

**MPDC Quality Management System****Effective Date**

23-04-2024

**Form №:**

Conditions of Entry to Port of Maputo

MPDC-FR-MAR-07

**Rev. №:**

02

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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 always enforce and ensure the implementation of these prerogatives on board of their vessels and that they will be made fully responsible for any incident, breach for 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 always in possession, of a valid and up to date ID document, with recent photo to assure correct identification. Access or exit to/from the Port Area as well as entrance or exit to/from the vessel, will not be permitted without full compliance of this requirement.  
Access of personnel and vehicles to the Port Area, is subject to previous written approval by the Security Department and the respective application of the security procedures identified and recommended in the ISPS Code in accordance with 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 their Local Nominated Vessel Agents, are compulsory requested to inform and declare, for the purpose of "Acceptance" of their vessels and for the process of "Nomination" in the VAN System, if their vessels are carrying IMO CLASS CARGO, as well as their characteristics, IMO Class and Sub- Class, quantities and any other relevant related information.  
The incompliance of this rule, totally or partially, will constitute an Act of False Declarations and might imply the declination of the vessel in the system, remotion or refuse of the vessel to enter the Port Marine Jurisdiction Area.



7. For Vessels using Scrubber System, only Close Loop Scrubbers are allowed to function during their stay inside the Port Marine Jurisdiction Area (see the limits of Port Marine Jurisdiction Area in UKHO Chart 644 WGS-84).
  - a) Vessels using Open Loop Scrubbers must change over to Bunkers with a concentration of Sulphur equal or less than 0,1% before entering the Limits of Port Marine Jurisdiction Area and during all their stay in Port.
  - b) Only Bunkers with concentrations of Sulphur equal to or less of 0,1% are allowed to be used by vessels inside the Port Marine Jurisdiction Area and during all their permanence in Port.
8. Masters must confirm by email to Port Control ([portcontrol@portmaputo.com](mailto:portcontrol@portmaputo.com)) the ETA of their vessels to Fairway Buoy 1N, **six hours prior and three hours prior arrival to Fairway Buoy 1N**.
9. For the purposes of Acceptance and Approval of Vessels for Nomination, it is compulsory required to indicate the reference of the UKC Policy in writing and the respective introduction of the document in the VAN.
  - a) No vessel can be accepted and approved for Nomination without a clear UKC Policy indicated for operation.
  - b) Maximum Sailing Draft will be determined according to the UKC Policy indicated.
  - c) Vessels without a clear UKC Policy from the Company will be operated according to Port UKC Policy.
10. Masters and Crews are always responsible, 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.
11. **"WHISTLE BLOW POLICE" against CORRUPTION AND EXTORTION ACTS** – Masters, Crews, Agents, Owners and anyone involved directly or indirectly in the operations of the vessels but not restricted, are compulsory required to comply with the Policy of Whistle Bow for acts or attempts of corruption, bribery and extortion and being aware or being victims of such acts and report immediately to the Harbour Master, Port Authority, PFSO/Port Security or Port Control by VHF CH12.  
Records of names, functions, Entities, hours and signatures of every person or authority agents entering the vessels, must be taken, and kept in good order for possible consultation, complying with the requirements of the ISPS Code in force in the Port Facility Area.  
Any acts or attempt of Corruption, Bribery or Extortion it is not tolerated and attempt against the Port Rules and Policy and also against the Country's Law.  
Everyone involved in this act will be submitted to the Port Rules and Legal Laws.
12. 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.
13. The Concessionaire, its sub-contractors, agents, servants, or sub-concessionaires shall not be liable to any person for:

- 13.1. 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.
- 13.2. 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.
- 13.3. 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
- 13.4. 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.
14. Without prejudice to Clause 5, 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 Labor 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.
15. To enter or depart from the Maputo Port Jurisdictional Area, the vessel must as much as possible keep trim in an EK condition or as close as possible to this condition. For exceptional situations, a written request must be submitted to the Harbour Master Office requesting written approval for this effect.
16. MPDC performs periodic sounding surveys of the Navigation Channel and alongside the berthing quays. These surveys are performed with certified and calibrated equipment, recognized by the International Hydrographic Association, and assessed by official entities. Designed Depths of the Navigational Channel and alongside the berthing quays are Chart Datum referred to and publicly advertised. The published values are the official and the only accepted ones for any dispute or whatsoever claim. Values obtained using sounding lead-lines and any similar unreliable and not certified or calibrated methods are not accepted by the Port of Maputo.
17. The non-compliance with any clause of this "Conditions of Entry" document, after accepted and signed, as well as of any Port Rule or Procedure, of any National Law or International Legislation, Convention or Agreement or whatsoever in force inside Port Jurisdictional Area, constitute reason for immediate removal or non-acceptance of Master/Vessel in future calls at the Port of Maputo.
18. 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.



## MPDC Quality Management System

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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).

19. 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:

- 19.1. Towing services are as defined in the Standard Towage Conditions.
- 19.2. The Vessel and/or Vessel Owner shall be deemed to be the Hirer.
- 19.3. 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
- 19.4. The acceptance of these Conditions of Entry shall constitute the Agreement.

20. 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

**Last Revision: 23dr April 2024**