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PORT AUTHORITIES ORDINANCE, 1961
TANJUNG MANIS PORT AUTHORITY
(CONDITIONS OF BUSINESS) BY-LAWS, 2018

ARRANGEMENT OF BY-LAWS

PART I
INTRODUCTION

By-Law

1. Citation and commencement
2. Acceptance of conditions of business
3. Interpretation

PART II

ARRIVAL, BERTHING, UNBERTHING AND DEPARTURE OF VESSELS

4. Notification of vessels' arrival and departure

5. Allocation of berths
6. Signals
7. Berthing of vessel
8. Vessels in charge of masters
9. Vessels to be ready to move

PART III
VESSELS ALONGSIDE, MOVEMENTS, *ETC.*

By-Law

10. Disposal of certain rubbish
11. Use of engine
12. Projections outboard of vessels
13. Rat guards
14. Watch on board
15. Vessels lying alongside other vessels at wharf
16. Vessels not to place ship's gear on wharf

PART IV
WORKING OF VESSELS

17. No responsibility for delay
18. Vessels to be ready to work cargo on arrival
19. Commencement of discharge of cargo
20. Inward manifest
21. List of heavy or awkward lifts
22. Conditions of working vessels
23. Master to superintend discharging or loading
24. Vessels to be worked with reasonable dispatch
25. Responsibility for lighting vessel's working areas
26. Productions of documents
27. Method of discharging and loading and use of Port Authority's equipment

PART V
HANDLING OF CARGO – DISCHARGE AND IN TRANSIT SHEDS, *ETC.*

28. When cargo considered landed
29. Free storage period
30. Receipt for cargo
31. Vessel's responsibility for sorting cargo improperly marked
32. General responsibility and liability
33. Responsibility in case of fire, *etc.*
34. Transit sheds, *etc.*
35. Delivery of goods from transit sheds
36. Insurance
37. Damaged or defective cargo

By-Law

38. Delays and detention
39. Tallying and checking goods
40. Landing accounts
41. Cargo weight and measurement
42. Marking and packages
43. Acids and *etc.*, landed in leaking condition
44. Authority may destroy dangerous goods
45. Discharge in the rain
46. Claims

PART VI

HANDLING OF CARGO – EXPORT LOADING, *ETC.*

47. Outward manifest
48. Receiving cargo for shipment
49. When cargo is considered shipped
50. Receipt for cargo shipped to vessel
51. Document required for export
52. Depositing goods for export
53. Packing of export goods

PART VII

HANDLING OF CARGO – STORAGE

54. Delivery to storage warehouse
55. Document for storage for ex vessel
56. Liability for storage space
57. Goods stored in the open
58. Certain goods not accepted for storage
59. Goods detained by Customs
60. Goods may be transferred
61. Change of ownership of goods
62. Cancelling or amending orders
63. Damaged cargo for storage
64. Contamination of goods
65. Storage advice note and godown warrants
66. Delivery of packages from storage
67. Checking storage cargo
68. Insurance of goods on storage

PART VIII
CONVEYANCE OF GOODS BY LIGHTERS

By-Law

69. Conditions under which goods shall be received, conveyed and delivered by lighters

PART IX
DOUBLE BANKING OR SHIP TO SHIP (STS) OPERATIONS

70. Double banking or ship to ship (STS) operations

PART X
PORT WORKING HOURS – OVERTIME, *ETC.*

71. Working hours, overtime, definition of hours of overtime
72. Delivery from godowns on weekdays, Sundays or holidays
73. Saturday and Sunday Working
74. Holidays

PART XI
PASSENGERS

75. Landing and embarking passenger
76. Passengers' baggage
77. Port baggage attendants

PART XII
GENERAL

78. Responsibilities of masters of vessels
79. Exclusion of liability
80. Non liability of the Authority or approved port operator for delays
81. Liability of the Authority or approved port operator

SCHEDULES

- | | | |
|-----------------|---|--|
| FIRST SCHEDULE | – | Notification of ship's arrival |
| SECOND SCHEDULE | – | Notification of ship's departure |
| THIRD SCHEDULE | – | Application for berth |
| FOURTH SCHEDULE | – | Allocation of berth |
| FIFTH SCHEDULE | – | Order to move, vacate and/or shift berth |
| SIXTH SCHEDULE | – | Application for special marine services to perform double banking/ship to ship operation |

PORT AUTHORITIES ORDINANCE, 1961
TANJUNG MANIS PORT AUTHORITY
(CONDITIONS OF BUSINESS) BY-LAWS, 2018
(Made under section 64(3))

In exercise of the powers conferred upon the Tanjung Manis Port Authority by section 64(3) of the Port Authorities Ordinance, 1961 [*Ord. No. 1/61*], the following By-laws have been made:

PART I
INTRODUCTION

Citation and commencement

1. These By-laws may be cited as the **Tanjung Manis Port Authority (Conditions of Business) By-laws, 2018**, and shall be deemed to have come into force on the 1st day of April, 2013.

Acceptance of conditions of business

2. The application for use of any of the Tanjung Manis Port Authority's premises or facilities shall imply acceptance of the conditions of business set out in the Schedule together with an undertaking to comply with all the enactments for the time being in force applicable to the Tanjung Manis Port.

Interpretation

3. In these By-laws, unless the context otherwise requires—

“approved port operator” has the same meaning assigned to that expression under the Ordinance;

“Authority” means the Tanjung Manis Port Authority established under section 3(1) of the Ordinance;

“Authority's premises” means all immovable properties belonging to, occupied by or vested in the Authority and includes wharf, dock, pier, landing places and water limit under the control of the Authority;

“Authority's wharf” or “wharf” means a quay, pier, jetty or other landing place and includes any wall or building adjoining the foreshore, seabed or river bed;

“day” means one calendar day from 0000 hours to 2400 hours;

“licensed pilot” means a qualified person from the Authority or the approved port operator who is duly licensed by the Pilotage Committee and is not belonging to a vessel who has the conduct thereof;

“night” means the period from 1800 hours in one day to 0559 hours on the next day;

“officer of Customs” means an authorised officer from the Royal Malaysian Customs;

“Ordinance” means the Port Authorities Ordinance, 1961 [*Ord. No. 1/61*];

“port” means the Tanjung Manis Port within the limits declared under the Ordinance;

“port user” means the owner of the vessels, goods or operators including their representatives, successors and permitted assigns of such persons, shippers or agents for the custody, shipping and landing of goods or any person transacting business or entered into a contractual obligation with the Authority or the approved port operator;

“ship to ship operations” means the transfer of cargo between seagoing vessels positioned alongside each other either while stationary or underway at the identified Authority’s Anchorage as determines by the Port Authority;

“underway” means that a vessel is not at anchor or made fast to the shore or a ground.

PART II

ARRIVAL, BERTHING, UNBERTHING AND DEPARTURE OF VESSELS

Notification of vessels’ arrival and departure

4.—(1) The owners or agents of a vessel proposing to call at the port shall, as early as possible, and in any case not less than thirty-six hours prior to the estimated time of arrival, give notice to the Authority or the approved port operator in the form prescribed in the First Schedule of the expected date and time of arrival of the vessel together with such advance information as to the nature and quantity of any cargo to be discharged or loaded, the number of any passengers to be disembarked or embarked, whether any animals and perishable commodities are to be discharged and any other matters of importance relating to the working of the vessel as the Authority or the approved port operator may require.

(2) The owners or agents of every vessel about to leave the Port shall give notice of the vessel’s departure in the form prescribed in the Second Schedule.

Allocation of berths

5.—(1) The Authority or the approved port operator shall allot berth at its premises and the owners or agents of every vessel requiring a berth shall apply to the Authority or the approved port operator in the form prescribed in the Third Schedule.

(2) No vessel shall be placed alongside any of the Authority's wharf without the written permission of the Authority or the approved port operator signified in the form prescribed in the Fourth Schedule, and no vessel shall occupy a berth other than the berth allocated to that vessel.

(3) No vessel shall, without the written permission of the Authority or the approved port operator, make use of any lighter for discharging or loading of cargo other than the one that is provided by the Authority or the approved port operator.

(4) No vessel having any unsafe list or trim by head shall be placed alongside any of the Authority's wharf.

Signals

6. The code letter "N" flag shall be shown at the wharf at the particular berth which a vessel is to occupy and to indicate the approximate position of the vessel's bow or stern after mooring if necessary.

Berthing of vessel

7.—(1) No vessel shall be berthed or leaving a berth by the master without engaging the licensed pilot and crew, and the Authority's or the approved port operator's wharf staff shall be in attendance to render assistance under instruction from the vessel in taking ashore, making fast or casting off wire or rope hawsers or in doing any other similar thing, including the attendance of a mooring boat if so required.

(2) The Authority or the approved port operator shall accept no responsibility for the carrying out of any movement of any vessel and shall not be responsible for any loss or damage caused by or attributable to any act or omission of its employees.

(3) The Authority or the approved port operator shall not be responsible for the insecure or improper mooring of any vessel, or for any defective mooring or appliance, or for any damage or consequence arising from thereof.

(4) The owner of every vessel shall be accountable to the Authority or the approved port operator for any damage done to the Authority's premises, any of the works, plant, machinery or other property of the Authority by such vessel or by any person employed about the same, and the master or person having charge of such

vessel through whose wilful act or negligence any such damage is occasioned shall also be liable to make good the same.

(5) The Authority or the approved port operator reserves the right to detain any such vessel until sufficient security to the satisfaction of the Authority or the approved port operator has been given for the damage done as aforesaid.

Vessels in charge of masters

8.—(1) Every vessel shall, while using any of the Authority's wharf, be in the charge of, and her safety shall be at the sole risk of her master and owner, and no instruction or direction given by or act performed by, any of the Authority's or the approved port operator's officers or servants shall place any responsibility upon the Authority or the approved port operator with respect to the security or safety of such vessel.

(2) Every vessel lying at any of the Authority's wharf shall have sufficient hands on board to attend to her moorings and to cause them to be slackened off or hove in as may be necessary, and no rope shall be made fast ashore except to the dolphins, buoys, mooring posts or bollards placed for that purpose, and no chain cable shall be used for mooring alongside except in connection with the use of an anchor, or by permission of the Authority or the approved port operator.

Vessels to be ready to move

9.—(1) Every vessel moored alongside any of the Authority's wharf shall be kept so manned, equipped, provided and loaded or ballasted as to allow of her being moved with safety when required.

(2) No vessel shall, without the written permission of the Authority or the approved port operator, repair or immobilise her main engine while she is alongside at any Authority's wharf or anchorage.

(3) If a vessel is unable to move, as required by this paragraph, the Authority or the approved port operator may perform the necessary work at the vessel's risk and expense.

(4) The Authority or the approved port operator may in writing in the form prescribed in the Fifth Schedule, order the master of the vessel to move or vacate from the berth or shift to another berth when required.

PART III
VESSELS ALONGSIDE, MOVEMENTS, *ETC.*

Disposal of certain rubbish

10. The Authority or the approved port operator may permit the use of its incinerator for the disposal of certain rubbish if requested to do so by the master or person in charge of any vessel lying alongside any of its wharf.

Use of engine

11. No vessel shall try her main engines or turn her propellers when lying alongside any of the Authority's wharf without first giving adequate notice to the Authority or the approved port operator and to other vessels in the vicinity.

Projections outboard of vessels

12. The master or officer in charge of any vessel with its boats swung outboard or with anchors or other projections from the deck which may interfere with the loading, discharging or berthing of the vessel or of any other vessel (including berthing alongside the first vessel) shall remove such obstruction or projection when required to do so, and in any case, shall remove the obstruction or projection on its inboard side, that is to say the side of the vessel lying to the wharf.

Rat guards

13. Every vessel shall, while lying alongside any of the Authority's berth, place rat guards on her mooring lines or take other adequate measures to prevent the passage of rats between the vessel and the wharf.

Watch on board

14. A watch by at least one member of the vessel's crew shall be constantly kept, both by day and night, upon the open deck of every vessel lying alongside any of the Authority's wharf.

Vessels lying alongside other vessels at wharf

15. No vessel shall lie alongside any vessel at any of the Authority's wharf except by permission of the Authority or the approved port operator and the proper officer of Customs, and, in any case, no such vessel shall lie alongside the vessel occupying the berth so that she overlaps the bow or stern of such latter vessel, and one vessel only may lie alongside at each hatch at any one time.

Vessels not to place ship's gear on wharf

16. No boat, spar, anchor, cable or other article of ship's gear, dunnage, horse box or the like shall be placed or remain on the Authority's wharves without the written permission of the Authority or the approved port operator.

PART IV
WORKING OF VESSELS

No responsibility for delay

17. The Authority or the approved port operator shall not be responsible for the detention or delay of any vessel nor for the detention or delay in discharging or loading of cargo arising from any cause whatsoever.

Vessels to be ready to work cargo on arrival

18. Every vessel shall, on completion of mooring alongside any of the Authority's wharf, have all her working hatches and her cargo gear ready to commence working of cargo.

Commencement of discharge of cargo

19. No vessel shall commence to discharge any cargo until she is properly secured at the berth allocated to her.

Inward manifest

20.—(1) A true copy in English of the manifest certified by the master as being complete, containing all particulars as to gross weight, names of shippers, consignees, measurement, marks, numbers and contents of each package shall be deposited with the Authority or the approved port operator thirty-six hours before vessel arrival.

(2) A certified statement of any alterations made in the manifest by reason of re-measurement of goods included therein or otherwise shall also be furnished to the Authority or the approved port operator immediately on completion of discharge of cargo.

List of heavy or awkward lifts

21.—(1) The master or agent of a vessel shall on arrival, supply to the Authority or the approved port operator with a list of all packages or lifts for discharge exceeding four thousand kilograms in gross weight.

(2) If the Authority or the approved port operator supplies a crane, conveyor system or other machine for the purpose of lifting heavy weights, bulk cargo or awkward packages, such lifting or conveyance shall be performed solely on the

condition that no liability whatsoever shall attach to the Authority or the approved port operator for any accident or damage howsoever caused to or by any pieces or packages so lifted.

Conditions of working vessels

22. In so far as may be possible or practicable at the time, vessels shall be allocated berths and accommodated and worked at those berths in the order of their arrival at the port, but this shall always be subject to the discretion of the Authority or the approved port operator.

Master to superintend discharging or loading

23.—(1) The master or officer in charge of a vessel, or a responsible officer appointed by him for the purpose, shall, at all times and irrespective of the source of supply of labour for stevedoring, superintend the discharging and loading of cargo on board his vessel.

(2) The vessel shall also be responsible for the rigging, unrigging, trimming and safe working condition of her cargo gear.

Vessels to be worked with reasonable dispatch

24.—(1) Every vessel shall discharge or load her cargo with reasonable dispatch, and, where the berth she occupies is, or shall shortly be required or appears to be required for another vessel, shall work such overtime including working during meal periods, as may be required by the Authority or the approved port operator.

(2) If a vessel fails to effect such dispatch or work such overtime as the Authority or the approved port operator may require, the Authority or the approved port operator may, after due warning has been given to the master or agent, order the vessel to vacate the berth, and the master shall, unless in his opinion the safety of his vessel would thereby be jeopardized, obey such order.

(3) A vessel which vacates her berth pursuant to any such order shall be re-berthed solely at the discretion of the Authority or the approved port operator.

(4) Any expenses incurred in complying with any order under this by-law shall be borne by the vessel concerned.

Responsibility for lighting vessel's working areas

25. The master or officer in charge of a vessel shall be responsible that proper lights are provided in those parts of the vessel where work is going on which is in any way connected, whether directly or indirectly, with the use of any of the berths or other property of the Authority, or when, owing to want of sufficient light, injury might result to life, limb or property from such work being in progress.

Productions of documents

26. The master or agent of a vessel shall produce to the Authority or the approved port operator any book, voucher or other document which may be required in connection with the landing or shipping of her cargo.

Method of discharging and loading and use of Authority's equipment

27.—(1) Every vessel shall, wherever practicable, make up general and bulk packaged cargo sets for discharge to the wharves on the Authority's pallets and trays provided for this purpose.

(2) The hire of these pallets and trays, and any other special equipment, if provided at the instigation of the Authority or the approved port operator shall not be for the account of the vessel; but, if the vessel or her agents request to use any cargo equipment, mechanical aids or other items of gear belonging to the Authority or the approved port operator, the hire of such equipment and gear shall be a charge on the vessel.

PART V**HANDLING OF CARGO – DISCHARGE AND IN TRANSIT SHEDS, *ETC.*****When cargo considered landed**

28.—(1) Subject to the provisions of by-laws 29 and 36, delivery of cargo shall not be considered to have been made to the Authority or the approved port operator until the goods have been disconnected from the vessels gear:

Provided that in no case, shall cargo be considered landed unless it is pitched not less than two metres inboard from the wharf deck edge at its nearest point.

(2) "Landed" in this by-law, means landed to the wharf deck or to a trailer or other vehicle designated for such use by the Authority or the approved port operator, whether owned by, or being used with the permission of the Authority or the approved port operator.

Free storage period

29. Cargo received into transit sheds after discharge from a vessel shall be held by the Authority or the approved port operator pending instructions from vessel's agents, or consignees, or owners of the cargo, as to its disposal, for a period of three days from midnight following the time of arrival alongside, and this period shall not include Sundays or public holidays.

Receipt for cargo

30.—(1) The Authority or the approved port operator shall give a receipt to the master or person in charge of the vessel for all cargo received, subject to each

item being properly and clearly marked and being discharged in an orderly and proper manner, and shall be based upon the outward appearance only of the packages and shall bear the following endorsement "Received in apparent good order and condition, or as otherwise stated, not accountable for weight, measurement, contents or value and subject to all the clauses governing the relative bills of lading":

Provided that where, in the opinion of the Authority or the approved port operator, any cargo is of such a nature as to preclude an accurate tally at the time of discharge, a receipt shall be granted only after a further check is made.

(2) No receipt shall be given for any cargo landed by a vessel working at night, but a correct return, as soon as the cargo can be checked over, shall be handed to the master or agent of the vessel.

Vessel's responsibility for sorting cargo improperly marked

31.—(1) A receipt for numbers only shall be given for iron, steel, angles, brass, plates, pipes, rice, flour, bran, cement, fertilizers or other goods which, from their want of description or of proper distinguishing marks, or because of insufficient or illegible marking, may be difficult to deliver to consignees, and the Authority or the approved port operator shall not be responsible for the correct delivery of those goods.

(2) If it is necessary to recheck and sort to delivery by marks, the charge for this operation shall be for the account of the vessel.

General responsibility and liability

32.—(1) The Authority or the approved port operator shall not be responsible for the weight, size, character or condition of the contents of any packages and shall, in no case, be liable for a great value in regard to any goods than is stated on the vessel's receipt, bill of lading, manifests or other documents, as regards declaration of values; and, for this purpose, the Authority or the approved port operator may rely upon, and the owner of the goods shall be bound by, all statement, exceptions and conditions endorsed upon the above-mentioned vessel's documents.

(2) The Authority or the approved port operator shall in no case be responsible for any loss, damage or deterioration of any contents of packages due to any inherent defect, or to sea or other water, chemical action, act of God, inherent or latent defects in its premises, flood, effects of climate or any other circumstances over which the Authority or the approved port operator has no control, or to any misfeasance, error of judgement, theft, negligence or default of any of the Authority's or the approved port operator's servants, agents, stevedores, labourers, surveyors, tally clerks or other persons, whether or not directly or indirectly employed by the Authority or the approved port operator.

(3) The Authority or the approved port operator shall receive fragile cargo on the conditions that it shall not be responsible for breakage of any fragile or brittle goods or articles such as glassware, glass porcelain, marble or the like.

Responsibility in case of fire, etc.

33. The Authority or the approved port operator shall not be responsible for any loss or damage to goods, while in its custody, caused by fire, or by water used in extinguishing fire, or by vermin, nor for any loss or damage to iron work or goods in an unprotected state while in its custody, nor shall it be answerable or liable for any deficiency of merchandise produced by any natural or unavoidable cause.

Transit sheds, etc.

34.—(1) The Authority's transit sheds shall be closed to all members of the public.

(2) Transit sheds are those godowns for the time being used as godowns for the receipt of ship cargo by arrangement with the State Director of Royal Customs Malaysia and may or may not also be storage godowns.

(3) Every transit shed shall be recognized as such for marine insurance and Customs purposes, and shall not be recognized as a final warehouse, except where consignments of goods are placed on a storage tariff basis in any such shed.

Delivery of goods from transit sheds

35.—(1) Goods shall only be delivered to importers, consignees or their agents on production of a duly endorsed and released bill of lading, or a duly endorsed delivery order from the agents, and, in the event of such having been lodged with the Authority or the approved port operator against partial delivery of consignments, on production of a sub-delivery order from the owner, showing legal title to the goods enumerated thereon.

(2) The Authority or the approved port operator undertakes to sort, stack and deliver vessel's cargoes by leading mark only, and only where such leading mark is clear and legible.

(3) The Authority or the approved port operator does not undertake the sorting or delivery of cargo by numbers or sub-marks and shall only do so at the request and expense of the vessel or owner.

(4) Subject to clearance by officer of Customs, goods shall normally be delivered to consignees between the hours of 8.00 a.m. to 5.00 p.m. weekdays and port user to apply overtime for delivery work on Saturday, Sunday and public holiday.

(5) Notwithstanding the provision of by-law 74, the Authority or the approved port operator may, on the request of the consignee under by-laws 72 or 73(2) and subject to the approval of officer of Customs, undertake to deliver perishable goods or livestock on Sundays and public holidays; and a special fee shall be charged for such deliveries.

Insurance

36.—(1) No insurance on goods against fire, marine and other risks shall be effected by the Authority or the approved port operator except for the protection of the Authority's or the approved port operator's own interest.

(2) The Authority or the approved port operator may, before receiving into its premises any particular goods or goods of any particular class, require the consignee or owner of the goods, or his agent, to effect insurance cover in respect of such goods; and documents relating to any such goods shall have an endorsement on them by the consignee or owner of the goods or his agent, showing that insurance cover has been procured and that it has not lapsed.

Damaged or defective cargo

37.—(1) The Authority or the approved port operator shall use every endeavour to note on a damaged cargo list, the condition in which goods are received but shall not be responsible for—

(a) failing to report damage which cannot be easily detected during discharge (such as hook holes, chafe, stains, breakage, old, second-hand or re-nailed cases or the like); or

(b) failing to locate or report damaged packages discharged at night.

(2) The Authority or the approved port operator may at any time in order to safeguard the contents of packages and facilitate their storage in godowns, repair damaged bags or packages of goods, irrespective of survey; and the cost of such repairs shall be a charge upon the goods.

(3) Identified damaged or defective cargo shall be isolated from the remainder and stored in the Authority's damaged cargo lock-ups pending survey by an authorized surveyor.

(4) The master or officer in charge of the vessel concerned shall be notified of any such cargo specified in paragraph (3), and he or his appointed officer or agent shall examine the damaged or defective cargo, whether isolated on the wharf or in the godown, with a representative of the Authority or the approved port operator.

Delays and detention

38. The Authority or the approved port operator shall not be responsible for any delay in the shipment, discharge or delivery of goods owing to glut of cargo, congestion of shipping or any other circumstances beyond its control.

Tallying and checking goods

39.—(1) The Authority or the approved port operator shall tally the outturn of cargo from a vessel by making a numerical check at the place of discharge on the wharf at the vessel's side, and a full check by marks at the place of sorting and stacking in the transit shed; and receipts issued by the Authority or the approved port operator for cargo shall be based on the second of these tallies.

(2) A copy of the tally sheets made up in the transit shed shall be handed to the vessel after the tally sheets have been signed by the master or officer in charge of the vessel and by the Authority or the approved port operator.

(3) Special arrangements may be made with the Authority or the approved port operator by the vessel, shipper or consignee for additional or separate tallies if required, but such special tallies shall be for the account of the person requiring them.

Landing accounts

40. The Authority or the approved port operator shall prepare a landing account for each vessel after the expiry of the free storage period, detailing packages on manifest not landed, packages landed not on manifest, packages delivered to consignee and those remaining in transit shed together with any other relevant details.

Cargo weight and measurement

41.—(1) When the weight or cubic measurement, whichever is applicable, of any goods is not available, the goods shall be weighed or measured, as the case may require, by the Authority or the approved port operator, and the charges therefor shall be paid by the person who presents the declaration and disposal order, delivery order or shipping order in respect of such goods.

(2) Every package exceeding two thousand kilograms in gross weight shall have the actual weight thereof legibly painted on the outside of the package in close proximity to the shipping mark; if this is not done, the package may be weighed by the Authority or the approved port operator and all expenses of weighing, extra handling, transport to and from the weighbridge and the like shall be charged to the consignee and may be forthwith recovered from him.

Marking and packages

42.—(1) Every package shall be clearly marked with Romanised shipping and port marks.

(2) Any package with insufficient or indecipherable markings may be refused by the Authority or the approved port operator, and, in any case, the Authority or the approved port operator shall accept no responsibility for any such package.

(3) When any goods are insufficiently or erroneously marked, the Authority or the approved port operator may, notwithstanding that all dues and charges have been deposited or paid, require from any person claiming such goods a special release order, signed by the ship's agents, or an indemnification against any loss or damage which the Authority or the approved port operator may sustain by reason of the delivery to such person.

(4) The Authority or the approved port operator shall not be responsible for any damage, loss, delay or non-delivery of goods occasioned by insufficient or erroneous marking.

Acids and *etc.*, landed in leaking condition

43.—(1) When any acid, grease, oil, tar, pitch, paint or other similar substance comes into the possession of the Authority or the approved port operator in a leaky condition, the Authority or the approved port operator may in its discretion repair the leaky or defective package at the expense of the owner, and may refill any package from which the original contents have leaked with like substance from other leaky or damaged packages forming part of the same consignment.

(2) If the packages are repaired or refilled, the consignee or owner shall have no claim in respect of the manipulation of such packages:

Provided that the owner may, at the time of handling, in his orders notify the Authority or the approved port operator that he wishes such articles to be set aside, and, in that case, they may be removed to a depositing ground or placed in a warehouse at his risk and expense.

Authority may destroy dangerous goods

44. In cases of emergency or for the purpose of securing the better safety of the Port or the shipping therein, the Authority or the approved port operator may, whenever it may seem expedient to do so, destroy or otherwise dispose of any dangerous goods within its premises without compensation to the owner of the goods.

Discharge in the rain

45.—(1) The Authority or the approved port operator shall not accept any responsibility for damage to cargo discharged during rain.

(2) The master or officer in charge of a vessel, or a person duly authorized by him in that behalf, discharging in rain shall sign a certificate to that effect, otherwise the receiving of cargo shall be stopped.

Claims

46. Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Authority or the approved port operator before, or at the time of, the removal of the goods into the custody of the person entitled to delivery thereof, and the aforesaid loss or damage is agreed in joint inspection with the Authority or the approved port operator, such removal shall, until the contrary is proven, be evidence of the delivery by the Authority or the approved port operator of the goods described in the document of delivery.

PART VI**HANDLING OF CARGO – EXPORT LOADING, *ETC.*****Outward manifest**

47. The master or officer in charge of any vessel loading cargo shall furnish to the Authority or the approved port operator either before, and in any case within forty-eight hours after, the departure of the vessel, a true copy in English of the manifest certified as being complete, containing all particulars as to shipper, consignees, gross weight, measurement, marks, numbers and contents of such packages.

Receiving cargo for shipment

48.—(1) The Authority or the approved port operator may receive cargo in good order and condition for shipment on a vessel at any date prior to the vessel's loading date and shall, if space is available for the purpose in the transit sheds, give free storage to such cargo for a period of five days prior to shipment.

(2) Goods for shipment shall, if space is available for the purpose, be accepted by the Authority or the approved port operator for storage on tariff rates for periods in excess of the free storage period.

(3) Goods for shipment shall only be received at the port's godowns between the hours of 8.00 a.m. to 5.00 p.m. from Monday to Friday, and port user shall apply before 3.00 p.m. on Friday or a day before holiday for overtime or for receiving work on Saturdays, Sundays and public holidays.

When cargo is considered shipped

49. Goods for shipment shall be placed in suitable sets on pallets or trays or in slings, by the Authority or the approved port operator and transported to the pitch alongside the vessel; and, unless mutually agreed upon to the contrary, or unless such goods are declared by the vessels as damaged or in bad condition, such goods shall be deemed to be properly delivered to the vessel when attached to the vessel's lifting gear.

Receipt for cargo shipped to vessel

50.—(1) The Authority or the approved port operator shall issue a receipt for goods received into its care from a shipper, consignor or agent for shipment.

(2) When the Authority or the approved port operator delivers the goods to the loading vessel, the Mate's Receipt issued in respect of the goods shall be handed to the Authority or the approved port operator by the master or officer-in-charge of the vessel or her agent.

(3) The Authority or the approved port operator shall hold the Mate's Receipt in respect of each parcel of goods it handles against payment of all charges and dues levied in respect of the goods by the shipper, consignor or agent, and when such charges have been made, it shall surrender the Mate's Receipt to the shipper, consignor or agent, in exchange for the receipt of goods issued by the Authority or the approved port operator.

Document required for export

51.—(1) All goods delivered to the Authority or the approved port operator for shipment shall be accompanied by a Shipping Advice Note detailing the marks, numbers, weight and measurement of all the packages and all other relevant details including the name of the vessel in which it is intended that the goods should be shipped, but no such advice note shall be construed as an order to ship.

(2) Goods shall only be delivered to a vessel for loading on receipt by the Authority or the approved port operator of a shipping order from the owner, consignor or agent duly endorsed to show the authority for the issuance of the shipping order, and an authorization by officer of Customs permitting the export of the goods.

Depositing goods for export

52.—(1) Any goods for export shall be deposited in such place as the Authority or the approved port operator may direct.

(2) Any goods deposited in contravention of this by-law may be refused by the Authority or the approved port operator, and the Authority or the approved port operator shall not accept any responsibility for their proper shipment.

Packing of export goods

53. All goods delivered to the Authority or the approved port operator for shipment shall be properly packed as to containers and shall conform in size, weight and measurement to the provision of any enactment in that behalf for the time being in force.

PART VII

HANDLING OF CARGO – STORAGE

Delivery to storage warehouse

54.—(1) Goods shall be placed on storage in the Authority's premises on receipt of instruction from a vessel's owner or agent, or from a consignee or his agent if—

- (a) storage space is available;
- (b) a officer of Customs has certified in writing that all Customs formalities have been complied with in respect of the goods to be stored; and
- (c) any storage charges which may have been incurred have been paid.

(2) Where goods are to be placed on storage pursuant to paragraph (1), the goods shall be placed on storage—

- (a) subject to the provision of by-law 55, directly on discharge from a vessel, in which case the provisions of the Tanjung Manis Port Authority (Dues, Rates and Charges) Regulations, 2018 [*Swk. L.N. 30/2018*], relating to storage shall apply as from the date of receipt of such goods; or
- (b) from the Authority's transit sheds during, at the expiry of or after the free storage period, in which case the above-mentioned storage provisions shall apply as from the date of the instructions to effect such storage.

Document for storage for ex vessel

55. If the vessel's agent or the importer, consignee or owner of goods wishes such goods to be placed on storage as from the date of arrival of the carrying vessel, documents relating to this shall be deposited with the Authority or the approved port operator prior to the arrival of the vessel, otherwise the Authority or the approved port operator does not undertake to store the goods within the free storage period and they may be left in transit sheds, and overtime charges shall be incurred.

Liability for storage space

56.—(1) The Authority or the approved port operator shall not be bound to find storage for any goods either in the godowns or in the open, and after notification to the owner, or agent of the vessel and to the consignees, or shippers, or both, that accommodation for such goods is not available, the Authority or the approved port operator shall not be responsible for any loss or damage that may accrue from whatever cause or reason to such goods, and the Authority or the approved port operator may remove such goods at the expense of the owner.

(2) If there is insufficient storage accommodation available, the Authority or the approved port operator may order the owners or agents of any goods to make, within a specified time, their own arrangements for the storage of such goods.

Goods stored in the open

57.—(1) The following goods shall not be accepted for storage in a warehouse, but may, if necessary, be stored or deposited in the open—

Acids	Fertilizer Grade MAP/DAP
Alumina	Machinery (unpacked)
Aluminium	Manganese Alloy
Aluminium fluoride	Manganese Ore
Aluminium product (ingot, billet and alloy wheel)	Marble slabs
Ammonia	Metallic Silicon
Anchors	Metallurgical Grade Silica
Anode Carbon	Mill Scale
Asbestos sheets or ridges	Mono/Di Potassium Phosphate
Ashes	Motor vehicles and chassis
Asphalt	Oil in drums
Ballast beams, <i>etc.</i>	Ores
Boilers	Paint
Bones	Pipes, earthen
Bottles, empty	Pitch
Bricks	Planks
Calcinated Petroleum Coke	Plates, iron, steel, ship and boiler
Calcium Carbonate	Polycrystalline Silicon
Calcium Fluoride	Polycrystalline Silicon (chunks)
Carbon Paste	Porcelain (uncrated)
Cargo in drums	Potassium Hydroxide
Casks, empty	Quartz
Caustic Soda	Rails, iron and steel
Caustic Soda or chloride of lime in drums	Residual Carbon
Chains	Rock Phosphate
Charcoal	Semi Coke
Coal	Silica
	Silica Quartz
	Silicon manganese

Coke	Silicon Tetrachloride
Cryolite	Sinter
Di-Calcium Phosphate	Slates
Drums, empty	Sodium Chloride
Earthen jars, full or empty	Sodium Hex Monophosphate
Earthenware (uncrated)	Sodium Tropolyposphate
Electrode	Spirits, methylated
Electrode paste	Stone
Expanded metal	Straw
Ferro Silicon	Sulphur in bulk
Ferro-silico-manganese	Sulphuric acid
Firewood	Tallow
Food Grade Acid	Tanks
Fume	Tar
Gas cylinders, full or empty	Tiles (loose)
Grindstones	Timber
Hardware	Turpentine
Heavy fuel oil	Wood
Horses	Woodchip
Horses boxes	Yellow phosphorous
Iron castings	
Iron, bars, coils, girders, pipes	
Iron, pig	
Ironware	
Lead	
Lime in drum	
Liquid pitch	

and any other cargo which in the opinion of the Authority or the approved port operator is not suitable by reason of its bulk or the nature of its contents for storage in a godown, or which is suitable for storing in the open.

(2) The Authority or the approved port operator shall accept no responsibility for rust, damage, or deterioration caused by rain, exposure or other action of climatic conditions, or by any other gradually operating cause, but shall provide, in so far as is possible, tarpaulins or other means of cover when these are available.

Certain goods not accepted for storage

58. The Authority or the approved port operator reserves the right to refuse for storage or warehousing, except under special conditions and always at the sole risk of the owner or his agent, the following goods—

- (a) articles of unusual length, bulk or weight, or of exceptional bulk in proportion to weight;
- (b) articles improperly, insecurely or insufficiently packed, which are consequently liable to loss or damage;

- (c) dangerous, hazardous or offensive goods, being any goods which are likely to cause harm or damage to persons or property; and
- (d) any wild animal or any large animal.

Goods detained by Customs

59. No goods detained by the State Director of Royal Customs Malaysia for examination purposes shall be liable to charges during the period they are so detained, that is to say, from the date the documents are stopped by the officer of Customs until the date of completion of examination:

Provided that during any period of delay (including delay due to falsification of documents or improper declarations) attributable to the importer, exporter or agent during the period of detention, such goods shall not be given the benefit of free storage.

Goods may be transferred

60. Any goods on which storage charges have become due may be transferred by the Authority or the approved port operator, at its discretion, to any point in the port area or left *in situ*.

Change of ownership of goods

61.—(1) Any changes of ownership to the goods in storage shall be notified to the Authority or the approved port operator immediately, and in the absence of such notification, the previous owner shall be held responsible for all charges.

(2) No transfer of interest shall be recognized unless registered in the Authority's books.

(3) A fee to be determined by the Authority per warrant shall be charged for each of such transfer.

(4) Negotiability and transfer of a godown warrant shall be subject to the condition that the Authority or the approved port operator neither expressly nor impliedly warrants that it holds any of the goods therein mentioned other than such portion thereof as remains undelivered and is shown in the books of the Authority or the approved port operator to be still on storage.

Cancelling or amending orders

62.—(1) An order from a person in lawful control of any goods, cancelling or amending a previous order, may be accepted by the Authority or the approved port operator if it is reasonably possible to act upon the order, at the time that it is received.

(2) A charge may be made in respect of each order cancelling or amending a previous order, and such charge shall be paid at the time the new order is delivered to the Authority or the approved port operator.

Damaged cargo for storage

63. The Authority or the approved port operator does not undertake to advise cargo's owners of damage to their goods other than by noting the relevant exception on a godown warrant.

Contamination of goods

64.—(1) If any cargo deteriorates and may contaminate any other cargo, the Authority or the approved port operator reserves the right to require the cargo's owner to remove the cargo within twenty-four hours of notice given to him by the Authority or the approved port operator.

(2) If the cargo's owner fails to comply with such notice, the Authority or the approved port operator may remove the cargo to open storage at the cargo's owner's expense and risk.

Storage advice note and godown warrants

65.—(1) The owner of any goods, or his agent, issuing instructions to the Authority or the approved port operator as to the storage of such goods shall be advised in the first instance, by a storage advice note that his goods have been received.

(2) A stamped godown warrant bearing the Authority's or the approved port operator's seal shall be issued for all goods placed on monthly storage after such goods have been re-checked by the Authority or the approved port operator, and the Authority or the approved port operator reserves all rights of lien upon the goods for storage charges and other expenses due or to become due from the owner or depositor, including a lien for amounts due from the owner or depositor on general account.

Delivery of packages from storage

66.—(1) The Authority or the approved port operator shall deliver packages from storage only on surrender to the Authority or the approved port operator of the relevant warrant endorsed by the party for the time being registered in the Authority's or the approved port operator's books as entitled to the packages, or on a delivery order signed by that party; and such endorsement or signature shall be written in English by that party, in which case it shall be accompanied by the signature of a person or persons authorized to sign on behalf of that party in the English language, and the production by the Authority or the approved port operator of such warrant or delivery order shall, at all times, be conclusive proof that the packages have been properly delivered by the Authority or the approved port

operator, and shall exempt the Authority or the approved port operator from all responsibility in connection with those packages or goods.

(2) The Authority or the approved port operator shall be entitled to assume that the person presenting a warrant or delivery order is the person lawfully entitled to take delivery.

Checking storage cargo

67. In all cases where any weighing, sorting, re-stacking or re-storing is undertaken on request or by order of the owner or agent of goods on storage at any time other than on the original receipt of the goods by the Authority or the approved port operator for storing or on the final delivery from the Authority's warehouse, extra charges shall be levied according to the work carried out.

Insurance of goods on storage

68.—(1) No insurance of goods in storage against fire, loss or damage shall be effected by the Authority or the approved port operator except for the protection of the Authority's or the approved port operator's own interest.

(2) The Authority or the approved port operator may, before receiving on storage terms any particular goods or goods of any particular class, require the consignee or owner of the goods, or his agent, to effect insurance cover in respect of such goods; and documents relating to any such goods shall have an endorsement on them by the consignee or owner of the goods, or his agent, showing that insurance cover has been procured and that it has not lapsed.

(3) If any such goods are transferred on the storage whilst lying in transit sheds or as ship cargo, the owner of the goods or his agents shall produce documentary evidence that the goods are covered by the appropriate insurance, either by an extension clause to the marine policy or by a new policy succeeding the marine policy without termination of cover.

PART VIII

CONVEYANCE OF GOODS BY LIGHTERS

Conditions under which goods shall be received, conveyed and delivered by lighters

69. The receipt, conveyance and delivery of goods by lighters is undertaken upon the express condition that the person with whom any contract is made is either the owner or authorized agent of the owner of goods intended to be carried and accepts both for himself and for all other parties interested in such goods the undermentioned terms and conditions, notice of which is hereby given—

(a) the goods are carried entirely at the owner's and/or customer's risk;

(b) the Authority or the approved port operator shall not be liable for any loss, damage or delay to such goods from whatever cause arising and whensoever and wheresoever happening, and whether or not the loss, damage or delay be partly or wholly caused by any act, neglect, default, error in judgment or omission of any person or persons in the Authority's or the approved port operator's employ or in the employ of any other person or persons with whom the Authority or the approved port operator may contract for the carriage, loading, unloading, delivery and storage of any such goods and for whose act, neglect, default, error in judgment or omission the Authority or the approved port operator would if not excused by these conditions be responsible; or by the act or default of any other person or persons whatsoever and whether or not the loss, damage or delay be caused by any defect, latent or otherwise, or by any unfitness or unseaworthiness in the carrying lighter or vessel, or its tackle, fittings or appurtenances;

(c) the Authority or the approved port operator shall not be responsible for any loss, damage or delay to such goods arising from any act, neglect, default, error in judgment or omission of any person or persons, whether in the Authority's or the approved port operator's employment or not, on board any tug engaged in towing the carrying lighter or vessel, or for any defect, unfitness or insufficiency of power of any such tug; or for any act, neglect or default of any person or persons in the Authority's or the approved port operator's employ or employed in any other lighter or vessel;

(d) these conditions shall apply though the lighter may for any reason have deviated or departed from the intended course of transit of the goods and although the goods may have been loaded in the lighter with other goods;

(e) the Authority or the approved port operator shall not be liable to contribute in General Average Insurance;

(f) the Authority or the approved port operator shall not be responsible for any consequences arising from strike, lock-outs, or other labour difficulties; and

(g) the Authority or the approved port operator shall be at liberty to employ any lighter, tug or vessel belonging to other owners or to sublet the whole or any portion of the contract, and in either event the above terms and conditions shall apply to such employment or subletting and shall be deemed to have been agreed to between the owner of the goods or customer and such other owners or sub-contractors.

PART IX

DOUBLE BANKING OR SHIP TO SHIP (STS) OPERATION

Double Banking or Ship to Ship (STS) Operation

70.—(1) Double Banking of vessels or ship to ship operation of cargo, bunker, provision of fresh water or passenger within the Authority's premises, wharf, jetty or anchorages shall be carried in accordance with the standard operating procedures of the Port Authority or the approved port operator.

(2) The owner or agent of a vessel proposing to apply for Double Banking or STS Operation shall as early as possible and in any case not less than twenty-four hours apply to the Authority or the approved port operator in the form prescribed in the Sixth Schedule and shall submit together with the notification of arrival.

(3) All movements of the vessel shall be undertaken by the licensed pilots, mooring gangs and tugs belonging to or authorised by the Authority or the approved port operator.

(4) All charges to the said Double Banking or STS Operation shall be paid promptly and in full as per the prescribed charges, rates and dues being levied on the said vessel as contained in the Schedule of the Tanjung Manis Port Authority (Dues, Rates and Charges) Regulations, 2018 [*Swk. L.N. 30/2018*].

PART X

PORT WORKING HOURS – OVERTIME, *ETC.***Working hours, overtime, definition of hours of overtime**

71.—(1) Except on Sundays and prescribed public holidays, the working hours at the Authority's wharves and godown shall be 8.00 a.m. to 12.00 noon and 1.00 p.m. to 5.00 p.m. but the actual work of discharging, loading, receiving and delivering of general cargo shall cease at 11.45 a.m. and 4.45 p.m. respectively.

(2) Overtime charges at the appropriate rates specified in the Tanjung Manis Port Authority (Dues, Rates and Charges) Regulations, 2018 [*Swk. L.N. 30/2018*], shall be levied in respect of any work carried out by the Authority or the approved port operator outside the hours specified in paragraph (1).

(3) Overtime outside the hours specified in paragraph (1) shall be worked solely at the discretion of the Authority or the approved port operator.

Delivery from godowns on weekdays, Sundays or holidays

72. Subject to by-laws 73 and 74, no delivery or receipt of goods will be undertaken by the Authority or approved port operator after 5.00 p.m. on weekdays, and none will be undertaken on Saturdays, Sundays and prescribed public holidays.

Saturday and Sunday working

73. Where it is required to receive and deliver cargo on Saturdays and Sundays, a request in writing shall be made to the Authority or the approved port operator not later than 10.00 a.m. on the preceding Saturday.

Holidays

74.—(1) The Authority's offices and godowns shall normally remain closed on all prescribed public holidays.

(2) Where it is urgently required to work the Authority's godowns on such prescribed public holidays, a request in writing shall be submitted to the Authority or the approved port operator not less than twenty-four hours prior to the period it is required to work.

(3) For the purposes of this Part, "prescribed public holidays" means public holidays as enumerated in the First Schedule and Second Schedule to the Public Holidays Ordinance [*Cap. 8 (1958 Ed.)*] and includes any special public holidays declared from time to time under that Ordinance.

PART XI
PASSENGERS

Landing and embarking passengers

75. Any passenger may use the Authority's wharf and premises subject to:

- (a) the payment of a charge; and
- (b) terms and conditions,

to be determined by the Authority.

Passengers' baggage

76. The Authority's or the approved port operator's labour to assist in transporting passengers' baggage to and from the vessel's side at wharf and from and to the transit shed doors shall be subject to a charge, the sum of which shall be determined by the Authority.

Port baggage attendants

77. Only duly authorized port labour shall be permitted to handle passengers' baggage or effects within the Authority's premises.

PART XII
GENERAL

Responsibilities of masters of vessels

78. Every master or person in charge of a vessel shall be accountable for the acts of her crew and for persons employed on her behalf.

Exclusion of liability

79. The Authority or the approved port operator shall have no liability whatsoever (whether for negligence or otherwise) for deficiency, loss, damage or misdelivery or delay to vessel or goods or any deficiency therein or death or injury to persons, if the same arises out of or is caused by any of the following—

- (a) *force majeure* including storm, tempest, lightning, flood, tsunami;
- (b) fire (including steps taken for the extinguishment thereof), explosion, smoke;
- (c) strikes, lock-outs, go-slow, blockades or other industrial action (whether lawful or otherwise) by any person or anything done in the course of furtherance of a trade dispute;
- (d) improper, insufficient, indistinct or erroneous marking or addressing of goods;
- (e) improper or insufficient packaging of goods;
- (f) any inherent vice or quality of the goods;
- (g) any act of the Authority or the approved port operator, its employees, agents, servants or sub-contractors reasonably necessary for the safety and preservation of persons, port facilities, a vessel and or any goods;
- (h) theft or wilful damage unless proven by the port user to have been committed by the Authority or the approved port operator;
- (i) vermin, insects, fungal attack, rot or corrosion;
- (j) heat or cold;
- (k) any act of directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;

(l) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any government;

(m) civil disobedience at or in the vicinity of the port;

(n) shortage of berthing space, labour, plant deficiency, fuel or power or secure covered storage accommodation;

(o) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;

(p) late receipt of documents and approvals from the relevant government agencies pertaining to goods and vessel;

(q) the total or partial failure of any other electronic services or systems offered at any time by or on behalf of the Authority or the approved port operator including the total or partial failure of any communication links with those services or systems;

(r) voluntary use of a grounding berth;

(s) human error on the part of the Authority or the approved port operator, its employees, servants, agents or sub-contractors in inputting any information into any electronic service or system operated or managed by the Authority or the approved port operator;

(t) compliance with the instructions of any regulatory or statutory body;

(u) any loss or damage to goods, property or death or injury to persons in premises occupied and facilities controlled by the port users within the Authority's premises where such loss or damage or injury or death was not caused by the Authority or the approved port operator, its employees, servants, agents or sub-contractors and port users as occupier of such premises shall indemnify the Authority or the approved port operator, its employees, servants, agents or sub-contractors against any claims for such loss, damage, injury or death; and

(v) any other cause or event which the Authority or the approved port operator is unable to avoid and the consequences of which the Authority or the approved port operator is unable to prevent by the exercise of reasonable care.

Non-liability of the Authority or approved port operator for delays

80. The Authority or the approved port operator shall not be under any liability whatsoever (whether by negligence or otherwise) for any delay (including

delay to a vessel or goods) or the consequences thereof or for any loss of income, loss of profits, loss of contracts, loss of savings, loss of a particular market, hire costs, survey costs, packing costs or for any other consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort, breach of statutory duty, contract or otherwise.

Liability of the Authority or approved port operator

81.—(1) The Authority or the approved port operator shall be exempted from all liability whatsoever for any loss, damage or misdelivery of or to goods, cargo and/or loss or damage to vessels or death or injury to persons howsoever and whenever caused except upon proof by the port user (otherwise than by evidence only of such loss, damage, misdelivery, death or injury) that the loss, damage, misdelivery, death or injury was caused by the negligence or unlawful act or omission of the Authority or the approved port operator.

(2) The total liability of the Authority or the approved port operator for any loss, damage, claim, cost and/or expense shall in no case be more than two hundred and fifty thousand ringgit only in aggregate in respect of any one incident or series of incidents arising from or in connection with or consequent upon one event and shall be the lowest of the following as applicable—

(a) in respect of vessel, the depreciated value of such vessel or the reasonable cost of repairs (as agreed between the surveyors appointed by the Authority or the approved port operator and the vessel owner) whichever is the lesser;

(b) in respect of goods (including goods in container), the reasonable cost of repair or reconditioning in the case of damage or contamination or twenty-five percent of the value of the goods lost, damaged, contaminated or misdelivered whichever is the lesser;

(c) in respect of containers, the depreciated value or the reasonable repair cost of the containers, whichever is the lesser but in no case more than seven thousand five hundred ringgit for twenty footer dry container; twelve thousand ringgit for any other dry container exceeding twenty footer; and sixty thousand ringgit for an insulated, refrigerated or tank container;

(d) in respect of other property, depreciated value of the property or the reasonable costs of repair, whichever is the lesser provided the liability shall not exceed twenty-five thousand ringgit per incident or series of incidents arising from or in connection with or consequent upon one event; or

(e) in respect of death or injury, not more than two hundred fifty thousand ringgit per incident or series of incidents arising from or in connection with or consequent upon one event.

FIRST SCHEDULE

NOTIFICATION OF SHIP'S ARRIVAL

(Made under by-law 4(1))

As required by by-law4(1) of the Tanjung Manis Port Authority (Conditions of Business) By-Laws, 2018 [*Swk. L.N. 31/2018*], I hereby notify the Tanjung Manis Port Authority that the S.S/M.V. gross tonnes is expected to arrive at the Tanjung Manis Port at..... on day of, 20.....

Allocation of berthing is required at (wharf) at a.m./p.m.

This vessel shall discharge and load the following at the Tanjung Manis Port Authority's *wharf/anchorage:

Passengers	Persons
General Cargo	Tonnes Weight
General Cargo	Tonnes
Quantity	Unit

Permission is requested to discharge and load the following at the Tanjung Manis Port Authority's *wharf/anchorage for which *partial/full lighterage service is required:

The vessel has the following heavy lifts to discharge:

The vessel shall discharge the following cargo direct to lorry:

..... tonnes of fresh water required. Overall length metres. Gross tonnage alongside shall be metres.

I hereby accept on behalf of the vessel the Authority's Conditions of Business and all other enactments for the time being in force applicable to the Tanjung Manis Port.

Two copies of the Ship's Inward Manifest *are attached herewith/shall be forwarded on

* Delete / complete as necessary

Signed

As Owner/Agents

.....

Date

SECOND SCHEDULE

NOTIFICATION OF SHIP'S DEPARTURE

(Made under by-law 4(2))

As required by by-law4(2) of the Tanjung Manis Port Authority (Conditions of Business) By-Laws, 2018 [*Swk. L.N. 31/2018*], I hereby notify the Tanjung Manis Port Authority that the S.S./M.V. gross tonnes shall leave/has left the Tanjung Manis Port aton day of , 20.....

During her stay in port the ship has loaded the following:

At Authority's At Wharf/Anchorage

*Insert list of cargo

Two copies of the Ship's Outward Manifest *are attached herewith/shall be forwarded to the Authority on

Signed.....

As Owner/Agents

.....

Date

* Delete / complete as necessary

THIRD SCHEDULE

APPLICATION FOR BERTH

(Made under by-law 5(1))

The General Manager,
Tanjung Manis Port Authority,
Tanjung Manis.

I hereby request that a berth be allocated to S.S./M.V.
..... at Tanjung Manis Port Authority's wharf on
..... at a.m. /p.m.

The vessel shall load and discharge all her Tanjung Manis passengers/cargo at the wharf except the following:

for which permission to load and discharge at
..... anchorage is requested.

The vessel has the following heavy lifts to discharge:

The vessel shall discharge the following cargo direct to lorry:

..... tonnes of fresh water
required. Overall length metres. Gross tonnage
..... Maximum draft alongside shall be
metres.

I hereby accept on behalf of the vessel the Authority's Conditions of Business and all other enactments for the time being in force applicable to the Tanjung Manis Port.

Signed

As Owner/Agents

.....

Date

FOURTH SCHEDULE

ALLOCATION OF BERTH

(Made under by-law 5(2))

Date :

Messrs

.....

.....

Sirs,

With reference to your application dated
..... for a berth for your S.S./M.V.
..... I have to advise that a berth has been
allocated to this vessel at wharf on
..... at..... a.m./p.m. on the
following conditions:

- (1) The following goods are removed before the vessel is berthed.
- (2) The following goods remain on board provided that the enclosed undertaking is returned to me duly signed by the vessel's representative.
- (3) The following goods are discharged over the wharf direct into vehicle but shall not be accepted into the Authority's transit sheds.

Yours faithfully,

.....
Authority/ Approved Port Operator

FIFTH SCHEDULE

ORDER TO MOVE, VACATE AND/OR SHIFT BERTH

(Made under by-law 9(4))

The Master, S.S / M.V	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">No:</td> <td style="width: 70%;"></td> </tr> <tr> <td style="padding: 2px;">Date:</td> <td></td> </tr> </table>	No:		Date:	
No:					
Date:					

Dear Sirs,

The above subject refers.

Kindly take note that due to urgent operational requirement your vessel is required to—

[] Vacate the berth by _____ hours on _____

[] Shift from meter no. _____ to meter no. _____

[] _____

For your information, this order is made in exercise of the powers conferred by by-law 9 (4) of the Tanjung Manis Port Authority (Conditions of Business) By-Laws, 2018 *[Swk. L.N. 31/2018]*. Failure to act on this Order shall cause your vessel to be charged five (5) times the normal berth occupancy rate.

Your usual cooperation in this matter is very much appreciated.

Thank you.

Yours faithfully,

.....
Authority/Approved Port Operator

SIXTH SCHEDULE

APPLICATION FOR SPECIAL MARINE SERVICES
TO PERFORM DOUBLE BANKING / SHIP TO SHIP OPERATION
(CARGO/BUNKER/PROVISION OF FRESH WATER/PASSENGER)

(Made under by-law 70(2))

APPLICATION FOR SPECIAL MARINE SERVICE
TO PERFORM DOUBLE BANKING OR SHIP TO SHIP TRANSFER

<input type="checkbox"/>	CARGO	<input type="checkbox"/>	BUNKER	<input type="checkbox"/>	PROVISION
<input type="checkbox"/>	FRESH WATER	<input type="checkbox"/>	PASSENGER	<input type="checkbox"/>	OTHERS

Please tick (✓) wherever is applicable and cross (X) for those not applicable.

PARTICULARS OF ANCHOR/BIGGER/INNER VESSEL/RECEIVING VESSEL

Name of Vessel :	_____	Type of Vessel :	_____
Flag :	_____	Call Sign :	_____
Port of Registry :	_____	Official No :	_____
Length Overall :	_____ m	Gross Tonnage :	_____ T
Breadth Extreme:	_____ m	Nett Tonnage :	_____ T
D.W.T. :	_____ T	Arr. Displacement :	_____ T
Arrival Draft :	_____ m	Dep. Displacement :	_____ T
Anchor Cable :	_____ Shackles	Crew O/B :	_____ Pax

Type of cargo on board (if any) _____

Date of Arrival (ETA) _____

Expected Duration of Transfer _____

Duration of Port Stay _____

Purpose of Transfer _____

PARTICULARS OF THE OUTER/SMALLER/SUPPLYING VESSEL

Name of Vessel :	_____	Type of Vessel :	_____
Flag :	_____	Call Sign :	_____
Port of Registry :	_____	Official No :	_____
Length Overall :	_____ m	Gross Tonnage :	_____ T
Breadth Extreme :	_____ m	Nett Tonnage :	_____ T
D.W.T. :	_____	Arr. Displacement :	_____ T
No. Mooring Ropes:	_____	Crew O/B :	_____ Pax

AUTHORISED AGENT/OWNER

Name:..... Position:.....

Address:.....

.....

.....

Contact No:..... Mobile:.....

PERSON IN OVERALL ADVISORY CONTROL/DESIGNATED PERSON

Name :..... Position:.....

Contact No. 1 :..... No.2:

We/I, _____ Owner/Owner's
Representative/Authorised Agent of the above vessel hereby accept and agree to comply with the terms
and conditions of this permit.

Signature : _____ Date: _____

Chop :

Name : _____

Address : _____

Email : _____

Tel No : _____ Fax No: _____

❖ For the purpose of this permit, the person signing this form shall be deemed to be the
Owner/Owner's Authorised Agent of this vessel.

FOR OFFICIAL USE ONLY

Approval is hereby granted _____ to perform Double
Banking/Ship to Ship Transfer Operation at _____

Starting From : _____

Complete on or before : _____

Renewed or Extended till : _____

Remarks by Authority/Approved Port Authority

- i) _____
- ii) _____
- iii) _____
- iv) _____
- v) _____
- vi) _____

After careful assessment and consideration, to the best of my knowledge and ability at this moment, we are not granting the Approval

Remarks by Authority/Approved Port Operator

- i) _____
- ii) _____
- iii) _____

Authority/Approved Port Operator

Date: _____

(✓) Tick for approval and cross (X) for not applicable

Made this 20th day of July, 2017.

ABDULLAH BIN HAJI SAIDOL,
Chairman
Tanjung Manis Port Authority