

## **Terms and conditions for reserving a berth at 'Dolphins 90'**

These conditions have changed with effect from 1 September 2015 and apply to subsequent applications for reservations. Applications for reservations already made before 1 September 2015 remain subject to the old procedural conditions.

### **1.1 Procedural rules**

#### Requesting a reservation

- 1) A berth at 'Dolphins 90' must be reserved via the online reservation system KING.
- 2) An application is (i) under the ship's name and (ii) is made by the ship's agent. This information is public and can be viewed by third parties in the online reservations diary. The ship's name is only disclosed once it has been made definite.
- 3) If the definitive ship's name is not yet known, a maximum of 3 ship's names can be submitted in a written application via [KING@portofrotterdam.com](mailto:KING@portofrotterdam.com). These ship's names must relate to ships of similar tonnage. Within 24 hours of the submission of the application, one of these ship's names must be specified as the definitive ship's name.
- 4) In principle, a reservation can be accepted for a maximum period of 7 x 24 hours.

#### Acceptance and rejection of application

- 5) Within 24 hours of submitting the application, the applicant will receive notification as to whether the reservation has been accepted or rejected.
- 6) An application is judged, in principle, on a 'first come, first served' basis. However, applications submitted later relating to transshipment take priority over earlier applications relating to waiting, repairs, and/or bunkering which have not yet been accepted.
- 7) If the definitive ship's name referred to under 3) is not received or not within the period specified under 3), the accepted reservation is cancelled.

#### Confirmation of accepted reservation

- 8) Between 10 x 24 hours to no later than 7 x 24 hours prior to the commencement time of the accepted reservation, the reservation must be confirmed by the applicant via the online reservation system KING.
- 9) If the confirmation referred to under 8) is not received or not received in time, the accepted reservation is cancelled.
- 10) New reservations accepted after the confirmation period specified under 8) are automatically regarded as confirmed by the applicant.

#### Changing or cancelling (accepted) reservation

- 11) The applicant can change or cancel a reservation via the online reservation system KING.
- 12) It is obligatory to change an accepted reservation if the Estimated Time of Arrival (ETA) changes by more than 12 hours in relation to the originally reserved starting time.
- 13) The applicant cannot change a reservation more than 3 times.
- 14) It is not possible to change a reservation so that the ETA shifts more than 48 hours forwards in time. If such a change is requested, this request will be treated as a cancellation of the previously accepted reservation.

- 15) It is not possible to change a reservation so that the ETD shifts forwards in time.
- 16) If an accepted reservation is cancelled, the Port of Rotterdam Authority notifies all relevant ship's agents registered with the Port of Rotterdam Authority of this by e-mail. The period made available by the cancellation cannot be reserved again within a period of 8 hours after this message has been sent.
- 17) If a reservation is only used partially, the Port of Rotterdam Authority is entitled to issue the unused part of the reserved period to a third party.
- 18) In all cases, whether or not following the instructions of the Harbour Master of Rotterdam if there is urgent reason to do so in the public and/or nautical interest, the Port of Rotterdam Authority may change or cancel an accepted reservation, or order a vessel that has already moored to move. In such a case, no dolphin dues are payable for that period of the accepted reservation that can no longer be utilised as a result.

## **1.2 Financial provisions**

- 19) The applicant must pay dolphin dues for the use of the reserved period.
- 20) If only partial use is made of the reserved period, the applicant is still obliged to pay dolphin dues for the whole of the period reserved.
- 21) If an accepted reservation is cancelled before this has been confirmed in accordance with the provisions referred to under 8), the applicant is still obliged to pay the dolphin dues for the whole of the period reserved.
- 22) If: (i) an accepted reservation is not confirmed or not confirmed in time in accordance with the provisions referred to under 8) or (ii) an accepted reservation is cancelled after this has been confirmed in accordance with the provisions referred to under 8), the applicant is obliged to pay the dolphin dues for the whole of the period reserved, multiplied by a factor of 1.5.
- 23) If an accepted reservation which was confirmed in accordance with the provisions referred to under 9) is not cancelled and no use is made of it, the applicant is obliged to pay the dolphin dues for the whole of the reserved period, multiplied by a factor of 2.
- 24) The rates for dolphin dues and the terms of payment are determined in accordance with the general terms and conditions of the Port of Rotterdam Authority's sea port and inland port tariffs and waste levy for sea-going vessels and the information from the application.

## **1.3 Environment & Safety**

- 25) During the use of buoys and dolphins of Port of Rotterdam Authority the relevant standards and regulations – in particular the Rotterdam Port By-Laws (Havenbeheersverordening) and the Mooring Guidelines (Afmeerrichtlijnen) – are to be observed.

Rotterdam, 1 September 2015