

Ref. No. POC/TKI/07/126

27th July, 2007

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Dear Sir/Madam,

PORT RECEPTION FACILITY – PORT OF TAKORADI

We write to formally inform you that after the sensitization seminar on Tuesday 24th July, 2007 at the GPHA Senior Staff Club House, Zeal Environmental Technologies Ltd. shall commence operation of the Port Reception Facility at the Port of Takoradi from Monday 30th July, 2007.

Please kindly see the attached for further details and compliance.

We hope to count on your cooperation at all times.

Yours faithfully,

For: GHANA PORTS AND HARBOURS AUTHORITY


MARTISON ANKOBIAH
PORT OPERATIONS COORDINATOR
For: **DIRECTOR OF PORT**

cc: The Director of Port
The Harbour Master
The Financial Manager
The Port Internal Auditor
The Stevedore Manager
The Port Civil Engineer
The Marketing & Customer Service Manager
The Public Relations Manager
The Port Estate & Environmental Manager
Takoradi.

DISTRIBUTION

The Chairman, Ship Owners and Agents Association of Ghana,
The Secretary, Ship Owners and Agents Association of Ghana
The Branch Manager, Maerskline Gh. Ltd., Antrak Gh. Ltd., SVD, Supermaritime, MAWA, MSCA, Multiplan, COAL, Hull Blyth, Scanship Gh. Ltd., Holiday Fishing Co., Panalpina, Map Shipping, Cross Ocean, ICM Logistics, Coral Marine, Conship Gh. Ltd.

GHANA PORTS AND HARBOURS AUTHORITY
PORT RECEPTION FACILITY
PORT OF TAKORADI

INTRODUCTION

The Port Authority is required to ensure availability of adequate Port Reception Facilities to meet the needs of ships calling at the Port of Takoradi. This is to fulfill the obligation of the Government of Ghana under the International Convention for the Prevention of Pollution from ships 1973 as amended by Protocol of 1978 relating thereto (MARPOL 73/78). This is one of the functions of the International Maritime Organization (IMO) to provide Safe Shipping and Cleaner Oceans.

The GPHA have signed a concession agreement with **ZET** to provide facilities for PRF at the Port of Takoradi in respect of oil waste (sludge) i.e. Annex II and garbage i.e. Annex V.

TARIFF RATES

1. The Initial Tariff Rates shall be as follows:

Vessel Size in Gross Tonnage (GT)	Rate in (\$)	Applicable Per
Less than 3,000 tonnes	1000	YEAR
3001 but less than 6000 tonnes	1000	CALL
6001 but less than 12000 tonnes	1500	CALL
12001 but less than 25000 tonnes	1700	CALL
25001 and over	1850	CALL

These shall be paid to GPHA.

2. The above Tariff Rates shall cover the following services:

- a) Collection, transport, treatment and disposal up to five tones per cubic measure (5 tw/m³) of garbage and up to 25 tonnes of waste oil/sludge.
- b) Providing receptacles of the type and capacity approved by the Authority to be in accordance with the requirements of MARPOL 73/78 for collection of waste; and
- c) Processing and issuance of certificates in accordance with MARPOL 73/78.

3. COMPULSORY USAGE

- a) The Authority shall require all vessels calling at the Port to compulsorily utilize the services of the Contractor.

- b) The Tariff Rates shall be payable by all vessels calling into the Port irrespective of whether the services are utilized or not.

4. ADDITIONAL CHARGE

For collection, transport, treatment and disposal of Garbage or waste oil/sludge above the quantities specified in Section 2 (a) of this Schedule, the additional tonnage shall be charged as follows:

- a) Garbage at the rate of US\$10 per tonne.
- b) Waste oil/sludge at the rate of US\$75 per tonne.

5. EXEMPTIONS

The following vessels shall not be compulsorily required to utilize the services of the Contractor:

- a) Vessels holding a Certificate of Waste Discharge from the Port of Tema,
- b) Vessels holding a Certificate of waste Discharge from an IMO recognized waste reception facility from the last Port of call within the West African sub-region.

- c) Subject to the relevant provisions of the Act, the Contractor shall have the right to levy User tariffs to parties using the services offered by the Contractor hereunder, provided that any vessel making more than two calls in any particular calendar month shall pay the user tariff only twice for that month. The User Tariffs may be levied and collected in accordance with the supplemental Agreement.

6. OBLIGATIONS OF THE CONTRACTOR

Employment of appropriate resources:

The Contractor shall employ a competent team of staff to carry out its functions and deploy proper and adequate equipment as required for the purposes of carrying out the works and the Operations.

Contractor not to delay ships

The contractor undertakes to use the contractor's best endeavor to ensure the quick dispatch of all ships attended to.