



FIPASS User Agreement

Atlink No.: ATLK-AD-028-V3

Amendment:

Issue Date: 26 Nov 18

Review Date: 25 Nov 19

This agreement is for those wishing to have access to FIPASS to conduct working activities in the course of their respective businesses. The company director or business owner must complete this agreement and return it to the Duty Operations Manager for approval.

1. **(Insert Company Name)**
wish to undertake port operations or other works on FIPASS and to be permitted access in order to undertake these activities.
2. The names of those employees who will require access to undertake port operations or other works are listed on Annex A to this agreement with their signature to indicate they have read and understood the current version of the FIPASS User Instructions, with particular attention to the safety instructions.
3. We will ensure all our employees attend the FIPASS H&S Induction, ideally prior to any working activity on FIPASS or as soon as reasonably practicable. But no later than one week of commencing working activities' on FIPASS.
4. We have a good level of knowledge and understanding of the relevant parts of the following documents;
 - a) Aviation and Maritime Security Act 1990 (Application of Provisions) Ordinance 2004.
 - b) Falklands Interim Port and Storage System Ordinance 1989.
 - c) Merchant Shipping (Oil Pollution) (Falkland Islands) Order 1997
 - d) Maritime Security and Safety Ordinance 2009 (No 17 of 2009).
 - e) Oil in Territorial Waters Ordinance 1960
 - f) Road Traffic Regulations 2015
 - g) Ship and Port Facility (Security) Ordinance 2004.
 - h) The Dangerous Goods Ordinance 1987
 - i) Harbours and Ports Ordinance 2017

Copies of these documents are available to view or download from the FIG website at the following address: <https://www.legislation.gov.fk>

5. We will ensure that all personnel working on FIPASS will wear appropriate PPE for the particular work activity engaged in. The minimum PPE to gain access onto FIPASS is a high visibility jacket/vest. Suitable and sufficient PPE for any activity should be determined during the Risk Assessment process for that task/activity.
6. We will ensure that the appropriate permits to work are obtained from the FIPASS Duty Operations Manager prior to any works listed in Para 20, (Permit to Work System) on page 27 of the FIPASS User Instructions is undertaken by personnel.
7. All our employees hold the appropriate qualification/certificate/permits/licenses for the task they have been employed to do and are competent and current. These employee details are

recorded at Annex B to the User Agreement and we hold copies of all associated documentation on file. Plant Operators will be required to produce their Operators Cards/Permits on request from Atlink Ltd management in the course of their responsibility for managing and monitoring health and safety on the facility.

8. All those with a responsibility for personnel involved in the berthing, unberthing, warping or walking of vessels at FIPASS have a duty of care to ensure that safe working practices are followed, and that associated PPE is fit for purpose. They should also ensure that those involved are properly trained and competent. Companies are responsible for ensuring their employees are trained, competent and current in Line Handling Duties. The trained and authorised Line Handlers for FIPASS on our behalf are recorded at Annex C to this Agreement.
9. We accept liability for the death or personal injury suffered by any person which results from our negligence or that of our employees and for liability for damage to property however resulting from our negligence or that of our employees at FIPASS.
10. We hereby agree to indemnify the FIG and Atlink Ltd against all and any liability, loss, damage, costs and expenses of whatever nature incurred and suffered by the FIG or Atlink Ltd whether arising from any disputes, contractual, tortious or other claims or proceedings which seek to recover loss and damage incurred by reason of any death, personal injury or damage to property resulting from our negligence or that of our employees as described above.
11. We hold an insurance policy as referred to in Para 12, pages 17 & 18 of the FIPASS Users Instructions for not less than one million pounds relative to each activity that we undertake on FIPASS.
12. We enclose a copy of our company Public and Product Liability Insurance Certificate and Certificate of Employers Liability and Workmen's Compensation Insurance.
13. We enclose a copy of the policy endorsement, to indemnify FIG as owners of FIPASS and Atlink Ltd as the Management Services contractor.

Name:

Position:

For and on behalf of:

Signed:

Date:

Agreement accepted and approved by Atlink Ltd:

Name:

Position:

Signed:

Date:



Annex A
FIPASS User Agreement
Access to FIPASS

Annex A:
Dated:

The following persons fromrequire access to FIPASS;

Ser	Name (Print)	Signature	Date
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Annex B
FIPASS User Agreement
Employee Qualifications

Annex B:
Dated:

The following persons fromhold the following qualification/permit/License (i.e. Plant Operators, HGV Drivers);

Ser	Name (Print)	Qualification/Permit/License Details	Run out Date
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Annex C
FIPASS User Agreement
Line Handlers

Annex C:

Dated:

The following persons fromare trained and deemed competent as Line Handlers on FIPASS and have read and understood the SOP (ATLK-SOP-003-V3) latest version;

Ser	Name (Print)	Signature	Date
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