

Eilentscheidung des Vorstandsvorstehers vom 15. Mai 2023
zur aktuell geltenden Hafentgeltordnung vom 19.05.2021

Die Hafentgeltordnung des Industriehafen Lubmin vom 19.05.2021 wird mit sofortiger Wirkung im folgenden Punkt geändert:

Anlage 1

zur Hafentgeltordnung für den Industriehafen Lubmin

VI. Sonstiges

(6) Schlepperhilfe

- a. Das Drehen und Wenden von Wasserfahrzeugen im Wendebecken ist nicht mehr gestattet. Wasserfahrzeuge, die aufgrund ihrer Länge oder Bauart bzw. aufgrund der Liegeplatzsituation nicht im Kanal drehen können, müssen entweder rückwärts in den Hafen einlaufen oder rückwärts aus dem Hafen auslaufen und sich dabei ausreichender Schlepperhilfe bedienen.

Schlepperhilfe wird wie folgt vorgeschrieben:

Schiffslänge über alles in Meter	Mindestschlepperanzahl
0 - 75,00	0
75,01 - 120,00	1
120,01 - 170,00	2
über 170,00	3

- b. Die Inanspruchnahme von Schlepperleistungen ist per E-Mail beim Unternehmen Deutsche ReGas anzumelden. Die Anmeldung hat durch die Schiffsleitung oder deren Beauftragten zu erfolgen.
- c. Für die Inanspruchnahme der durch das Unternehmen Deutsche ReGas im Industriehafen Lubmin vorgehaltenen Schlepperhilfe werden die nachfolgend aufgeführten Entgelte erhoben.

Vessel Size (GT)	Lubmin
GT rates are charged on the basis of the gross tonnage stated in the ITC	All areas in Lubmin
Up to – 3,000	€ 1,850
3,001 – 5,000	€ 2,400
5,001 – 10,000	€ 3,005
10,001 – 15,000	€ 3,631
15,001 – 20,000	€ 4,382
20,001 – 25,000	€ 5,134
25,001 – 30,000	€ 6,636
30,001 – 35,000	€ 7,387
35,001 – 40,000	€ 8,389
40,001 – 45,000	€ 9,140
45,001 – 50,000	€ 10,142
> 50,001 each 10,000	€ 536

- d. Für die Schlepperleistungen des Unternehmens Deutsche ReGas gelten die Bedingungen und Regelungen des beigefügten DRG Tug Tariff.

15. Mai 2023



Axel Vogt

Verbandsvorsteher

Zweckverband _____
"Energie- und Technologiestandort Freesendorf"



TUG TARIFF – LUBMIN

1. Introduction

Deutsche Re-Gas (DRG) has two tugs on long term time charter and free capacities shall be made available to the port of Lubmin.

The following towage tariffs mentioned in chapter 2 shall and are to be understood lumpsum rates based on the vessels gross tonnage. The additional services in chapter 3 are building up on the towage tariffs with additional surcharges applying.

DRG tug booking is to be conducted in accordance with the guidelines provided in the notes below.

2. Towage Tariffs

The following tug tariff applies in the port of Lubmin based on the gross tonnage (GT) of the vessel documented in the vessels International Tonnage Certificate (ITC). The reduced GT shall NOT be taken into account.

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3. Additional Services

Hourly Rate

Bollard pull tug	Holding, extra pushing to berth, in connection with an assistance, if longer than 4 hours special arrangements have to be made	Holding / Pushing / Preventing from Breaking loose from mooring during strong winds (>6 bft)
30 – 75 mt	€ 2,400	€ 3,235

Shifting from Berth to Berth

The time counts from the time the tug is leaving its station (or from the time it was ordered to be ready at its station), time counting ends when the tug has returned to its station. The first 60 minutes or part thereof counts as full hour. Thereafter time will be charged in 30 minutes periods.

Tug requests for transport purposes (provision & spare part supply, crew change, etc.) shall be charged with € 1,300 per hour.

In case the vessel needs to be shifted from one berth to another the maneuver will be charged at the hourly working rate per tug (min 1 hour, thereafter, charging per 30 minutes or part thereof) the time counting from departure from and return to the tug's berth.

Waiting Time

For waiting time, the rate per hour will be charged (see hourly rate). Waiting time occurs if the tug – despite a firm ordering time:

- (a) has not commenced the assistance within 30 minutes;
- (b) Interrupts its normal assistance longer than 30 minutes; or
- (c) in case of trip in vain is not being released within 30 minutes.

First half hour is free of charge, unless the delay is longer, whereupon the first hour will be charged in full followed by half hourly charges of the hourly rate.

Mobilization in Vain

If departure or shifting is cancelled without notice given at least one hour before the services are due to commence and/or tug(s) is (are) dismissed without being used; 50% of the towage tariff is applicable.

Holding/Pushing/Preventing from Breaking away from berth

Charge at the hourly working rate per tug (minimum 1 hour, thereafter charging per 30 minutes or part thereof) the time counting from departure from and return to the tug's berth.

Holding or pushing time occurs as soon as the normal assistance is interrupted and the seagoing vessel has to be held or pushed in position (e.g. in front of or behind the locks/on the river/in front of or behind of bridges).

For holding or pushing time the hourly rate as stated above will be charged.

Dead Ship

In case assisting vessels without propulsion or steering, an additional surcharge of 50% of the Towage Tariff will be charged.

Evening, Weekend and Holiday surcharge

A surcharge of 25% each on the rates according to items 2 (towage tariffs) and/or 3 (additional services) is imposed for towage services outside the normal working hours on weekdays (Mon-Sat) between 06.00 and 20.00 as well as on holidays, if at least 50% of the services are provided outside these hours or on this day.

Late order

Any order for assistance to vessels needs to be given with an advance confirmed notice of at least 8 hours stating an estimate time for the towage. Orders made less than 2 hours may be subject to a 100% surcharge of the towage rate.

Ice surcharge

In case of tug assistance in broken ice, a surcharge of 25% each on the rates according to position 2 & 3 will be levied.

Ice breaking

A surcharge of 50% on the rates according to items 2 & 3 shall be levied for ice breaking and ice breaking assistance.

Emergency response

The towage rates will not apply in case of emergency assistance, salvage, vessel broken loose from the mooring and/or any other extraordinary and/or unforeseen circumstance. In all those cases a separate agreement will be made.

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Fuel surcharge

The towage-rates, rates per hour and fixed rates mentioned before are subject to 25% surcharge.

4. Notes and Conditions

Order handling

Orders will be executed in the sequence of their receipt.

Towage Conditions

All services to be performed subject to the terms and conditions of the "Standard Towage Conditions"

All obligations resulting from the service to be fulfilled at the above-mentioned port locations. Any disputes are to be decided according to German Law and exclusively by German Courts.

Payment Terms

Payment: within 14 days. Value Added Tax (VAT), if applicable, will be added to the aforementioned rates.

The towage rates, rates per hour and fixed rates do not include Value Added Tax. The General Towage Conditions as printed overleaf are to apply.

Invoices for towage services rendered on behalf of this tariff are due within 21 days upon date of service.

**Notes / Ordering procedure /
Communication**

The towage rates, rates per hour and fixed rates agreed do not apply for salvage, pumping, fire-fighting, qualified assistance and/or other exceptional services. In such cases individual agreements to be made.

Orders and their amendments are to be placed in writing by e-mail and in English to the following parties (orders or their amendments submitted by telephone are not being accepted) and mail is the primary source of communication.

asgeir.andersen@deutsche-regas.de;

martin.mischke@deutsche-regas.de;

operations@deutsche-regas.de;

opslubmin-marine@reganosa.com;

A written response is provided within 6 hours during working hours (0700 – 2200 German time Monday to Friday), an 8-hour response during night hours (2200 – 0700 German time), and a 6-hour response during daytime (0700 – 2200 German time) on weekends (Sat & Sun) and public holidays.

All requests made via telephone are to be followed up with an e-mail by the ordering agency.

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5. Standard Towage Conditions

I. Definitions

Assistance: Services rendered in Close Proximity of a manned Towed Object under the command of its master or pilot, as the case may be.

Customer: The party which has contracted with the Tug Owner to perform the Services.

Services: The services required by the Customer in relation to a Towed Object or otherwise, including but not limited to Assistance. **Close Proximity:** The area within which the Tug and the Towed Object affect or may affect each other or are or may be subject to the influence of each other.

Towed Object: Any floating object, including, in particular, seagoing vessels, whether manoeuvrable or not, in respect of which the Services are being rendered.

Tug: The tug or tugs including their master and crew and equipment actually performing the Services, whether or not owned by the Tug Owner or by third parties (see Clause II(3) below).

Tug Owner: The party which undertakes to perform the Services.

II. Provision of Services

(1) All Services of the Tug Owner shall be rendered exclusively on the basis of these General Towage Conditions, unless otherwise expressly agreed.

(2) When Services are rendered in respect of manned Towed Objects which are under the command of a master or pilot, the duty of the Tug Owner shall be limited to making the Tug's services available to carry out the instructions of the Towed Object's master or pilot, as the case may be.

(3) The Tug Owner is entitled to make use of one or more Tugs owned by third parties. (4) If the provision of the Services is impossible or significantly more difficult due to circumstances beyond the Tug Owner's control, in particular weather constraints, e. g. storm, ice or bad visibility, the Tug Owner shall be under no obligation to provide the Services.

(5) The Tug Owner renders services on a first-come, first-serve basis. According to the custom of the port or port authorities' orders, inbound vessels may have to be served with priority. The Tug Owner shall always be entitled to render emergency assistance to people or crafts. This may lead to delays when rendering the Services, for which the Tug Owner shall not be responsible.

(6) In the cases referred to in Clauses II(4) and II(5) sentences 1 and 2, the Tug Owner shall also be entitled to interrupt the Services rendered, whereby appropriate regard shall be had to the safety of the Towed Object.

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Once the cause for the interruption of Services has ceased, the Tug Owner shall resume with the Services without undue delay.

III. The Customer's Duties

(1) The Customer shall ensure that the Towed Object is in all respects ready to allow the safe performance of the required Services, that all safety regulations relevant to the Towed Object are observed, that all required permissions in respect of the Towed Object and the Services are available and conditions imposed in such permissions are observed.

(2) The Customer shall further ensure that the master or pilot, as the case may be, of the Towed Object gives orders in such a way that neither the Towed Object nor the Tug or interests of third parties are exposed to danger.

IV. Remuneration

(1) Unless otherwise agreed, the Customer shall pay a remuneration in accordance with the Tug Owner's tariffs.

(2) The agreed remuneration does not cover any extraordinary services or salvage services.

(3) The remuneration is payable at the Tug Owner's place of business upon rendering the invoice.

(4) The Customer is only entitled to set-off if he has obtained a final and binding judgement against the Tug Owner or if the Customer's claim(s) against the Tug Owner are undisputed.

V. Customer's Liability

(1) The Customer shall be liable for any damage to the Tug caused by the Tug's activities during the time of Assistance, unless the damage was caused negligently or intentionally by the Tug Owner, his servants or subcontractors or the Tug's master or crew.

(2) The Customer shall be liable for any damage to the Tug incurred during the time of Assistance as a consequence of the Tug following an order or direction given by the Towed Object's master or pilot, as the case may be, unless the damage was caused by gross negligence or intentional acts of the Tug Owner, his servants or subcontractors or the Tug's master or crew.

(3) Further the Customer is liable for loss or damage suffered by third parties in the course of the Assistance due to the Tug's manoeuvres carried out upon the orders and directions of the Towed Object's master or pilot, as the case may be, unless the loss or damage was caused by gross negligence or intentional acts or the non-observance of an essential duty ("Kardinalpflicht"), as the case may be, by the Tug Owner, his servants or subcontractors or the Tug's master or crew.

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(4) In relation to Clauses V(1) through V(3) above, the burden of proof in respect of any negligence, gross negligence or intentional act of the Tug Owner, his servants or subcontractors or the Tug's master or crew as well as any non-observance of an essential duty ("Kardinalpflicht") by either of them shall rest with the Customer.

(5) Whenever the Tug is out of service due to reasons for which the Customer is liable, the Tug Owner may recover loss of income of EUR 3.000 per calendar day. The Customer shall be entitled to prove that the Tug Owner in fact did not suffer any damage or that the damage actually suffered is substantially less than this amount. The Tug Owner's right to claim damages exceeding this amount as well as his duty to mitigate damages (paragraph 254 German Civil Code) remain unaffected. If Services are rendered by a Tug owned by a third party (see Clause II(3) above), that third party is also entitled to rely upon the foregoing provisions.

(6) In case of Services rendered by a Tug owned by a third party, the losses suffered by that third party are considered to be the Tug Owner's own losses which he is, thus, entitled to liquidate ("Drittschadensliquidation").

(7) The foregoing provisions do not in any way affect other rights, claims or remedies the Tug Owner may have against the Customer, be it in contract or tort.

VI. Tug Owner's Liability

(1) The Tug Owner shall be liable for loss or damage suffered by the Customer only to the extent that it was caused by gross negligence or intentional acts of the Tug Owner, his servants or sub-contractors or the Tug's master or crew. This does not apply if the loss or damage is due to the non-observance of any of the Tug Owner's essential duties ("Kardinalpflichten").

(2) The Tug Owner shall only be liable in respect of direct loss or damage which is reasonably foreseeable, but not for remote consequential loss.

(3) In respect of loss or damage caused by delayed Services, Clauses VI(1) and VI(2) and Clause II(5) shall apply. The Tug Owner's liability shall be limited to three times the remuneration which is or would have been payable by the Customer, unless the delay was caused intentionally or by gross negligence.

(4) Clauses VI(1) through VI(3) above do not apply to personal injury claims. In such cases, the relevant legislation shall apply.

(5) In case the Tug Owner is considered to be a carrier, his liability in respect of loss of or damage to the goods including the Towed Object shall not exceed 2 Special Drawing Rights of the International Monetary Fund per kilogram of any goods lost or damaged.

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(6) In any event the Tug Owner shall be entitled to limit his liability as provided for in provisions on ship owners' limitation of liability applicable to the Tug which caused the damage, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended, or the Convention on Limitation of Liability in Inland Waterway Shipping (CLNI), 1988, or any national legislation, as the case may be. This also applies if the Tug provided by the Tug Owner to perform the Services is not owned, chartered, leased, managed or operated by the Tug Owner.

(7) The exclusions and limitations referred to in Clauses VI(1) through VI(6) above shall apply to any claim be it in contract or otherwise against the Tug Owner. They shall also apply in favour of his servants or sub-contractors including, in particular, any third-party owner of the Tug as well as the Tug's master and crew.

VII. Indemnity

The Customer shall indemnify the Tug Owner for all third-party claims in respect of loss or damage for which, as between the Tug Owner and the Customer, the Customer is liable.

VIII. Law and Jurisdiction

The contract for tugboat services is subject to German law. Any and all disputes arising under the contract or in connection with the Services rendered shall be subject to the exclusive jurisdiction of the courts of the Tug Owner's place of business.