

SAFE 18

GENERAL YARD AND SAFETY REGULATIONS

for ships undergoing repairs, maintenance or conversions at shipyards and workshops being members of FÖRENINGEN SVERIGES VARV (Adopted by the Association 1993, updated 2018)

§ 1 Introductory remarks

1. These general yard and safety regulations (hereinafter "these regulations") apply to the SHIP, the SHIP's officers and crew as well as agents and representatives of the owner or master of the SHIP during the time the SHIP is at the YARD, unless otherwise agreed in writing between the YARD and the CUSTOMER. The "CUSTOMER" means the owner or the master of the SHIP or agent or representative of the owner or of the master as well as anybody else ordering work for the SHIP.
2. The CUSTOMER is also obliged to comply with the current regulations and stipulations regarding protection, safety and procedures issued by governmental and local authorities or by other bodies supplementing these regulations. The CUSTOMER shall in particular take notice of the stipulations contained in the Work Environment Act (1977:1160), the Government Ordinance on Work Environment (1977:1166), the Vessel Safety Act (2003:364) and the Government Ordinance on Ship Safety (2003:438), all as amended from time to time.
3. Normally the SHIP shall be without cargo upon arrival at the YARD.
4. In addition the Association's General Conditions AVR 10/5, 10/10 or 10/20 to apply.

§ 2 Coordination of safety and progress of work

1. The YARD is responsible for the coordination of safety and progress of work at the YARD and on board the SHIP only if the receipt of the SHIP has been acknowledged in writing by the YARD or the WORK which the YARD shall perform on the SHIP has commenced within the premises of the YARD. If the YARD performs work on the SHIP outside the YARD's premises, the CUSTOMER shall be responsible for coordination.
2. Coordination responsibility means that the YARD's coordinator shall be informed of all activities on board the SHIP. The YARD's coordinator is entitled to issue directives and instructions and to take necessary measures for the prevention of damage, injury, ill-health and accidents on board the SHIP or within the YARD's premises.

§ 3 The Customer's obligations

1. The SHIP's crew and other persons working for the CUSTOMER within the YARD or on board the SHIP shall strictly adhere to the YARD's regulations regarding safety and procedures and shall comply with all instructions issued by the YARD's coordinator.

The CUSTOMER is responsible towards the YARD for the compliance by the SHIP's crew and other people working for the CUSTOMER with all instructions and directives issued. The master of the SHIP shall ensure to make contact with the YARD's coordinator immediately upon the SHIP's arrival at the YARD.
2. The CUSTOMER shall be responsible for ensuring that the SHIP's safety appliances are in working order on the SHIP's arrival at the YARD and shall generally ensure that all measures required on board the SHIP have been taken prior to the start of the WORK. It is the duty of the SHIP's officers to inform the crew of the YARD's safety and security regulations and of the safety appliances available at the YARD.
All personnel is obliged to use existing safety equipment on board the SHIP as well as at the YARD.
3. The SHIP's crew is not allowed to carry out any work on board the SHIP without prior written approval by the YARD. Neither is the CUSTOMER allowed to engage contractors for such work without written approval of the YARD. For the YARD to consider such approvals the CUSTOMER is required to submit to the YARD, in advance, specifications of the work intended for the SHIP's crew and/or the CUSTOMER's contractors.
The CUSTOMER is obliged to inform its contractors of the YARD's safety and security regulations and its the safety appliances.

4. For tankers and gascarriers, respectively, the master of the SHIP shall present a certificate of entrance prior to the SHIP arriving at the YARD. The certificate of entrance shall be clearly exhibited close to the gangway to the SHIP. The YARD's coordinator may decide to place a special guard at the gangway to prevent access to the SHIP for unauthorized personnel until permit of access and work certificate have been issued.
For SHIPs without approved treatment system for ballast water the CUSTOMER is obliged to carry out shifting of the ballast within an approved area before arrival at the yard (ref IMO MEPC Guidelines for ballast water exchange).
5. Prior to drydocking or lifting the SHIP onto a slipway, the YARD shall be informed of all particulars of the SHIP's design including ballast and the SHIP's arrival condition, which may be of importance for the drydocking or lifting. Before docking/lifting and undocking/launching respectively the officers of the SHIP shall learn of and comply with the dockmaster's instructions.
6. The SHIP's officers are responsible for all shifting and mooring when when the SHIP is manned. If a pilot is engaged the responsibility of the SHIP's officers will not change, nor will any responsibility be transferred to the YARD.
7. The CUSTOMER shall ensure that applicable rules for the prevention of oil spillage and other pollution are adhered to. The CUSTOMER shall take particular notice of the Act (1980:424) on Prevention of Pollution from Ships, the Ordinance (1980:789) on Prevention of Pollution from Ships, the Act on Ballast Water Management (2009:1165), the Ordinance (2017:74) on Ballast Water, the latter two arising out of the IMO Ballast Water Management Convention 2004 as well as the Swedish Transport Agency's regulations TSFS 2010:96 on measures to avoid pollution from ships and TSFS 2017:73 on handling and control of ballast water and sediments, all as amended from time to time.
8. Bunkering and pumping of oil and/or oil-contaminated water may only be carried out after written approval by the YARD and in accordance with the instructions issued by the YARD's coordinator. By "pumping" in these regulations is meant all pumping to or from the SHIP, pumping between the SHIP's tanks as well as any other pumping on board the SHIP.

All bunkering and pumping of oil and/or oil-contaminated water on board the SHIP is the CUSTOMER's responsibility. The CUSTOMER is obliged to compensate the YARD for damages and costs, as a result of oil spillage or other pollution from the SHIP caused by actions or negligence by the CUSTOMER or any person in the CUSTOMER's service.
9. The SHIP's drains shall be protected in order to ensure that water, oil or dirt does not escape on to the quay, into the dock or into the YARD's surrounding water area. While in dock, SHIP toilets must not be used unless there is a special connection therefor. Any and all types of waste must be emptied at areas specified by the YARD.
10. Cleaning of the SHIP's tanks or holds by using chemicals, emulsifiers or in any other way, may not be carried out without written approval by the YARD's coordinator. Chemicals, emulsifiers or similar substances are not allowed in ballast water, oil waste or similar which shall be delivered to the YARD.
11. Smoke, steam or evil-smelling gas or gas hazardous to health emitted from the SHIP must be limited to avoid causing significant inconvenience.
12. Turning and maneuvering of main engine, propellers, thrusters, fins, rudder, ramps or other mobile structures may only take place after agreement with the YARD's coordinator.
13. In the event of frost, all pipes to be emptied and dried.

§ 4 Fire and health protection

1. The YARD's fire prevention regulations and directives regarding smoking shall whenever applicable be adhered to by the SHIP's crew.
2. The SHIP's officers shall inform the YARD's coordinator whether carbon dioxide or halon/halotron systems are installed on board and which areas that are protected. The SHIP's carbon dioxide or halon/halotron systems shall be safety blocked during the SHIP's stay at the yard. Other fire extinguishing equipment on board shall be in working order and connected.
3. The SHIP's equipment for gas welding and other equipment on the SHIP which may imply a risk of fire shall be disconnected during the stay at the YARD and be stored in such a way that risk of fire is avoided.
4. The SHIP's officers shall automatically inform the YARD's coordinator of paints and other materials on board the SHIP which may cause particular risks of fire and/or of gases hazardous to health, when working with or in the vicinity of such paints or materials. The YARD's coordinator shall be given access to information on what risks such paints and materials may cause.
5. The CUSTOMER shall ensure that hatches, valves and other openings to tanks and piping systems, which contain or have contained liquids, fluid chemicals or condensed gas hazardous with regard to fire, explosion or health, shall be closed and together with the YARD be clearly marked by warning signs or similar specifying "not to be opened." Sealing and blinding of flanges to be carried out as necessary to avoid unintentional leakage, spill or pumping to other tanks. However, the foregoing does not apply to spaces/tanks filled by clean ballast water or spaces/tanks and piping systems, which are emptied, cleaned and ventilated.

Loose barrels, tanks and/or containers, which contain or have contained flammable liquids, hazardous fluid or solid chemicals/materials or gas, condensed gas or remains of such liquids/materials shall be securely closed and marked with information about the content. Special control to be observed with respect to possible leakage or spill. The above applies also to chemical products which may cause lack of oxygen.
6. For oil- as well as gastankers carrying cargoes hazardous to health including fluid chemicals, gas or condensed gas, currently or at any time during the past five years, the CUSTOMER shall submit information of name and data for all such cargoes to the YARD and the local port authority well before the SHIP's arrival at the YARD.
7. Notwithstanding what is set forth in item 5 above, LPG-tankers are permitted to keep condensed gas in an auxiliary tank provided that no work shall be performed on that tank. Piping to such tank to be blinded. The same applies to all types of ships with regard to tanks on deck containing fuel for helicopter or pick-up boat. The CUSTOMER in cooperation with the YARD shall arrange for the tanks and associated piping to be marked with signs stating that these contain flammable fluid or gas. The port authority and the YARD shall be informed of the tanks and the content thereof.
8. For ships powered by LNG/LBG, the CUSTOMER and the YARD shall already at the time of order to the YARD jointly discuss and plan the forthcoming yard stay based upon the SHIP's EX-plan and related data and equipment, clarify hazardous, safety and security zones and agree on the total time for the SHIP's stay at the YARD. Well before the arrival of the SHIP, the local port authority and the local fire-brigade shall be informed of the expected filling level and pressure in the bunker tanks.

Upon the SHIP's arrival at the YARD, the CUSTOMER shall have adjusted the filling and pressure of the bunker tanks so as to keep

the pressure in the tanks well within the maximum limits of the safety valves of the bunker tanks during the total time of the agreed yard stay plus five calendar days (120 hrs), with the SHIP in dock or alongside and only shore connection as power supply. The SHIP's officers must check the pressure of the bunker tanks continually during the yard stay and inform the YARD's coordinator immediately of any problem occurring.

Normally bunkering or pumping of LNG/LBG is not allowed during the SHIP's stay at the YARD.

9. Before the SHIP's arrival at the YARD the CUSTOMER shall ensure that spaces filled with inert gas for fire protection are emptied, cleaned and ventilated to ensure correct oxygen content. An exception from the foregoing may take place if so agreed between the YARD's coordinator and the CUSTOMER.
10. Necessary exceptions from § 3, item 4 and § 4, items 4-9 of these regulations may be made as a result of breakdown, collision or other specific damage provided that the CUSTOMER and the YARD together with the relevant port authority and fire brigade (including gas controller) analyse the situation and reach mutual agreement on:
 - which exceptions to be made
 - which special protective measures to be made and
 - which additional experts/specialists to be summoned

§ 5 Miscellaneous

1. Crew lists shall be given to the YARD's coordinator as soon as possible after the SHIP's arrival at the YARD.

In respect of ships covered by the international ISPS-code the CUSTOMER shall, before arrival at the YARD, submit to the YARD copies of the international ship security certificate and the crew list together with information on the latest previous ports and the SHIP's current protection level. Upon the SHIP's arrival at the YARD the SHIP's security manager (SSO) shall contact the YARD's security manager (PFSO) to share information.
2. Filming, photographing or other means of reproduction of the YARD's premises and/or activities is prohibited. So are any and all forms of publication thereof.
3. When making use of the personnel premises, health service and other service facilities at the YARD, the CUSTOMER's personnel shall adhere to the rules and opening hours of each facility.
4. The CUSTOMER shall be liable for all damage to property and personal injury resulting from failure of the CUSTOMER's crew or others working for the CUSTOMER to observe their respective obligations according to these regulations. The CUSTOMER shall also indemnify the YARD for any damages and/or costs caused the YARD due to such failure or arising thereof.
5. Disputes regarding the validity, interpretation and application of these regulations shall be settled by arbitration at the place where the YARD is situated, in accordance with Swedish Arbitration Act (1999:116) or any statutory modification or re-enactment thereof for the time being in force. These regulations shall be governed by Swedish law.

