

Terms and Conditions - Deep Sea Pilotage and Deep Sea Ice Pilotage

1. Scope and definitions

The Swedish Maritime Administration (SMA) is a Swedish Government Agency and the authority responsible for mandatory pilotage in accordance with Swedish law. SMA provides pilotage and assistance in the navigation to vessels within Swedish territorial waters.

SMA can also provide Deep Sea Pilotage in the water area between Sweden and Denmark and in the Baltic Sea. Swedish pilots, employed by SMA, provide a high quality, safe and efficient pilotage service in order to minimize risks for the shipping industry.

Also available are Deep Sea Ice Pilotage as well as other services, for example change of crew and loading/unloading of small packages by order or in connection with pilot embarkation/disembarkation.

SMA is ISO 9001-certified since 2003.

These terms and conditions apply to all services provided by SMA in connection with Deep Sea Pilotage, but may in each case be supplemented by additional terms and conditions. Additional terms and conditions for Deep Sea Ice Pilotage can be found under Chapter 3 below.

The Customer accepts these terms and conditions, as well as other terms and conditions that may apply in each case, by concluding the Contract.

Definitions

The Contract: the agreement, verbal or written, concluded between the Customer and SMA for Deep Sea Pilotage, Deep Sea Ice Pilotage or other services.

The Customer: the person or corporation who have ordered the Service through the web, phone/VHF or in writing/by e-mail.

The Service: the service, Deep Sea Pilotage, Deep Sea Ice Pilotage or other, ordered by the Customer in each case.

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Assistance of a Pilot: Deep Sea Pilotage or Deep Sea Ice Pilotage as opposed to pilotage in a designated pilotage fairway/harbour pilotage.

Deep Sea Ice Pilotage: a trained Deep Sea Ice Pilot for assistance to the master responsible for winter navigation of his or her vessel.

2. Deep Sea Pilotage

2.1

SMA can provide Deep Sea Pilotage services in the water area between Sweden and Denmark and in the Baltic Sea.

2.2

The objective of SMA is to ensure an up-to-date pilotage service in all segments and the “Red Card Pilots” (Deep Sea Pilots) are all experienced mariners and work as pilots for SMA. All Swedish pilots are equipped with Electronic Chart System (ECS) with updated official Electronic Navigational Charts (ENC). Swedish pilots have produced and agreed upon standard routes for use in the chart system. All Swedish pilots engaged in Deep Sea Pilotage use these routes.

The Customer is able to download the routes for use in their navigational systems on SMA’s official website.

The routes shall however not be construed as binding tracks for individual vessels. Depending on, for example, oncoming traffic or other impacts such as weather, it may be necessary to depart from the route in accordance with good seamanship.

2.3

SMA will use two pilots for Deep Sea Pilotage when deemed necessary by SMA to provide a high quality, safe and efficient pilotage service in order to minimize the risks for the shipping industry. The use of two pilots will not affect the price. Refer to the Swedish Maritime Administration Code of Statutes, as published on www.sjofartsverket.se, for further regulations.

Please observe the need to make suitable arrangements for sleeping, food and other necessities for the pilots.

2.4

The Customer who has ordered Deep Sea Pilotage should be able to expect that the pilot specifies actions for navigating and maneuvering required for the safe journey of the vessel to ensure the risk of a maritime or environmental accident is kept to a minimum.

However, notwithstanding the presence of a pilot, the master is always responsible for navigating and maneuvering the vessel.

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The master and the bridge team must constantly follow up that the vessel is proceeding according to plan and immediately inform the pilot if any uncertainty appears.

3. Deep Sea Ice Pilotage

3.1

SMA can provide a Deep Sea Ice Pilot for assistance to the master responsible for winter navigation of his or her vessel.

3.2

SMA operates a number of icebreakers and is the authority responsible for icebreaking where and when this is an obligation for the Swedish state.

SMA Icebreaking division yearly issues *Information about Winter Navigation*, in effect rules for e.g. provision of ice-breaking services, assistance restrictions and winter navigation.

Before ordering Deep Sea Ice Pilotage, the Customer shall ensure all rules, instructions, restrictions, requirements or any other relevant information, Swedish as well as issued by any other country relevant to the vessel's journey, are fulfilled by the vessel requiring assistance of a Deep Sea Ice Pilot.

3.3

The Customer who has ordered Deep Sea Ice Pilotage should be able to expect that the pilot specifies actions for navigating and maneuvering required for the safe journey of the vessel to ensure that the risk of a maritime or environmental accident is kept to a minimum.

However, notwithstanding the presence of a pilot, the master is always responsible for navigating and maneuvering the vessel.

The master and the bridge team must constantly follow up that the vessel is proceeding according to plan and immediately inform the pilot if any uncertainty appears.

4. Ordering Deep Sea Pilotage or Deep Sea Ice Pilotage

4.1

The Service should be ordered twenty-four (24) hours in advance.

To order the Service please contact SMA by e-mail or telephone:

South coast pilot:

Telephone: +46 (0) 771 63 06 80

E-mail: southcoastpilot@sjofartsverket.se

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[Website – www.sjofartsverket.se](http://www.sjofartsverket.se) (Malmö Pilot Area)

When ordering, please supply the following information:

- Company name
- VAT number
- Invoice address
- Postal/Zip code
- City
- Country
- E-mail for invoicing
- Contact person
- Telephone and e-mail
- Vessel name/IMO number
- Draught
- Destination
- Date and local time
- Boarding position
- Pilot disembarkation position
- Estimated speed during pilotage
- When ordering Deep Sea Ice Pilotage: vessels Ice class and confirmation that vessels actual draft is in accordance with vessels Ice class

Please observe that a Danish pilot must be ordered between buoy 23 (Kalundborg) and Spodsbjerg.

4.2

Vessels to be piloted must adhere to the international operational and safety recommendations concerning pilot transfer arrangements.

4.3. Fees and invoicing

The fee for Deep Sea Pilotage is based on the distance of the journey/route and the gross tonnage of the vessel. Please refer to the estimate calculations available on the website www.deepseapilotage.se or contact SMA.

The fee for Deep Sea Ice Pilotage is based on the distance of the journey/route and the gross tonnage of the vessel. Please refer to the estimate calculations available on the website www.deepseapilotage.se or contact SMA.

An invoice will be sent to the Customer when the Services is completed. Payment of invoices is due within 30 days of the invoice date. SMA will charge interest on any overdue amount from the due date until the date of payment at the rate determined by the Swedish Interest Act.

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5. Limitation of liability

The vessel/the master of the vessel is always, notwithstanding the presence of one or more Deep Sea Pilots and/or Deep Sea Ice Pilots, responsible for navigating and maneuvering the vessel and for fulfilment of all applicable requirements, including but not limited to, carriage requirements.

5.1

Unless otherwise provided by mandatory Swedish law, SMA or the Deep Sea Pilot/s or Deep Sea Ice Pilot/s is only liable to the Customer for loss or damage caused by an intentional act or gross negligence.

5.2

Unless otherwise provided by mandatory Swedish law, neither SMA nor the Deep Sea Pilot/s or Deep Sea Ice Pilot/s will have any liability to any third party.

5.3

If SMA or the Deep Sea Pilot/s or Deep Sea Ice Pilot/s, taking into account the provisions in 5.1 and 5.2, is found to be liable for loss or damage, the liability is limited to a sum equal to five times the fee for the Deep Sea Pilotage or Deep Sea Ice Pilotage for the Service where the loss or damage occurred.

5.4

As clearly stated in *Information about Winter Navigation*, SMA will not assume any liability for delay, damage or any other loss, caused to vessel, its personnel, passengers or cargo that occur in connection to icebreaker assistance. Assistance and advice provided to vessels at its own risk.

Ordering a Deep Sea Ice Pilot or the presence of a Deep Sea Ice Pilot aboard the vessel will not relieve the Customer or the master of the vessel of any responsibility, including but not limited to, navigating and maneuvering the vessel and the vessels suitability to winter navigation.

6. Governing law and jurisdiction

6.1

These terms, conditions, the provision of the Services and all issues relating to them are governed by and will be construed in accordance with the laws of Sweden without taking into account its conflicts of law principles.

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6.2

The District Court of Norrköping shall, if a dispute cannot be amicably resolved by negotiation between the parties, settle any disputes regarding the interpretation and/or application of the Contract and any related legal matters under Swedish law.