



Service Terms & Conditions

for pilotage conducted by DanPilot

1. Preface

DanPilot handles the public pilotage through Danish territorial waters from any destination in Denmark to all ports in the Baltic Sea and offers pilotage to all Danish ports as well. DanPilot is under Danish law obliged to deliver pilotage in Denmark and handles all transit pilotage. DanPilot is an independent public enterprise founded and governed by the act on DanPilot (Parliament Act no. 600 of 12 June 2013) and owned by the Danish state. DanPilot is headed by an independent board of directors and is financially independent of public funding. These service terms and conditions apply to all pilotage services provided by DanPilot regardless of the fairway piloted. The service terms and conditions and any future changes thereto are found on DanPilot's homepage: www.danpilot.dk

2. Request for pilotage service

Pilotage services are provided 24 hours a day every day, throughout the year for all vessels requesting pilotage.

2.1. Vessels calling at Danish ports

Vessels requesting pilotage service to call at Danish ports shall provide DanPilot with a notice 24 hours prior to the vessel's arrival at the pilot boarding point. The information must be provided by e-mail. If there is a change of more than one hour in the Time of Arrival given in the advance notice, DanPilot must be informed of the change without delay. Time of Arrival must be reconfirmed to DanPilot by means of written communication with a notice of 6 hours and once again with a notice of 2 hours – the latter being communicated via VHF. On requesting the pilotage service vessels shall provide information on the relevant entity billable for the pilotage service including full details on the payer be it the vessel's owner, agent or charterer etc. Changes to Time of Arrival, or failure to provide a notice of at least 24 hours may result in additional expenses.

2.2. Vessels departing from Danish ports

Vessels requesting pilotage service to depart from a Danish port shall provide DanPilot with a notice 4 hours prior to the vessel's departure. The information must be provided by e-mail. Time of Departure must be reconfirmed to DanPilot by means of written communication with a notice of 1 hour. If there is a change of more than one hour in the Time of Departure given in the departing notice, DanPilot must be informed of the change without delay. On requesting the pilotage service vessels shall provide information on the relevant entity billable for the pilotage service including full details on the payer be it the vessel's owner, agent or charterer etc. Changes to Time of Departure, or failure to provide a notice of at least 4 hours may result in additional expenses.

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2.3. Vessels requesting transit pilotage

Vessels requesting pilotage service to transit Danish waters shall provide DanPilot with a notice 18 hours prior to the vessel's arrival at the pilot boarding point. The information must be provided by e-mail. Time of Arrival must be reconfirmed to DanPilot by means of written communication with a notice of 6 hours and once again with a notice of 2 hours – the latter being communicated via VHF. If there is a change of more than one hour in the Time of Arrival time given in the advance notice, DanPilot must be informed of the change without delay. On requesting the pilotage service vessels shall provide information on the relevant entity billable for the pilotage service including full details on the payer be it the vessel's owner, agent or charterer etc. Changes to Time of Arrival, or failure to provide a notice of at least 18 hours, or steaming at a speed of less than 11.0 knots may result in additional expenses.

2.4. Failure to submit relevant and timely information

If the vessel fails to provide the information specified in these service terms and conditions in the manner required or in accordance with the specified timetables, additional expenses may be incurred, and DanPilot may not be able to provide that vessel with the requested pilotage service within the desired timeframe and is under no obligation to do so or to attempt to do so.

3. Vessels must ensure safe riggings for pilots

DanPilot's pilotage service is based on the embarking/disembarking of pilots using traditional ropeladders to and from the pilot boat. All vessels requesting pilotage services from DanPilot shall be equipped with rope ladders manufactured, installed and maintained in accordance with the principal requirements for the rigging of pilot ladders in the IMO Convention for Safety of Life at Sea (SOLAS) Chapter V, Regulation 23. Vessels departing from port must provide a proper gangway in accordance with the governing principal requirements. Any failure to comply with these requirements will lead to the immediate discontinuation of the pilotage operation and DanPilot is not liable for compensation for any loss or inconvenience suffered by the vessel or any other party resulting from this.

4. Fees and payment

In accordance with the Danish Pilotage Act, pilotage fees are determined by the Minister for Business and Growth annually. Fees may be calculated using the rate calculator on www.danpilot.dk. Pilotage services are invoiced to the billable entity given by the requesting vessel. Payment of fees is due 30 days after the date of invoice. If payment of services delivered by DanPilot is not made in due time pursuant to the afore stated, the amount due may be collected by distraint and interest will be charged from the due date until payment is made at the rate of interest stipulated in the Danish Act on interest in case of delayed payment, etc.

4.1 When failing to meet agreed Time of Arrival / Time of Departure

In the event that a vessel fails to meet the agreed Time of Arrival / Time of Departure in accordance with our official notice requirements, the order will be subject to On Call Fee, and forfeiture of the On Call Discount. Governing rates for On Call Fee can be found in our Products & Prices publications (Port & Transit) on www.danpilot.dk

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4.2. Delay / Waiting Time

In the event that a pilotage is stopped, delayed or halted due to provisioning, bunkering, machinery repairs, or any other reason not due to the pilotage operation or navigation of the Vessel, and the pilot remains onboard, a fee for Waiting Time is incurred at a rate of DKK 1.950 (2019) per commenced hour.

4.3. Cancellation

In the event that a pilotage order is cancelled, or the pilotage cannot be carried out due to any other reason than the fault of DanPilot and/or the Pilot, a Cancellation Fee will be charged as follows:

PILOTAGE TO PORT (INBOUND)

Cancellation more than 12 hours before ETA No charge

Cancellation less than 12 hours before ETA but before ETA DKK 3.500

Cancellation after ETA, or upon/after pilot boarding Full price of pilotage

PILOTAGE FROM PORT (OUTBOUND) OR SHIFTING IN PORT

Cancellation more than 4 hours before ETD No charge

Cancellation less than 4 hours before ETD but before ETD DKK 3.500

Cancellation after ETD, or upon/after pilot boarding Full price of pilotage

TRANSIT PILOTAGE, STS, BUNKERING, SERVICE TRIPS

Cancellation more than 18 hours before ETA No charge

Cancellation less than 18 hours before ETA but before ETA DKK 3.500

Cancellation after ETA, or upon/after pilot boarding Full price of pilotage

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5. Responsibilities

(a) Force Majeure

Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the agreement on pilotage services, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (i) acts of God;
- (ii) any Government requisition, control, intervention, requirement or interference;
- (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (iv) riots, civil commotion, blockades or embargoes;
- (v) epidemics;
- (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
- (vii) strikes, lockouts or other industrial action, unless limited to the employees (which shall not include the Crew) of the party seeking to invoke force majeure;
- (viii) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure; and
- (ix) any other similar cause beyond the reasonable control of either party.

(b) Liability to Owners

- (i) Without prejudice to Sub-clause 5(a), DanPilot shall be under no liability whatsoever to the Owners for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the pilotage services, save where loss, damage, delay or expense has resulted from DanPilot's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result. DanPilot's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total amount of DKK 5,000,000.00.
- (ii) Acts or omissions of the Crew - Notwithstanding anything that may appear to the contrary in these standard terms and conditions, DanPilot shall not be liable for any acts or omissions of its pilots or other employees, even if such acts or omissions are negligent, grossly negligent or willful.

(c) Indemnity

Except to the extent and solely for the amount therein set out that DanPilot would be liable under Sub-clause 5(b), the party requesting pilotage services hereby undertakes to keep DanPilot and its pilots, other employees and subcontractors indemnified and to hold them harmless against any and all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of pilotage services, and against and in respect of all costs, loss, damages, lawsuits, judgments and/or expenses (including legal costs and expenses on a full indemnity basis) which DanPilot may suffer or incur (either directly or indirectly) in the course of or which may arise out of the performance of the pilotage services.

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(d) "Himalaya"

It is hereby expressly agreed that no pilot, other employee or agent of DanPilot (including any sub-contractor employed by DanPilot from time to time) shall in any circumstances whatsoever be under any liability whatsoever to the party requesting the pilotage services for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his or her part while acting in the course of or in connection with the employment and, without prejudice to the generality of the foregoing provisions in this Clause 5 (Responsibilities), every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to DanPilot or to which DanPilot is entitled hereunder shall also be available and shall extend to protect every such pilot, other employee or agent of DanPilot acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 5 (Responsibilities) DanPilot is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the agreement on pilotage services.

6. Settlement of disputes and applicable law

These standard terms and conditions shall be governed by and construed in accordance with Danish law and any dispute arising out of or in connection with the performance of the pilotage services shall be settled by the Maritime and Commercial Court in Copenhagen and be governed by Danish law. Notwithstanding this, DanPilot has the right to proceed against the Client or any third party or the Vessel in such jurisdiction as DanPilot may find applicable or convenient for the purpose of securing payment of any due amount to DanPilot. Such proceedings are to be governed by the law (substantive and procedural) of such jurisdiction.

7. The entry into force

These service terms and conditions shall enter into force as of 1 November 2014. DanPilot reserves the right to make changes to the service terms and conditions.

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