



**PORT OF FREDERIKSHAVN**

# TERMS OF BUSINESS PORT OF FREDERIKSHAVN

Valid from 01.01.2021



## **Port of Frederikshavn**

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**These present regulations comprise the terms and conditions for calling at Port of Frederikshavn**

**All prices and amounts are directional and quoted exclusive of Danish VAT and other taxes and are subject to change at no prior notice.**

**These business conditions are published in Danish and English. In the event of any dispute pertaining to the contents, the wording of the Danish version shall be the valid version.**

# Terms of business

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# **1. Particulars and documentation**

## **Submission of particulars**

The master or the agent of the vessel shall submit to the Port Authority such particulars on the vessel and cargo, etc. as are necessary for the calculation and collection of port, quay and commodity dues as well as the ship's papers, manifests, weight certificates, etc. confirming the particulars submitted.

The master or the agent of the vessel shall further submit to the Port Authority such particulars on the vessel, passengers, cargo - including means of transport, containers, etc. - as are necessary for statistical purposes.

Prior to her departure, a vessel or her local agent shall pay all the incurred dues to the Port Authority. However, against a deposit or other security the Port Authority may permit departure before payment is made.

## 2. Arrival and quay dues

<b>All vessels excl. of vessels in scheduled service</b>	
<b>1.</b> Arrival dues	DKK 0.96 /GT
<b>2.</b> Quay dues – loading/unloading	DKK 3.08 /GT
<b>3.</b> Quay dues – other	DKK 0.16 /GT/day
<b>4.</b> Quay dues - minimum	DKK 64.00 /day
<b>5.</b> Small vessel – fixed agreement	DKK 3,000 /year
<b>Vessels in scheduled service</b> (as recognized by the Port Authorities)	
<b>6.</b> Monthly charge	DKK 6.69 /GT
<b>7.</b> Arrival dues	DKK 0.96 /GT
Quay dues	DKK 1.51 /GT

### 2.1 General regulations

#### **Arrival dues**

All vessels and all floating material shall pay arrival dues for entering the port's area. Payment of arrival dues rests upon the vessel.

Arrival dues will be calculated on the basis of whole Gross Tonnage (GT).

If the vessel has no Gross Tonnage, such will be calculated on the basis of length x width x draught (mean).

The arrival dues cover one call at the port.

#### **Quay dues – loading/unloading**

The quay dues for cargo handling cover a period of time deemed normal for the specific type of cargo handling. If the Port Authorities consider the cargo handling period to be exceeded, the vessel will be charged additional Quay Dues at the per day rate for the duration of the stay.

For loading/unloading operations from ship to ship the charge will be 50% of the quay dues.

#### **Quay dues - others**

Quay dues will be charged as of the calendar day following the day of arrival, and will be levied for each day until the departure of the vessel.

Lay-up of vessels or rigs in the harbour must, upon the request of the Port Authorities be marked with clear lights or AIS.  
Minor vessels located in the fishing harbour, dingey and boat area must be covered by valid liability insurance.

### **Monthly dues for vessels in scheduled service**

Shall be paid in advance on a monthly basis and will permit an unlimited number of calls within the calendar month in question.

If the vessel, due to breakdown, is prevented from calling at the Port in the month covered by the dues already paid, such dues will be refunded proportionally.

For the ferries mentioned above, the following shall apply:

- a) If a shipping company inserts a replacement ship to sail in accordance with the timetable in force for a service, any monthly dues for the ordinary ship will also cover the replacement ship.
- b) If two or more vessels take turns serving specific tours in a timetable, monthly dues shall be paid for the largest ship, whereas other vessels shall be exempt from payment of shipping dues.

### **Dues – minimum**

All vessels except small vessels with a fixed agreement shall pay a minimum due of DKK 64.00/day.

### **Berth**

Small vessels, comprising fishing boats, can if the Port of Frederikshavn should have any available sites, make an agreement on a fixed loading berth in the harbour.

A firm loading berth is settled in advance one year at the time, and follows the calendar year, regardless of the berth being used the entire year.

The rate for a berth in 2021 is DKK 3,000.00.

The port can cancel a berth with one month's notice. A pro rata amount is reimbursed when cancelling, corresponding to the remaining of the months of the year.

## **2.2 Exemption from arrival dues**

Exempt from arrival dues are:

- a) Vessels exclusively taking bunkers, provisions, is repairing or changing crew members and is calling at the port for less than four hours.
- b) Vessels working for the port.

- c) Vessels re-entering the port after test- and trial-runs after having received service or repair within the port area.
- d) Tugboats stationed at the port.
- e) Training ships and pleasure crafts when these are not commercially employed.

### **2.3 Exemption from quay dues**

- a) Vessels working for the port.
- b) Tugboats stationed at the port.
- c) Training ships and pleasure crafts when these are not commercially employed.

### 3. Tax on goods

Rates	
Nature of cargo	
1) General cargo	DKK 16.97 /t
2) Scrap metal, waste, wood, pellets, etc.	DKK 11.95 /t
3) Stone aggregate, clay, sand, salt, fly ash, etc.	DKK 5.39 /t
4) Oil	DKK 16.11 /t
5) Ferry cargo and container cargo	DKK 13.06 /t
6) Ad valorem tax, fish and shellfish (%)	2.40%
7) Passenger dues	DKK 2.33 per head
8) Vehicle dues (registered)	DKK 11.67 per vehicle

Commodity groups (items 1.-4.) are defined according to item tariff numbers of the customs tariff (see the following pages)

#### 3.1 General regulations

Calculations of commodity dues shall be based on the rules set out in this present section.

The dues shall be payable on all goods loaded or unloaded or in any other way transferred in the Port or in the harbour fairways leading to it.

The commodity dues shall be incumbent on the consignee or the consigner respectively, and the vessel shall have right of recourse against the consignee or the consigner respectively. As far as the dues on fresh fish etc. are concerned, however, the rules under item 7 shall apply.

a) The master of the vessel shall notify the Port Authorities in writing of the nature and weight of the commodities (cf. item 7, however). The total weight of the commodities shall be stated as the gross weight in whole hundreds of kilos.

b) When rates are changed, dues shall be calculated on the basis of the rates in force at the commencement of the loading or unloading, respectively.

## The cargo dues shall be

### 1. DKK 16.97 per tonne

For the loading or unloading of goods of the below nature, the dues may be calculated according to the following rates, provided that the nature of the goods is stated with reference to the relevant chapters of the customs tariff.

The commodity classifications stated in brackets after the number of the Customs tariff are solely directional.

The text of the customs tariff decides which commodity group shall be referred to the chapter or principal position numbers.

### 2. DKK 11.95 per tonne

Goods in this category:

Customs tariff, principal position 07.01	(Potatoes)
Customs tariff, position 07.13.10	(Fodder peas)
Customs tariff, position 07.14.90	(Tapioca)
Customs tariff, chapter 10	(Cereals)
Customs tariff, principal position 11.01-04	(Flour and groats of cereals)
Customs tariff, chapter 12 except commodities belonging to position 1212.91-92 and principal position 12.14	(Oil seeds, other seeds, fruit etc.)
Customs tariff, chapter 23	(Herring meal, oilseed cakes, vegetable products etc. for animal fodder)
Customs tariff, principal position 25.01 and 25.23	(Salt) (Cement)
Customs tariff, chapter 31	(Fertilizers)
Customs tariff, principal position 44.01-07 and 44.09	(Wood, unprocessed or semi- processed)
Customs tariff, chapter 68	(Goods of stone, cement, asbestos, etc.)
Customs tariff, principal position 69.02	(Clinkers, clay pipes and fire bricks)
Customs tariff, principal position 69.04	(Bricks)
Customs tariff, principal positions 72.01-07 72.18 74.01-04 75.01-03 76.01-02 78.01-02 79.01-02 80.01-02 81.04	(Metals, base, scrap etc.)

### 3. DKK 5.39 per tonne

Customs tariff, chapter 5	(Non-edible products of animal origin)
Customs tariff, position 12.12.91-92 and principal position 12.14	(Sugar beets etc.) (Other beets etc)
Customs tariff chapter 25 except commodities belonging to principal position 25.01 principal position 25.23	(Earth and stone, lime, plaster and sulphur) (salt) and (cement)
Customs tariff chapter 26	(Ores, slag and ashes)
Customs tariff, position 28.33, 29.50	(Iron sulphate)
Customs tariff, principal position 38.23	(As far as chemical plaster is concerned)
Customs tariff, position 70.01.00.10.0	(Broken glass etc.)

### 4. DKK 16.11 per tonne

Customs tariff chapter 27.10	(Oil etc.)
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### 5. Goods carried by ferries and container goods.

Dues payable equal **DKK 13.06 per tonne**, irrespective of the nature of the goods.

### 6. On fish and shellfish unloaded from fishing vessels or smacks, whether prepared or not, **2.40% of the value** of first-hand sale shall be payable, albeit maximum DKK 27,000 per landing. (By a landing is understood the total load per call by a vessel).

The commodity dues on fish etc. shall be paid by the customer (auctioneer, fishmonger, or purchaser) who shall notify the Port Authority in writing of the basis of the calculation. Subject to approval by the Port Authority, the notification may cover a specified period, not exceeding one month, however. The purchaser shall present a specification of such purchases when requested to do so. Likewise, masters of the vessels mentioned shall state in writing the value and weight of the cargo as well as the name of the purchaser when requested to do so by the Port Authority.

It is the duty of the buyer/captain of the vessel to prove to the port that the value of a landing exceeds of DKK 1,125,000, where he wants to apply the regulation about a maximum fee of DKK 27,000.

### 7. A due of **DKK 2.33 per person** shall be paid for all passengers embarking or disembarking within the port area.

- 8.** A due of **DKK 11.67 each** shall be paid for all registered cars which are loaded or unloaded within the area of the port.

Dues are not levied on other registered vehicles.

### **3.2 Exemption from tax on goods**

The commodities listed below shall be exempt from tax on goods. As far as cargo is concerned, the exemption presupposes that in his statement, cf. 3.1. of the General Regulations, item a., the master or the agent of the vessel has requested that the commodities be loaded or unloaded without payment of commodity dues.

- a) Empty railway carriages, when not dispatched as articles of commerce.
- b) Empty containers, empty packages and loading and unloading gear, when not dispatched as articles of commerce.
- c) Provisions and other necessities for the vessel own consumption.
- d) Ice, salt, and chemicals for preservation of cargo or expected catch.
- e) Navigation marks when not dispatched as articles of commerce.
- f) Commodities and materials used by the Port itself.
- g) Goods which are temporarily unloaded and reloaded to the vessel in the course of one call at the port.
- h) Goods re-exported from the port within 14 days from date of discharge, provided that, after the unloading, the goods have not been subjected to any processing or treatment, including packaging and repackaging.

For commodities, without having been landed, transferred from ship to ship, 50% commodity tax shall be paid.

### **3.3 Refund of tax on goods**

Commodity dues may be refunded subject to following circumstances:

- a) Where too high commodity dues have been paid as a consequence of an erroneous statement, a refund of commodity dues may take place providing that this can be proved and providing that a claim is made to the Port Authority no later than 3 months from the day of payment.

A service charge of DKK 300 shall be paid per service in connection with refunds.

b) In the event that laid-out commodity dues are not paid by the consignee or the consigner, respectively, to the vessel or to her agent, a refund may be made when so requested, on the provision that the following conditions are complied with:

At the same time as payment is made to the Port Authority, the vessel or her agent shall claim the commodity dues from the consignee or the consigner, respectively. The claim shall state that provided payment is not made within 5 days, the Port Authority will be notified of the claim.

In the event that the commodity dues have not been paid by the consignee or the consigner, respectively prior to the respite indicated, notification to that effect enclosing a copy of the letter to the consignee or the consigner, respectively shall be submitted directly to the Port Authority.

Amounts below DKK 500 shall not be refunded.

## 4. Area rent

### 4.1 General terms of rent

Short or long-term lease of areas shall be entered according to separate agreement.

The "General provisions for the lease of areas at Frederikshavn Havn (Port of Frederikshavn)" shall be applicable at all times. The terms in force will be attached to the individual agreement.

<b>Rates</b>	
<b>Area rent</b>	<b>DKK</b>
Rent – traffic harbour	29.81 per m <sup>2</sup>
Paved area – traffic harbour	40.23 per m <sup>2</sup>
Rent - fishing harbour	27.59 per m <sup>2</sup>
Paved area – fishing harbour	37.24 per m <sup>2</sup>
Non contractual area rent	0.16 per m <sup>2</sup> /day
Non contractual area rent - paved	0.24 per m <sup>2</sup> /day
Non contractual area rent – quay areas	0.34 per m <sup>2</sup> /day

## **5. Warehouses**

### **5.1 General terms**

Cargo can be stored in the warehouses intended for cargo storage, to the extent that space is available. Prior to the storage of goods, the approval of the Port Authorities must be obtained. Space is usually appointed on a first-come, first-serve basis. Upon application, which may be requested in writing, the nature, quantity and expected period of the goods storage must be stated. Furthermore, information about the owner of the goods and for whose account the goods will be stored must be submitted.

IMDG-classified goods or other goods which may constitute a risk of damage to other goods cannot be stored without the prior approval from the Port Authorities.

Stored goods are not insured by the Port Authorities, who furthermore cannot be held responsible for theft, vandalism, or similar damage to the stored goods. In this connection, it is pointed out that tenant has been made aware of the fact that other tenants have independent access to the warehouse. It is the responsibility of the cargo owner to ensure, that the warehouse is suitable for storage of the goods in question. Storage will, consequently, in all respects be at the owner's risk and responsibility. The owner of the goods shall be liable for all damage caused to the warehouse and other goods, arising from the handling of goods, driving of trucks etc.

The Port Authorities can at any point of time require the goods removed or transferred to another appointed position. All costs connected with such removal or transfer of goods shall be at the account of the cargo owner. If such instruction is not adhered to, or goods are stored without permission, the Port Authorities are entitled to remove the stored goods at the owner's account and risk and, if necessary, to sell off the goods in part or in full in order to cover the costs of the Port Authorities.

If an appointed space has not been taken into use no later than on the day following the appointed date, the Port Authorities shall be free to dispose of the space. An appointed space cannot be leased to a third party without special permission obtained from the Port Authorities. Even if such permission is granted, it is still the responsibility of the tenant to return the key of the warehouse.

Upon entering into the agreement, the tenant will be given a key to the warehouse, for which he will be required to sign. An increase of the size of the tenancy will not result in further keys being handed over to the lessee. The key shall be surrendered along with the notification of cancellation of the lease. In the event that the key is lost, the tenant will be charged for all costs connected with the subsequent replacement of locks, which will be required for security reasons.

## **5.2 Rates, measuring and payment**

The fee is **DKK 30.40 per month per m<sup>2</sup>**.

Measuring of the leased area is performed by the Port Authorities. The lease period commences on the day of the arrival of the goods and continues until all the goods have been removed, and the Port Authority has been informed about this.

Termination or reduction of the lease will be recognised upon the request thereof, however no earlier than from the day on which the goods are removed and, with regards to the termination of the lease, from the date on which the key to the warehouse is surrendered.

The rent will be collected by the Port Authorities, who can require security for the payment of the rent, or alternatively, request pre-payment for an agreed period.

## **5.3 Handing over at the expiry of the lease**

The tenant is obliged to return the leased space in same conditions as when received, and completely cleaned. In lieu of this, the Port Authorities are entitled to have the premises cleaned and repaired for the tenant's account.

## 6. Open storage areas

### 6.1 General terms

Cargo may be stored in the open-storage areas intended for this use, to the extent that space is available. Prior to the storage of goods, the approval of the Port Authorities must be obtained and, likewise, further agreement as to the use of the area must be reached. Upon application, which may be requested in writing, the nature, quantity and possible hazard class of the goods must be stated. Likewise, information should be submitted about the owner of the goods and, also, about on whose account the goods will be stored.

Goods intended for loading or goods having been unloaded from vessels may be stored free of charge for a period of 7 calendar days. The period of storage shall be calculated from and including the day on which storage was commenced. The goods will be stored at the risk of the owners. The Port Authorities can at all times require the goods removed or transferred to another position allocated within the Port Area. All costs connected with such goods removal or transfer shall be for the account of the cargo owner. If such an instruction is not adhered to, or if goods are stored without permission, the Port Authorities are entitled to have the stored goods removed at the account and risk of the owners, and if necessary, to sell off the goods in part or in full in order to cover the costs of the Port Authorities. If an appointed area has not been taken into use no later than on the day following the appointed date, the Port Authorities are free to dispose of the area.

### 6.2 Rates

The area-rent rates are as follows:

<b>Unpaved areas:</b>	<b>DKK 0.16 per m<sup>2</sup> per day</b>
<b>Paved areas:</b>	<b>DKK 0.24 per m<sup>2</sup> per day</b>
<b>Quay areas:</b>	<b>DKK 0.34 per m<sup>2</sup> per day</b>

For bulk cargo discharged on the quay or other allocated area, a charge of **DKK 3.28 per tonne will be levied covering a storage period of 30 days**, after which period, payment shall be according to ordinary rent rates.

For areas allocated to the storage of fishing tackle, no fee will be charged as long as the area is utilized as specified, and the tackle is stored as specified by the Port Authorities. The tackle, to be labeled with the vessel's identification number, must be removed whenever the Port Authorities should request so.

When a utilized area is reduced, a measurement of the utilized area will be carried out, when a request for such is made. The lease charge will, effective from the date of the request be adjusted in accordance with the size of the area. Although re-evaluation of a cargo of goods will not be carried out more frequently than once a week.

### **6.3 Measuring and payment**

Measuring of the rented area is performed by the Port Authorities. The rent period commences on the day of the arrival of the goods and continues until all goods have been removed and the Port Authority informed about the removal. The minimum rent period is one week. The rent will be collected by the Port Authorities, who can require security for the payment of the rent, or in the alternative, request pre-payment for an agreed period.

### **6.4 Handing over at the expiry of the lease**

The tenant is obliged to return the rented area in same condition as received and completely cleaned. In lieu of this, the Port Authorities shall be entitled to have the premises cleaned and repaired for the account of the tenant. The right of use to an area is not transferable without the approval of the Port Authorities.

## **7. Vessel laying up**

A vessel cannot be laid up in the harbour without the approval of the Port Authorities.

At the laying up, the port can require security for the payment of quay dues equivalent to three months' rent.

Non-operating vessels laid up without supervision and without any prior agreement with the port, will be demanded removed from the harbour.

Lay-up of vessels or rigs in the harbour must, upon the request of the Port Authorities be marked with clear lights or AIS.

Minor vessels located in the fishing harbour, dingey and boat area must be covered by valid liability insurance.

Reference is made to "Standard Regulations for maintaining order in Denmark's commercial ports" sections 14 and 16.

## **8. Power supply**

Power can be supplied to vessels from the Port's fixed installations. Inquiries regarding the supply of electricity must be submitted to the Port Control.

Prices as of January 1, 2021 will be DKK 1.78 DKK/kWh excl. VAT and dues. Prices are subject to change when there are changes in purchasing price according to general rates.

Prior to supply, the Port Authorities may require surety for the payment. The customer's consumption will be paid for at the Port Authorities' office, subject to the payment terms specified in the invoice.

The Port of Frederikshavn offers plug-in facilities only at the quays and assume no liability whatsoever for additional protection that may be required pursuant to the Danish Electricity Supply Regulations ("Stærkstrømsreglementet") or in case of power failure. The Port of Frederikshavn does not supply power cables from the quayside power points to the user and assumes no liabilities whatsoever for the user's material.

The user shall be liable to pay for any repair work, materials, fuses, etc. required in connection with remedying any damage to or defects in the Port's material caused by the user.

## **9. Fresh water supply**

Inquiries regarding the supply of fresh water must be submitted to the Port Control.

Water can be delivered to vessels from the established port hydrants through the assistance of the Port Authorities. The Port Authorities supply water through water-gauges at quayside. The vessel will supply hoses and perform the actual filling of the vessel's freshwater tanks.

Prices as of January 1, 2021 will be DKK 25.00/m<sup>3</sup> excl. of VAT and dues. Prices are subject to change, when there are changes in purchasing prices according to general rates. Connection fee DKK 200.00.

Prior to supply, the Port Authorities may require surety for the payment. The customer's consumption will be paid for at the Port Authorities' office, subject to the payment terms specified in the invoice.

## 10. Liability

Insofar as the Port of Frederikshavn shall be found liable under any of the above conditions or shall otherwise be deemed liable, such liability shall be limited as follows:

The indemnity shall be calculated on the basis of the value of goods of the same kind at the time when the damage was ascertained. The value of the goods shall be determined by their market price, or if this is not possible, according to the value of goods of same type and quantity.

However, the indemnity shall never exceed 666,67 SDR (Special Drawing Rights) for each package or other unit of goods, or 2 SDR per kilo gross weight of the damaged goods, depending on which amount is the higher.

Indemnity for containers, or other similar units of transport and their content, shall never exceed 10.000 SDR per unit.

The Port assumes no liability whatsoever to indemnify operating loss, loss of profit, waiting time for trucks, workers, etc. at the Port, loss of market share or any other indirect loss.

The SDR is the unit of calculation referred to in s. 152 (2) of the Danish Merchant Shipping Act ("Søloven"). The SDR shall be converted into Danish currency at the rate applicable on the day on which the damage was ascertained.

Currently applicable risks and sums covered:

*Insured risk:*

Any activity attributable to the insured enterprise comprising, but not limited to: port service.

*Coverage:*

Commercial and product liability for property damage as well as personal injury.

Maximum **DKK 25,000,000 per claim**,

of which

- Avoidance of danger	2,000,000 DKK
- Liability for pollution	5,000,000 DKK
- Handling/processing – commercial liability	8,000,000 DKK
- Handling/processing – product liability	8,000,000 DKK
- Loss of ingredients/components	10,000,000 DKK
- Ingredients/components, damages	10,000,000 DKK
Liability in connection with construction/excavation	
- Land owner's liability	10,000,000 DKK
Crane and hoisting liability	
- Developer's liability	5,000,000 DKK

*All insurance sums are stated per claim.*



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