



**United Arab Emirates**  
Government of Sharjah  
Department of Seaports & Customs

دولة الامارات العربية المتحدة  
حكومة الشارقة  
دائرة الموانئ البحرية والجمارك

## CONDITIONS OF USE : NOTICE TO MASTERS

YOU ARE HEREBY ADVISED : That the conditions of use of the ports of Sharjah are as follows:

1. **Pilotage is compulsory** for all ships entering or leaving Sharjah Ports and Creeks. The Port **accepts no responsibility** for any damage occurring during the berthing or unberthing of your ship. The vessel should at all times remain under Master's command and pilot's advice. Pilot's advice shall not under any circumstances **exonerate** the Master and Owners from liability for any damage occurring during the berthing / unberthing operation.
2. The Master and Owners of a vessel shall be **held liable jointly and severally** for any **actual and consequential** damage whatsoever, howsoever caused by their vessel, or assisting tugs or servants including Sharjah Ports Authority employees and contractors, to any of the assets, structures, equipment, craft or property of the ports and/or other vessels and craft within the Port's jurisdiction. Sharjah Ports Authority reserves the **right to detain** the vessel until security has been given for the estimated amount of damage caused. Estimated damage shall be drawn up by an approved Lloyds Surveyor or other competent Person.
3. a) Sharjah Ports Authority, Department of Ports & Customs **accepts no responsibility or liability** whatsoever for any actual or consequential damage to the ship, its structure, its handling gear, equipment, or fittings, or to any of its cargo, howsoever and by whomsoever caused during the vessel's port call and associated activities.  
b) In the event of any accident occurring, howsoever caused, which involves port stevedores and / or others during the course of cargo handling or the vessel's shifting or hauling operations, the Master and /or Owners, and/or Operator, and/or Charterer shall be held **liable jointly and severally** for settlement of any claim for either **direct or consequential loss** that may arise out of the accident. Sharjah ports authority reserves the right to conduct its own investigation into any incident and to interview and obtain statements from the Master and other servants of the Owners, Operator, or Charterer.  
c) The Owners, Master, Operator, Charterer or their Agents **agree to indemnify and hold harmless** Sharjah Ports Authority, its employees, servants, any of its agents, or contractors from and against all losses, claims, demands and suits for damage to the ship and/or assets and for death or personal injury that may result as a consequence of services rendered within the port.
4. The Master must formally **declare** to the pilot upon boarding **any manoeuvring deficiency or limitations** of the vessel.

5. When alongside the berth, or on moorings, the **Master shall ensure** that:
  - a) His vessel is **adequately** and **safely manned** and **ready** for all emergencies and is ready for hauling or shifting at any time as required by the Port Authority (prior notice will be given under normal circumstances).
  - b) A safe and **proper accommodation ladder**, provided with **save all net**, is **adequately lit** during the hours of darkness and **properly watched** throughout.
  - c) **Rat guards** are provided and fitted securely to all mooring ropes and / or wires.
  - d) No substances, matter or material are **discharged or thrown overboard**, either into the water or onto the jetty.
  - e) If **hazardous substances** are being worked, the relevant International Regulations and Recommendations together with the Port's regulations are **fully complied with**.
  - f) He and his crew should **duly respect** the customs and traditions of Sharjah whilst on board and during shore leave.
6. All Tankers, Car Carriers ( Ro / Ro + Lo / Lo ) must have **fire wires rigged**, Fore & Aft, ready and **constantly tended** to remain 1.5 metres above the water for emergency towing.
7. The Masters of all Car Carriers must produce a **Fire Fighting & Emergency Plan** to the Port Authority upon arrival.
8. The **original copies** of all the ship's Certificates shall be produced to any Port Official on demand. Where a ship is more than 15 years old, a **valid Certificate of Condition and Seaworthiness** issued by a recognised Authority or Agency shall be on board.

Where certificates are found to be invalid, and notwithstanding any fines payable, the ship may be **removed from the Port Area** at ship's expense and re-entry permitted only after validity has been confirmed.

**Failure to produce** any certificate to a Port Official when demanded renders the Master and Owners **jointly and severally liable** to a fine of up to Dhs. 50,000 in addition to the removal of the ship from the Port Area.

9. No engine repairs may be undertaken which would prevent the movement of the ship under her own power, without **first obtaining** the written permission of the Harbour Master.
10. Any kind of **pollution** in Sharjah Waters is strictly prohibited. The Master and/or Owners and/or Charterer and/or Operator of any vessel causing pollution shall **jointly and severally be held liable** to a fine of up to Dhs. 500,000, in addition to any **other expenses** which may be incurred in the **removal and clean up** of such pollution. They shall also **jointly and severally be held liable** for damages and claims filed by third parties.
11. The Master **must declare** to the agents **any stowaway** on board prior to arrival and also to the pilot upon boarding. Failure to do so will lead to serious consequences.
12. All vessel ( except container ships ) which use the container berths 1A, 1 and 2 should **obtain permission** from the Port and/or Sharjah Container Terminal Prior to using ship's Crane or Derricks.