

Crane Regulations for Kalundborg Harbour

Please refer to the designs shown here for information on the cranes available. The following terms and conditions shall apply to crane rental:

1 Use of Cranes

Item 1.1

Kalundborg Harbour places the cranes at the renter's disposal with crane operators. The renter is obliged to familiarise him/herself with the laws, acts, etc. relevant to the crane rental/use and to ensure compliance with these rules and regulations. These shall include the Ministry of Employment's regulations on the use (rigging), storage, and labelling of lifting aids, as well as placement and use of cranes.

Item 1.2

A crane may not swing its load over any other vessel than that which it is servicing and the crane operator is obliged to allow the crane to work only in such ways as are consistent with the crane's construction and operating principles.

Item 1.3

Electric cranes on rails may not be moved along the wharf while carrying loads. If it is necessary to shift a wharf crane, the renter or its representative shall ensure that the crane rails and cable chute are free from obstructions.

Item 1.4

Cranes may not be used to lift loads that exceed their maximum load capacities. The maximum capacity is stated on every crane.

Item 1.5

When two cranes need to work together, the connection shall be ordered separately, and the harbour's representative shall be present during the work. For complicated dual lifting, the renter shall draw up a plan showing the load's centre of gravity, the placement of the rigging gear on the load and the stress borne by each hook. Kalundborg Harbour shall provide assistance in working out the best solution. The cranes are designed for vertical lifting only and may not be used to lift loads at an angle. Nor may they be used to remove straps and chains, which lie under cargo unless the cargo in question consists of pipes, reinforced concrete rods, other rounded iron or unbound flat and sectional iron (scantling size < 8 cm). In these cases, an additional condition that the cargo's weight does not exceed 3/5 of the crane's permitted load capacity shall apply.

Item 1.6

Cranes equipped with a grab may not be used to lift other materials than those for which they were designed. Exceptions may be made with the express prior consent of Kalundborg Harbour. Kalundborg Harbour shall also determine the assignments for which it is appropriate to use hoppers.

Item 1.7

When using a grab to lift cargo from a small vessel, the renter shall ensure that someone is placed at the hatch to help guide the grab.

2 Ordering

Item 2.0

Provided that the lifting and loading work takes place in the harbour's normal working area, Kalundborg Harbour shall strive, under all circumstances, to provide the necessary crane assistance.

Item 2.1

Cranes shall be ordered/cancelled at Kalundborg Harbour, tel.: +45 59 53 40 00.

If work is set to commence before noon, it shall be requested well in advance, not later than 13:30 on the previous normal working day (13:00 on Fridays).

Item 2.2

In order to give the crane operator adequate notice pursuant to the collective bargain agreement, requests for overtime work shall be submitted on the previous day, within the harbour's normal working hours.

Item 2.3

In the event of overtime on Saturday, Sunday and during holidays, orders shall be submitted as early as possible and not later than 12:00 on the previous normal working day.

Item 2.4

If ordering deadlines are not met, crane work may only be expected with two hours' notice. If the crane must first be moved from another wharf, longer notice shall be necessary.

3 Responsibility

Item 3.1

Kalundborg Harbour's crane rental business consists solely of placing cranes at the disposal of the renter. The renter shall, therefore, be responsible for any and all supervisory and operational obligations.

Item 3.2

Kalundborg Harbour is not responsible for any disruption to the crane's operability.

Item 3.3

Kalundborg Harbour shall not undertake any work involving suspending the load from the cranes or supplying the necessary rigging gear.

Item 3.4

The renter or its representative shall be responsible for managing the crane's work by advising the crane operator of the movements the crane must make and informing the operator of other aspects related to the anticipated execution of the work. This information shall be provided in Danish. The renter shall also be responsible for appropriate coordination between the crane, vessel, other involved loading and unloading operations, etc.

Item 3.5

The crane renter shall be responsible for undertaking every aspect of the work in a safe and prudent manner. This shall include paying attention to labour and environmental concerns to the fullest extent possible, including taking account of weather conditions, the ship's layout and construction, and the possible need to suspend the work.

Item 3.6

Kalundborg Harbour shall not be liable for any injuries to persons or damage to property that may occur in connection with crane use. Nor shall Kalundborg Harbour be responsible for damage to the ship and its dunnage, ballast tanks, double-bottom tanks, etc., regardless of whether the damage occurs as a result of missing or insufficient information regarding obstructions.

Item 3.7

Kalundborg Harbour shall be liable only for injuries resulting from the use of Kalundborg Harbour's cranes if the crane renter proves that the injury is the result of an error or neglect on the part of Kalundborg Harbour's personnel.

Item 3.8

The crane renter shall be liable for all damage to the crane and crane materials occurring during the rental period, including for damage resulting from missing or insufficient information regarding obstructions, in the cargo hold and elsewhere.

4 Limitation of Liability

Item 4.1

Insofar as Kalundborg Harbour is found liable under any of the provisions above or is otherwise deemed liable, any such liability shall be limited, as follows:

Indemnities shall be set according to the value of goods of the same type and quality and at the same time as the damage occurred. The value of the goods is determined on the basis of the market price or, in the absence thereof, of the typical value of goods of the same type and quality.

Indemnities may not, however, exceed SDR 666.67 per item or other cargo unit or 2 SDR per gross kilo of the damaged cargo, depending on which calculation results in the highest value. Indemnities for containers and similar transport units with cargo contents may not exceed DKK 75,000.00.

Indemnities shall not be due for the renter's or third party's operating losses, lost time, lost profits, lost market share, lost goodwill, lorry waiting time, harbour worker time, etc.

SDR (Special Drawing Rights) is the unit of calculation referred to in Section 505 of the Danish Merchant Shipping Act. The SDR shall be translated into Danish kroner at the rate applicable on the day on which the damage was ascertained.

5 Priority

Item 5.1

First priority shall be given to crane rental for loading and unloading ships, with secondary priority given to loading and unloading lorries, etc. Ships shall generally take turns at loading and unloading. Under other circumstances, Kalundborg Harbour shall determine who has priority and shall arrange with the renter which cranes will be used.

6. Overtime

Item 6.1

When a vessel is waiting for a crane, the renter who is currently using the crane in question is obliged to expedite the work as much as possible and extend the working hours by at least three hours of overtime per day or institute shift work. In the event of non-compliance with this provision, Kalundborg Harbour may suspend the vessel's crane work at the close of normal working hours, order the vessel to another mooring place and place the crane at the disposal of the waiting vessel.

Item 6.2

The vessel lying first in queue or its consignee/unloader is obliged to make immediate use of the crane as soon as it is available, regardless of when it becomes available during the hours of 07:00 to 20:00. In the event of non-compliance with this provision, the crane shall be made available to the next vessel in queue that makes immediate use of it.

7 Cleaning

Item 7.1

Pollution (spillage) related to loading and unloading may not spread beyond the ship's working area on the wharf.

Item 7.2

The renter shall take precautions against and clean up any and all spillages on wharfs and roads during loading and unloading so as to ensure compliance with Kalundborg Harbour's regulations, as well as any applicable environmental protection regulations.

Item 7.3

For the sake of the environment and other users, all affected areas shall be cleaned immediately after the loading and unloading is complete or not later than the beginning of the following working day.

Item 7.4

All waste shall be collected and disposed of at an approved refuse dump in an environmentally responsible manner. Reusable waste may not be stored in the harbour areas but shall be collected and stored in containers.

Item 7.5

The responsibility for the cleaning shall lie with the cargo owner (defined as the party paying for the customs duty, wharf fees or other similar fees to the harbour) or with the company/stevedore firm carrying out or overseeing the loading/unloading work. The responsible party shall pay all expenses related to cleaning.

Item 7.6

If cleaning is not undertaken immediately after loading or unloading is complete, the harbour shall undertake cleaning on behalf and at the expense of the responsible party.

Item 7.7

Crane work shall not be considered complete until the crane is spotlessly clean and, in the case of mobile cranes, ready to drive from the area.

Item 7.8

Where Kalundborg Harbour is required to undertake the cleaning, this shall be requested at the same time as the cranes are ordered.***

***Please refer to "Prices and Terms & Conditions" for information on rental of personnel, machines, and containers.

8 Rates

The rates for crane use are listed in Kalundborg Harbour's "Prices and Terms & Conditions" for the calendar year in question.

Item 8.1

Crane rental is calculated from the time at which the crane is ordered and made available. A minimum of one hour is payable followed by increments of each half hour or part thereof.

Item 8.2

Crane rental fees shall be paid to Kalundborg Harbour following receipt of a mailed invoice. If the crane rental is paid for in cash, Kalundborg Harbour's representative shall provide a receipt for the sum.

Applicability

The current regulations shall be applicable from 1 November 2005.

In case of doubt the Danish version of crane regulations take precedence.