

SAFE 93

GENERAL ORDER- AND SAFTY REGULATIONS

for ships undergoing repairs, maintenance or reconstruction at shipyards and workshops being members of FÖRENINGEN SVERIGES VARV (Adopted by the Association 1993, updated 2001)

§ 1 Introductory remarks

1. These order and safety 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 to the SHIP.
2. The CUSTOMER is also obliged to comply with the at the time valid regulations and stipulations regarding protection, safety and order issued by governmental and local authorities or by other bodies supplementing such regulations. The CUSTOMER shall in particular take notice of the stipulations contained in the Working Environment Act (1977:1160), the Safety on Ships Act (1988:49), the Safety on Ship Ordinance (1988:594) and the ordinance issued by the National Board of Occupational Safety and Health, ASF 1986:26, regarding work on ships with supplements and alterations.
3. In addition applies the Association's General Conditions AVR 01.

§ 2 Coordination of order and safety

1. The YARD is responsible for the coordination of protection, safety and order 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 has commenced within the premises of the YARD.
If the YARD performs work on the SHIP outside the YARD's premises, the responsibility for coordination rests on the CUSTOMER.
2. Coordination responsibility means that the coordinator shall be informed of all activity on board the SHIP. He 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 protection, safety and order and shall comply with all instructions issued by the 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.
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 on board the SHIP that are required have been taken prior to the commencement of the WORK. It is the duty of the SHIP's officers to inform the crew of the protection, order and safety regulations and of the safety appliances that are available at the YARD.
All personnel is obliged to use existing safety equipment on board the SHIP and at the YARD.
3. The ship's crew is not allowed to carry out any work on board the ship without prior permission by the YARD.
The CUSTOMER is neither allowed to engage contractors for such work without approval of the YARD. It is the duty of the CUSTOMER to inform contractors engaged by the CUSTOMER during the stay at the YARD of these and other regulations relating to safety and order at the YARD.
4. Prior to the drydocking or lifting the SHIP on slipway, the YARD shall be informed of all particulars of the SHIP's design, its cargo including ballast and its condition, which may be of importance for the drydocking or lifting.
5. The SHIP's officers are responsible for all warping and mooring when the SHIP is manned. Should a pilot be engaged, that does not change the responsibility of the SHIP's officers or result in any responsibility being transferred to the YARD.
6. Before docking in and docking out, resp lifting and launching, the CUSTOMER shall acquaint himself with the dock-master's instructions and follow them strictly.
7. The CUSTOMER shall ensure that at the time valid rules applicable for the prevention of oil escape and other pollution are adhered to. The CUSTOMER shall take particular notice of the Act (1980:424) regarding measures against water pollution from ships and of the ordinance of the National Swedish Administration of Shipping and Navigation, SJÖFS 1985:19, with regulations regarding measures against water pollution from ships with supplements and alterations.

All responsibility for damages due to such pollution rests with the CUSTOMER.

8. Bunkering and pumping of oil or oil-contaminated water may only be carried out after approval by the YARD and in accordance with the instructions issued by the YARD's coordinator. "Pumping" includes all pumping to or from the SHIP, pumping between the SHIP's tanks as well as any other pumping on board the SHIP.
The CUSTOMER is in any event liable for the consequences of any such bunkering and pumping of oil or oil-contaminated water being carried out.
The CUSTOMER is obliged to compensate the YARD for damages and costs arising due to oil discharge from the SHIP caused by measure 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 other dirt does not escape into the quay, the dock or into the YARD's surrounding water area. While in dock, the SHIP's toilets cannot be used unless there is a special connection therefor. All types of waste may only be emptied at the area indicated by the YARD.
10. All cleaning of the SHIP's tanks or holds by using chemicals, emulsifiers or in any other way, may not be carried out without approval by the coordinator of the YARD. Chemicals, emulsifiers or similar substances are not allowed in ballast water, oil waste or similar which is delivered to the YARD.
11. Smoke, steam or evil-smelling gas or gas injurious to health must not be emitted from the SHIP to the extent that any significant inconvenience arises.
12. Turning round and running of main engines may only take place with the approval of and in consultation with the coordinator of the YARD.
13. In the event of frost, all pipes should be emptied and dried.

§ 4 Fire-protection

1. The YARD's fire prevention regulations and directives regarding smoking shall also whenever applicable be adhered to by the SHIP's crew.
2. The CUSTOMER shall also observe the regulations regarding carbon dioxide and halogen equipment for the extinguishing of fire as contained in the National Board of Occupational Safety and Health, ASF 1986:26, regarding work on ships with supplements and alterations.
According to these regulations, carbon dioxide and halogen equipment, inter alia, shall be safety blocked during the stay at the YARD. Information as to whether carbon dioxide and halogen equipment is available on board the SHIP and which areas are protected shall be given to the coordinator. Fire extinguishing equipment shall otherwise be in working order and connected.
3. The SHIP's equipment for gas welding and other devices of the SHIP which may involve risks 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. It is the duty of the officers of the SHIP to inform the coordinator, irrespective of whether they are requested to do so or not, of paints and other materials on board the SHIP which can constitute particular risks of fire and of gases injurious to health, when working with or in the vicinity of such paints or materials.

§ 5 Miscellaneous

1. Crew lists shall be given to the YARD's manager of security as soon as possible after the SHIP's arrival at the YARD.
2. Photographing or other reproduction of the YARD's premises is prohibited.
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 which apply to each unit.
4. Immediately on arrival at the YARD, the master of the SHIP shall take knowledge of who is the coordinator of the work on the SHIP.
5. The CUSTOMER shall be liable for all damage to property and personal injury resulting from the fact that the CUSTOMER's crew or others working for the customer have failed to observe their obligations according these regulations. The CUSTOMER shall also hold the YARD harmless for any damages and costs which may be caused the YARD due to such failure.
6. 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 law on arbitration. Swedish law shall apply.