



## FIPASS User Agreement

Atlink No: ATLK-AD-028-V4  
Issue Date: 28 April 2020  
Amdt No:

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, 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 working knowledge and understanding of all associated Ordinances and Regulations for FIPASS, Stanley Harbour and the environment. (A guidance list is provided in the FIPASS User Instructions for your reference, additionally the Ordinances and Regulations are available to view or download from the FIG website at <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 as listed in the latest version of the FIPASS User Instructions.
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. Nothing in this Agreement limits or excludes the liability of FIG, Atlink Limited or ourselves for, and each such party accepts unlimited liability for:-
  - (a) death or personal injury caused by its negligence or that of its employees or agents; and/or
  - (b) any other liability which cannot be limited or excluded by law.
  
- 10. We hereby agree to indemnify FIG and Atlink Limited (the Indemnified Parties), and shall keep each of them fully and effectively indemnified, from and against all claims, proceedings, losses, liabilities, damages, costs and expenses (including legal costs) reasonably and properly suffered or incurred by the Indemnified Parties (or either of them) as a direct result of any damage to any property, or injury to or death of any person, caused by any negligent act, omission or willful conduct on our part or that of our employees or agents provided that nothing in this clause 10:-
  - (a) shall restrict or qualify the Indemnified Parties' respective duties of mitigation in law; or
  - (b) render us liable for any loss, liability, damage, costs or expenses of an indirect, special or consequential nature (including, without limitation, any loss of turnover, revenue, profits, business, contracts, opportunity, goodwill or anticipated savings).
  
- 11. We hold an insurance policy as referred to in the latest version of the FIPASS Users Instructions, for not less than one million pounds relative to each activity that we undertake on FIPASS.
  
- 12. We enclose or have already provided a copy of our company Public and Product Liability Insurance Certificate and Certificate of Employers Liability and Workmen's Compensation Insurance.
  
- 13. We enclose or have already provided a copy of the policy endorsement, to indemnify FIG as owners of FIPASS and Atlink Ltd as the Management Services contractor.

For and on behalf of: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexes;**

A - Access to FIPASS

B - Employee Qualifications

C - Line Handlers

**Atlink Ltd Official Use**

Agreed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_