assistance, advice or instructions given by whomsoever to any vessel, craft and/or rig while within and using the Ports of the PPA and within the territorial waters of the PPA. In all circumstances, the Master (or the equivalent on a rig and/or craft) of any vessel shall remain solely responsible, on behalf of his Owners, for the safety and navigation of his vessel, craft and/or rig and the Owners shall be liable for the costs of any damage and (whatsoever and howsoever caused) whether or not by the neglect, error and/or mistake of the Company, its servants, employees, directors, shareholders, subsidiaries, contractors, subcontractors and/or affiliates.
23. All users of the Ports of the PPA, caused by the said user or their agents, contractors, subcontractors employees and affiliates and/or all vessels, crafts and/or rigs (including the Owners of the same) shall be responsible for all damages, including but not limited to pollution, of whatsoever nature and howsoever caused to any person, berth, premises, gear, equipment, any other facility, property and/or environment within the Ports of the PPA and territorial waters of the UAE and they will indemnify and hold harmless the Company against any loss, damage, liability or expense (including legal fees) whatsoever that it might incur as a result.
24. Any and all damages shall be immediately reported to the Harbour Master who will then inspect the damage. Such inspection will in no way make the Company its servants, employees, directors, shareholders, subsidiaries, agents and/or affiliates liable for the damage or the costs arising therefrom and it shall in no way prejudice any of their rights, whether in contract or at law.
25. The Company reserves the right to repair, or otherwise cause to be repaired (including wreck removal), or remove pollution and/or rehabilitate the environment. Any and all such remedial measures shall be at the sole expense of the user of the Ports of the PPA, their agents, contractors, subcontractors, employees and affiliates and/or all vessels, crafts and/or rigs (including the Owners of the same) operating within the territorial waters of the PPA and the user, its agents, contractors, subcontractors, employees and affiliates and/or all vessels, crafts and/or rigs (including the Owners of the same) agrees to indemnify and hold harmless the Company against any such loss, damage, liability or expense.
26. The Company at its sole discretion may require a suitable form of guarantee to be furnished by the user of the Ports of the PPA, their agents, contractors, subcontractors, employees and affiliates and/or all vessels, crafts and/or rigs (including the Owners of the same) within the territorial waters of the PPA to cover the costs of repairs, clean up and rehabilitation; such guarantee is not to be unreasonably withheld.
27. Regardless of whether or not these Conditions of Use are signed, by entering into and/or using the ports and territorial waters of the PPA, all users of the Ports of the PPA, their agents, contractors, subcontractors, employees and affiliates and/or all vessels, crafts and/or rigs (including the Owners of the same) operating within the territorial waters of the PPA accept and unconditionally agree to be irrevocably bound by these Conditions of use.

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28. These Conditions of Use and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the Laws of Abu Dhabi and the UAE.
29. All users of the Ports of the PPA agree that any dispute or claim arising out of or in connection with these Conditions of Use in any manner whatsoever shall be referred to the exclusive jurisdiction of the Abu Dhabi Courts.

Name of Vessel/Craft/Rig: \_\_\_\_\_

Company Representative/Master's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Stamp: \_\_\_\_\_

Date: \_\_\_\_\_