

MOORING FACILITY - TERMS AND CONDITIONS OF USE

(Updated as 22 December 2023)

1 Whereas the applicant for the Mooring Facility (MF) detailed in the application form (hereinafter referred to as the “MF User”) has successfully applied for the use of the Mooring Facility as indicated by the Authority in Portion B of his application form, the Authority hereby grants the MF User the right to use the MF (the “MF Permit”) for the sole purpose of mooring one of his vessels for transshipment/unloading sand or granite aggregates (the “Activity”), subject to the terms and conditions set out herein for the period stated in Portion B of the application form (the “MF Permission Period”)

SCOPE OF USE

2.1 The MF User shall be allowed to use the allocated MF solely for the Activity.

2.2 The MF User shall submit his proposed Standard Operating Procedures (SOP) to THE AUTHORITY at least three (3) working days prior to the commencement date of the MF Permission Period. The SOP approved by the Authority shall be strictly complied with.

FEE & DEPOSIT

3.1 The MF User shall pay a MF Fee based on the actual volume of tonnage transshipped/unloaded while using the MF during the MF Permission Period (subject to prevailing GST and other kinds of taxes that may be applicable).

3.2 A deposit, as shown at the third column titled “MF Deposit (\$)” in Table 1 below (the “MF Deposit”), shall be payable upon the allocation of the MF. The MF deposit can be used to offset the MF Fee.

Table 1

S/N	Mooring facilities	MF Deposit* (\$)
1	MF2 and MF5	\$10,900.00 (Fee include GST)

*The GST-applicable fees have been revised to account for 9% GST with effect from 1 Jan 2024.

3.2 The Fees for the use of MF are shown in Table 2 below. The content in this table does not in any way affect, diminish or prejudice the MF User’s liability as set out in clauses 1 to 12 of these Terms and Conditions.

Table 2

S/N	Types of Charges	Amount
1	MF Fee* (formerly known as Buoy Fee)	\$0.27/tonne for each buoy (payable to MND via The Authority) (Fee include GST)
2	Berthing Fee	\$0.50/tonne (payable to the Berth Operator)
3	MPA Wharfage Charge	\$0.20/tonne (payable to MPA via The Authority)
4	Surcharge* (for Non-Storage Plot User only)	\$0.55/tonne (for use of waterfront landing facilities) (Fee include GST)

*Charges/fees are subject to prevailing GST. The GST-applicable fees have been revised to account for 9% GST with effect from 1 Jan 2024.

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DEFERMENT

4 No deferment on the use of the allocated MF period will be entertained. MF User shall only be allowed the use of the MF within the allocated MF Permission Period.

CANCELLATION AND NO-SHOW

5.1 The MF User may on his own accord request to cancel the MF Permission Period of each MF. The MF User shall inform the Authority by way of a written notice of his intention to cancel the MF Permission Period.

5.2 The Authority shall refund the relevant percentage of the MF Deposit as indicated in Table 3 below. For the avoidance of doubt, any Notice of Cancellation received by the Authority less than 3 weeks prior to the commencement of the MF Permission Period, the MF Deposit shall be forfeited and upon such forfeiture shall belong solely to the Authority.

Table 3

Notice of Cancellation Received by the Authority	Refund of MF Deposit
Within 7 calendar days from date of confirmation of booking	90%^
More than 3 calendar weeks before the MF Permission Period commences	30%
3 calendar weeks or less before the MF Permission Period commences	No refund

^ The 90% refund for cancellation within 7 calendar days from booking confirmation will take precedence, regardless of whether it is more or less than 3 calendar weeks before the commencement of the MF Permission Period.

5.3 Cancellation and no-show will result in the MF User, including joint importers, being placed in a lower priority and their subsequent applications will only be processed 3 working days after the submission of the application, for 3 months from the date of cancellation.

USE OF MF

6.1 In the event that the Authority is of the opinion that the MF User is unable to complete the Activity within the MF Permission Period, the Authority may, demand the MF User to cease the Activity forthwith and vacate from the MF if the said MF has been reserved for other MF users or the Authority intends to use the MF for other purposes, upon the expiry of the MF Permission Period.

6.2 Should the MF User cause any damage to the MF, the mooring buoy systems, the revetment, bollards and/or any other parts associated with the MF, during the period of use of the MF, the MF User is required to engage a contractor as approved by the Authority to make good the damages. In addition, the MF User may be required to pay the Authority, an Administration Charge pursuant to Clause 10 until the damages are rectified to the satisfaction of the Authority.

6.3 Any MF User who breaches any of these terms and conditions or fails to comply with the SOP so approved by the Authority, may have his Activity suspended or the MF Permission revoked at the sole discretion of the Authority. Where the Authority suspends the Activity or revokes the MF Permission pursuant to the foregoing, the Authority shall not

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be liable to the MF User or any other party for any damages arising or in relation to such suspension of Activity or revocation of the MF Permit.

EXTENSION

7 Upon commencement of the Activity, the MF User may, subject to availability of the MF, apply for an extension of the MF Permission Period "Application for Extension"). Application for Extension shall be made at least ONE working day before the expiry of the MF Permission Period. The Authority shall be under no obligation whatsoever to accept or agree or approve any Application for Extension.

COMPLIANCE WITH STATUTORY OBLIGATIONS

8 The MF User shall at his own expense comply with all laws, regulations, by-laws and any other laws, regulations and by-laws which are existing or which may come into force from time to time, including but not limited to:

- i. Building and Construction Authority Act, Part VIA Supply of Essential Construction Materials;
- ii. Building and Construction Authority (Importers' Licensing) Regulations 2011;
- iii. Building and Construction Authority (Composition of Offences) Regulations 2011;
- iv. Building and Construction Authority (Exemption) Order 2011;
- v. Traffic Regulations;
- vi. Anti-Pollution Regulations;
- vii. Vehicle and Transit Licensing Division's Regulations;
- viii. Safety Regulations;
- ix. Health and Environment Regulations;
- x. Employment and Labour Regulations;
- xi. Maritime And Port Authority of Singapore (MPA) Regulations and other harbour and waterway Regulations;
- xii. Immigration Regulations;
- xiii. Customs and Excise Regulations;
- xiv. Work Injury Compensation Regulations; and
- xv. Workplace Safety and Health Act 2006.

ASSIGNMENT AND SUB-LETTING

9 Neither the whole nor part of the MF permission granted to the MF User may be sub-let, sub-licensed, or assigned to any importer without the prior written consent of the Authority.

ADMINISTRATIVE CHARGE

10. In the event of any damage of an MF during the MF Permission Period caused by the MF rendering the MF unusable by other prospective users of the MF, the MF User shall pay to the Authority an administrative charge of S\$100 for the first day the MF is deemed unusable and a further daily administrative charge of \$50 per day where the MF is deemed unusable, up to a maximum of S\$1,000.00.

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LATE PAYMENT CHARGES

11.1 A late payment interest charge (subject to prevailing GST) will be charged daily on the Fees, or any other fees/charges that remain unpaid calculated from the due date specified by the Authority, subject to a minimum of \$2.00 per billing of late payment interest. The interest charge will be subject to a maximum of 12% per annum.

INSURANCE

12 The MF User shall be solely liable for, indemnify the Authority against, and at all times insure himself against any liability, loss, claim or proceedings arising or relating to his use of the MF whatsoever arising out of or in relation the MF User's use of the MF under this terms and conditions, under any statute, in equity or at law.

EXPIRY OF MF PERMISSION PERIOD

13 On the expiry of the MF Permission Period or the extension thereof, the MF User shall forthwith reinstate the MF* to the satisfaction of the Authority, peacefully vacate and deliver up the MF to the Authority. If the MF User fails to deliver up the MF to the Authority, the Authority shall be entitled to, and may use the MF Deposit in rectifying any damages to the MF or demand that MF User bears all damages suffered by the Authority as a result of this failure, including and not limited to any claims for damages made by other MF User against the Authority.

*This shall include the condition of the mooring buoy system(s), the distance between the mooring buoys (if applicable).

DISCLAIMER

14.1 The Authority shall not in any way be responsible or accountable for any loss or wastage of, or any damage to, the isolated aggregates during the period of use of the MF.

14.2 Without prejudice to the rights of the Authority at law, the Authority shall be entitled to terminate the permission granted herein and the MF User's use of the MF by giving 3 days' written notice in the event of any breach of the terms set out herein.

14.3 The Authority shall not in any event be liable for any damages, expense and/or losses suffered/incurred by the MF User in respect of or arising out of his application for the MF, the use of the MF, the vacating and the surrender of the MF to the Authority (whether on, before or after the expiry of the MF Permission Period or any extension thereof), as well as any termination of the permission granted herein or the MF User's use of the MF.