
General terms and conditions of use for the jetty of the City of Monheim am Rhein at Rhine kilometer 714

As of March 1, 2018

1 Scope

The City of Monheim am Rhein makes the following jetty available to operators of passenger ships for temporary docking and mooring:

Schiffsanleger (jetty) of the City of Monheim am Rhein
Rhine kilometer 713.858 on the right river bank (within the city limits of Monheim)

The maximum size of passenger ships that can dock at this jetty is:
length 135 meters (442 feet); width 11.6 meters (38 feet);
(max. displacement of 3,000 metric tons)
or
length 90.3 meters (296 feet); width 19.3 meters (63 feet)
(for a maximum docking time of two hours)

The maximum load of the jetty system is 250 persons.

2 Booking the berth at the jetty

- 2.1 The City of Monheim am Rhein has commissioned the operator Köln-Düsseldorfer Deutsche Rheinschiffahrt AG (KD AG) with the allocation of the berths, scheduling and billing for the use of the berth.
- 2.2 The berth may only be used if it has been booked in advance and a valid booking confirmation has been received.
- 2.3 The written booking request must be submitted to KD AG and must contain the following information:
 - a) Sender of the request / shipping company
 - b) Name and size (length and width in meters) of ship
 - c) Docking time including arrival and departure times, including potential repeated docking / un-docking maneuvers
 - d) Billing address
 - e) VAT ID
- 2.4 The allocated berth may be used only by the ship named in the booking confirmation; the booking is not transferable.

3 Fees and cancellation policy

3.1 Fees

- A usage fee is payable for the use of the berth under private law. The current rate table contains the applicable fees.
- Usage fees are payable within 14 days of the invoice date unless a different agreement has been made on a case-by-case basis.
- Users who fail to pay within the payment term may be requested to pay the fees for future bookings in advance. Users who repeatedly fail to pay the fees or repeatedly pay late may be banned from the use of the jetty.

3.2 Cancellation policy

- The reservation may be canceled before the arrival date. The cancellation must be made in writing. The date of receipt of the written cancellation by KD AG is deemed the date of cancellation.
- The following policy applies when a confirmed booking for a berth is canceled:
 - No cancellation fee applies for cancellations received up to 43 calendar days before the booked docking date.
 - For cancellations received between 42 and 3 calendar days before the booked docking date, 50% of the mooring fees will be charged.
 - For cancellations received 2 calendar days or later before the booked docking date, 100% of the mooring fees will be charged.
 - The following applies for reservations for the dates of major events in Monheim am Rhein or its neighboring towns and cities (e.g. *Japan-Tag* in Düsseldorf, *Kölner Lichter* in Cologne, during trade exhibitions): For cancellations within 12 weeks of the event date, 100% of the docking fees will be charged to the client.
 - The docking fees are also payable in full if a booked and confirmed berth is not used on the agreed docking date without prior cancellation.
 - The ship owner may provide evidence that the actual damage incurred by the cancellation of a booking or non-use of the berth is lower than the aforementioned amounts.

3.3 Reservations during high / low water levels

- Shipping on the Rhine is suspended when water levels reach +8.3 meters at the Cologne water level gage (*Kölner Pegel*). Should the intended docking date fall into such a period, any usage fees already paid will be reimbursed.
- Damages cannot be claimed.
- The same applies if low water levels prevent docking at the jetty.

4 Obligation to provide information

4.1 Clients are obliged to provide the employees of the City of Monheim am Rhein and KD AG with all required information.

4.2 Employees of the City of Monheim am Rhein and of KD AG may enter and inspect a ship docked at the jetty insofar as this is required for the performance of their duties.

4.3 Instructions given by the employees of the City of Monheim am Rhein or KD AG must be followed.



5 Going ashore

- 5.1 Shore is accessed via loading bridges and an intermediate pontoon.
- 5.2 A gate system is installed on the intermediate pontoon. The gate must remain closed and locked before docking and after undocking. Clients must ensure that no unauthorized access is possible. The transponder/key to the gate is kept in the key safe with combination lock on the hand rail near the berth (on the left-hand side just before the gate). The code for the safe is communicated to the client immediately before the docking date so that they can access the key safe. The gate must be locked and the transponder/key must be placed in the safe again before the ship leaves the berth. Should the client fail to reposition the key in the safe, the costs of depositing a new transponder/key will be charged to the client.
- 5.3 The protective rails along the berth and the whole jetty may not be damaged or disassembled. The gate system must be left intact and must be opened and closed with the transponder/key provided. The client is liable for any damage they have caused.
- 5.4 The protective rails must remain closed before docking and after un-docking.

6 Use of the ship's outdoor sound system

The volume of any music or sound transmission systems on board must be turned down to low volume (inaudible outside the ship) during the docking and un-docking procedure and the entire mooring period. Events on the open deck with music or sound transmission are prohibited during the mooring period.

7 Disposal of feces and waste water

The discharge of feces or waste water into the River Rhine is prohibited. No disposal is allowed at the jetty. Any contamination of water must be reported immediately; the client will be charged with the associated costs.

8 Services

- 8.1 Drinking water can be bunkered at the jetty. This must be announced, including the required amount of water, when making the reservation.
- 8.2 A key is required to access the water supply cabinet. The key for the water supply cabinet is deposited in the key safe with combination lock at the jetty. The code for the safe is communicated to the client immediately before the docking date. After bunkering drinking water, the key must be placed in the key safe again. Should the client fail to return the key to the safe, the costs of depositing a new key will be charged to the client.
- 8.3 The client must determine the amount of water taken by reading the water meter at the water supply cabinet and must inform KD AG of the amount immediately after bunkering. KD AG will invoice the client for the water consumed. The current rate table contains the applicable price of drinking water.



9 Use of the jetty

- 9.1 Only one passenger ship may dock at the intended berth. Docking of several ships side-by-side or one behind the other is not permitted.
- 9.2 The client must ensure that the general public, neighbors or other authorized users of the jetty are not adversely affected by the client's use of the jetty. This applies, in particular, to other ships or boats that use the jetty for docking or mooring purposes (*Piwipper Böttchen* ferry, fire services boat, DLRG rescue boat).
- 9.3 The client must treat the berth and the jetty including all installed systems with utmost care. Any damage caused during the docking and un-docking maneuver and the entire mooring period must be reported to the City of Monheim am Rhein and KD AG immediately. The client is liable for any damage culpably caused. Should the jetty be damaged during the mooring period, it is assumed that the damage was incurred by the client unless the client can disprove the assumption.
- 9.4 The client must keep the berth and the entire jetty clean. Any soiling must be properly removed immediately. Should the client fail to remove soiling, the costs of cleaning will be billed to the client.
- 9.5 Should the client receive supplies or provisions while moored, the delivery must be arranged in such a manner that third parties (pedestrians, cyclists, vehicle traffic) are not put at any risk and impediments are kept to the minimum possible extent.

10 Behavior at the jetty

- 10.1 Every person at the berth and at the entire jetty must behave in such a way that no other person is at risk, harmed, hindered or inconvenienced.
- 10.2 There are residential buildings close to the jetty. Accordingly, any noise that may disturb the neighbors is to be avoided, especially after 10 p.m. (see Item 6).
- 10.3 CCTV cameras are installed around the jetty, which are operated by Stadtentwicklungsgesellschaft Monheim am Rhein mbH, a subsidiary of the City of Monheim am Rhein.

11 Warranty and liability

- 11.1 The City of Monheim am Rhein and KD AG cannot warrant that the water levels at the jetty will be sufficient for docking and un-docking maneuvers at all times.
- 11.2 Moreover, the City of Monheim am Rhein and KD AG accept no liability for the quality, usability and condition of the berth and its facilities.
- 11.3 The client shall indemnify the City of Monheim am Rhein and KD AG from any and all third-party claims for damages or compensation attributable to the client or individuals associated with the client.
- 11.4 The City of Monheim am Rhein and KD AG shall not be liable for damages incurred to the client through the use of the jetty other than damage caused by malicious intent, gross negligence, or a culpable breach of a material contractual obligation.



12 Contact details for booking

Köln-Düsseldorfer Deutsche Rheinschiffahrt AG
Frankenwerft 35
50667 Köln

Telephone: +49 221 2088-368
Email: liegeplatz@k-d.com

13 Contact details

The City of Monheim am Rhein
Department of Economic Development and Tourism
Rathausplatz 2
40789 Monheim am Rhein

Telephone: +49 2173 951-649
Telefax: +49 2173 951-25-649
Email: steiger@monheim.de

Internet: www.monheim.de

