



Port of Sheerness Limited

(Part of Peel Ports Operations Limited)

TERMS AND CONDITIONS OF TRADING AND SCHEDULE OF CHARGES

With effect from April 2010

CONTENTS

Terms and Conditions of Trading

Part 1. – General

Part 2. – Cargo Handling and Dock Operations

Part 3. – Pilotage Services

Part 4. – Chatham Docks

Schedule of Charges

Part 1. – Conservancy and related charges

Part 2. – Dock Charges – Sheerness Docks

Part 3. – Dock Charges – Chatham Docks

Part 4. – Pilotage Service Charges

Part 5. – Boarding and Landing Charges

Part 6. – Other charges – Sheerness Docks

TERMS AND CONDITIONS

Part 1 – General

1. DEFINITIONS

1.1 In these Terms and Conditions:-

“Agreement”	means any agreement or contract entered into by the Group, or any member of the Group, with a Customer or Shipowner.
“Bulk Commodity”	means any homogenous liquid or solid carried in a vessel without any intermediate form of containment (such as oil, ores, or sand).
“Cargo Handling Services”	means the Services of discharging, loading, receiving and delivering of Goods performed or provided by the Group at the Docks, and operations ancillary thereto.
“Chatham Docks”	means the Docks at Chatham.
“the Company”	unless otherwise stated means that member of the Group that provides the agreed service.
“Container”	means any 20’ 30’ 40’ or 45’ container which complies with I.S.O. standards.
“Customer”	means any person for whom Services are performed or provided by the Group, including:- <ol style="list-style-type: none">(1) where used in relation to any Goods; the owner, consignor, shipper, consignee, receiver or other person in charge of the Goods or other respective agents (other than the Group) in relation thereto.(2) where used in relation to any road or rail vehicles; the owner, agent, operator, driver or other person in charge of the vehicle.
“Dangerous Substances”	means any substance as defined in Section 3 of the Dangerous Substances in Harbour Areas Regulations 1987.
“the Docks”	means the basins and docks (including the approaches thereto), locks, bridges, wharves, quays, berths, roads, railways and other property and works of every description and nature, and the buildings, structures and erections thereon, at the Ports of Sheerness and Chatham (respectively or collectively as the context dictates) for the time being owned, occupied or managed by the Group. Where relevant, the expression “the Docks” shall include “the Port”.
“Goods”	means any goods, cargo, commodities, livestock, articles and things of every description (including any containers, crates or packaging within which such Goods may be contained), but excluding stores and bunkers.
“the Group”	means Peel Ports Operations Limited (Registered No. 5398690) and any holding or subsidiary company (as such terms are defined in s736 Companies Act 1985 or trading division of Peel Ports Operations Limited (as appropriate).
“GT”	means Gross Tonnage as calculated in accordance with the Merchant Shipping (Tonnage) Regulations 1997.
“GRT”	means Gross Register Tonnage as defined in the Merchant Shipping Acts (1947 Oslo Convention).

“Harbour Master”	means the harbour master appointed by the Group and includes his authorised deputies and assistants and any person authorised by the Group to act in that capacity.
“Length Overall” (LOA)	means the extreme length of the vessel as declared on the vessel’s Tonnage Certificate or in Lloyds Register of Shipping.
“Package”	means a bag, bale, bundle, carton, cage, case, cask, carboy, crate, cylinder, drum, net, tank, pallet or other receptacle. It also includes an empty package.
“the Pilotage Area”	means the area from the Medway Buoy to Rochester Bridge including the enclosed Chatham Dock and the Swale for which the Group is the Competent Harbour Authority pursuant to the Pilotage Act 1987.
“the Port”	means the area bounded to the south by Allington Lock and to the north by an imaginary line drawn from the Garrison Point Navigation Light (position 51° 26.788’N 00° 44.738’E) in a 305° (T) direction for 1890 metres as defined in the Medway Ports Re-Organisation Scheme 1968. The area also includes an area bounded by an imaginary line drawn from the Garrison Point Navigational Light in a 305° (T) direction for 143 metres, thence in a 045° (T) direction for 273 metres, thence in a 090° (T) direction for 250 metres and thence in a 180° (T) direction for 355 metres to the shore line, as defined in the Medway Ports Authority Harbour Revision Order 1989. The eastern limit of the Port is an imaginary line drawn from Shellness across The Swale on a bearing of 160° (T) to the opposite shoreline.
“Services”	means any service or operation of whatsoever nature performed or provided by the Group.
“Shipowner”	means the owner of any vessel to which these Terms and Conditions relate and any part owner charterer master or other person in charge of the vessel disponent owner consignee or mortgagee in possession and “owner of a ship” is to be construed accordingly.
“Timber Cargo”	means packaged timber, logs, forest products, kiln dried timber and panel products (including all by-products thereof), together with any packages or containers within or by which the said Timber Cargo may be contained or carried.
“vehicle”	means any vehicle, including any motor car, motor cycle, lorry, trailer, tractor, steam roller, excavator, agricultural machine or other machine on wheels or tracks.
“vessel”	means any vessel, including any hovercraft, hydrofoil vessel and anything constructed or used to carry persons, goods or cargo by water.

- 1.2 The headings to clauses are for ease of reference only and shall not affect the construction thereof.
- 1.3 Unless the context otherwise requires, the singular shall include the plural and vice versa and words importing gender shall include any other gender.
- 1.4 Reference herein to any statutory provision includes reference to any consolidation, re-enactment or modification thereof.
- 1.5 Reference to clauses or schedules are references to the clauses and schedules of these Terms and Conditions unless otherwise stated.

2. GENERAL CONDITIONS

- 2.1 All quotations, orders and contracts of the Group are subject to the Terms and Conditions set out herein. Any variations to these Terms and Conditions are of no effect unless confirmed in writing by the Group.

- 2.2 Part 1 of these Terms and Conditions shall apply to every Agreement entered into and to the provision of all Services by the Group to a Customer or Shipowner. These Terms and Conditions shall be read in conjunction with such other Parts of these Terms and Conditions as are applicable to the particular Agreement. Where there is any conflict between Part 1 of these Terms and Conditions and any other Part of these Terms and Conditions, then the Terms and Conditions in the other Part shall take precedence over those contained in Part 1 hereof.
- 2.3 It is recorded that the Agreement shall be between the Customer and/or the Shipowner as the case may be and the Company or Companies concerned, the other members of the Group not being a party to the Agreement.
- 2.4 The Group may amend or vary these Terms and Conditions from time to time in such manner and in such respects as the Group may consider desirable.
- 2.5 These Terms and Conditions prevail over and apply to the exclusion of any terms and conditions proposed by the Customer (whether in writing or otherwise) and any terms implied by trade, custom or practice unless specifically agreed to in writing by the Group.
- 2.6 Special Conditions may be made by the Group from time to time relating to specific Goods, vessels, Services or events. Any such special Conditions are supplemental to, and apply in conjunction with, these Terms and Conditions.
- 2.7 Use of the Docks and/or Services by the Customer and/or Shipowner shall be deemed to constitute notice of and agreement to these Terms and Conditions provided that prior to such use the Group shall take all reasonable steps to ensure that the Customer and/or Shipowner, as appropriate, is aware of these Terms and Conditions and that copies of the same are available on request.

3. **VESSEL APPROVAL**

It shall be the responsibility of the master of the vessel or his authorised agent to obtain approval from the Medway Ports Navigation Service for the arrival, departure or movement of that vessel in the River Medway and The Swale.

4. **CHARGES**

- 4.1 Charges and dues for Services performed or provided by the Group shall be payable by the Customer and/or the Shipowner, as appropriate, in accordance with the Group's standard charges, as published and revised from time to time, or at such other rates as shall be agreed from time to time between the Group and the Customer and/or Shipowner, as appropriate.
- 4.2 The Group's standard charges refer to Services performed or provided during the Group's normal working hours and in the Group's normal manner. If the Group performs or provides Services outside its normal working hours, or if by reason of an emergency or the nature and condition of any Goods, the construction, condition and readiness of any vessel or road or rail vehicle, the availability of crew, or for any other reason the Group performs or provides Services that, in its opinion, are beyond or in a different manner to those for which the standard charges and dues refer, the Customer or the Shipowner as appropriate shall pay an additional charge to cover the increased or additional costs thereby incurred by the Group.

- 4.3 The Shipowner shall pay to the Terminal Operator such charges as are applicable from time to time in connection with the provision and operation of a ship's waste reception facility managed by the Terminal Operator, as required pursuant to the Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003.
- 4.4 Charges and dues published herein or otherwise quoted by the Group are exclusive of Value Added Tax. Where such tax or any other tax substituted for it is payable, the same shall be paid by the Customer or Shipowner, as appropriate, to the Group.
- 4.5 Charges agreed or specified in accordance herewith are subject to revision by the Group without formal notice at any time.

5. PAYMENT TERMS

5.1 Payment is due on the date of invoice unless credit facilities have been granted in which case payment is due as follows:-

- (a) Cargo Handling and Dock Charges – within 28 days from date of invoice.
(See Parts 6, 7 and 10)
- (b) Marine Department and Pilotage Charges – within 7 days from date of invoice.
(See Parts 5, 8 and 9)

5.2 The Group reserves the right:-

- (a) to charge interest on overdue accounts at 4% above the then prevailing Bank of Scotland Base Rate calculated on a day to day basis;
- (b) to recover such legal and other costs incurred in the recovery of monies outstanding to the Group;
- (c) to suspend Services where there is a breach of credit facilities.

5.3 All charges shall be paid in full without reduction or deferment on account of any claim, counter claim or set off.

5.4 The said charges shall be payable by the Customer or the Shipowner as appropriate on demand unless otherwise agreed by Group. Interest at the rate of 4 per centum above the prevailing Bank of Scotland Base Rate is payable on charges remaining unpaid twenty eight days after the date of the Group's invoice.

5.5 Notwithstanding the aforementioned provisions of this Clause, the Group may if it thinks fit, require any Customer or Shipowner liable or likely to become liable to pay any charges or dues to provide the Group with security for any such charges or dues or the estimated amount thereof in a form satisfactory to the Group before the commencement of such Services and failing receipt of which such Services will not be commenced.

6. CANCELLATION

Should the Customer and/or Shipowner cancel the Agreement at any time, the Group at its sole discretion shall be entitled to invoice the Customer and/or Shipowner with the full agreed charge or any lesser amount, which change or amount shall be due and payable on the date of invoice.

7. LIEN ON GOODS AND VESSELS

7.1 The Group shall be entitled to refuse to allow cargo discharged from a vessel to leave the Docks until:-

- (a) all charges claimed by the Group for Cargo Handling Services whether in relation to that cargo (wherever performed) or to other cargo of the Customer have been paid or secured to the satisfaction of the Group, and

(b) security to the satisfaction of the Group has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Customer in relation to that cargo (whether or not such claims arise in relation to that cargo or any other cargo of the Customer).

7.2 The Group shall be entitled to refuse to allow a vessel to leave the Docks until:-

(a) all charges claimed by the Group for Cargo Handling services and payable by the Shipowner whether in relation to that vessel (whenever performed) or to other vessels of the Shipowner have been paid or secured to the satisfaction of the Group, and

(b) security to the satisfaction of the Group has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Shipowner (whether or not such claims arise in relation to that or another vessel).

7.3 The Group shall have the absolute right to suspend the provision of any Services for the Customer or Shipowner until all amounts payable to the Group by such Customer or Shipowner, as appropriate, have been paid in full. Where such a right is exercised, charges (including interest) shall continue to accrue until payment in full is made.

8. WARRANTIES

8.1 The Customer/Shipowner warrants its power to enter into the Agreement and that it has obtained all necessary approvals to do so either as principal or as agent in which event the Customer/Shipowner is fully authorised to legally bind both the Customer/Shipowner and its principal and to accept these Terms and Conditions on behalf of itself and of its principal. Unless otherwise expressly agreed in writing with the Group, any Customer acting as agent for or on behalf of any other person shall accept joint and several liability with his principal for all charges dues and other sums payable to the Group.

8.2 The Customer shall ensure that any Agreement, contract or other arrangement made between the Customer and (i) the Shipowner, (ii) the owner or operator of any road or rail vehicle, (iii) the supplier of any transportation services, (iv) the owner of (or person or persons interested in) any Goods, or (v) any other sub-contractor or agent of the Customer in connection with which or to whom Services are performed or provided by the Group contains similar terms, conditions and limitations of liability as are expressed herein, for the benefit of the Customer both on its own behalf and as agent for the Group. Where any Customer fails to comply with this provision, the Customer shall indemnify the Group against all proceedings claims and expenses (including legal costs on a full indemnity basis) arising out of or pursuant to such failure to comply.

9. INDEMNITIES

9.1 The Shipowner or the Customer in respect of the Goods as the case may be shall be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever howsoever arising from the use of or presence of his vessel or Goods at the Docks and will indemnify the Group against all proceedings and claims by third parties and expenses incidental thereto (including legal costs on a full indemnity basis) arising out of such use or presence or of any act neglect or default of the master of the vessel or the Shipowner or the Customer as the case may be, their respective contractors agents or servants (other than the Group) or of any inherent quality or defect of any vessel, or of any Goods at the Docks or on the Vessel.

9.2 The Shipowner or the Customer shall pay to the Group full compensation for all damage done to or suffered by the Docks and other property of the Group and arising as aforesaid.

10. **FORCE MAJEURE**

The Group shall not be liable for any failure to commence or continue to perform or complete the Services nor for any delay, deficiency, loss, misdelivery and or damage arising or resulting from Act of God; Casualty (including fire or explosion) unless caused by the negligence of the Group, its servants or agents; damage; breakdown; any consequence of war or hostilities (whether war be declared or not); riots; civil commotions or invasions; strikes, lockouts, industrial disputes or actions of any nature, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; act of any Government or other regulatory restrictions; difficulty or increased expense in obtaining workmen, equipment or transport or other circumstances affecting the supply or performance of the Services by the Group's normal methods or means; or any other cause or event which could not be avoided and the consequence whereof could not be prevented by the exercise of reasonable care by the Group.

11. **RESERVATION OF RIGHTS**

The Group reserves the right to refuse to accept Goods for any reason and/or to provide Services subject to any agreement between the parties.

12. **LEGAL**

- (a) All claims under these Terms and Conditions shall be determined according to the Laws of England by the English Courts to the exclusion of the jurisdiction of the courts of any other country.
- (b) Where these Terms and Conditions are silent on the rights and liabilities of the Group and or the Shipowner or the Customer, these shall be determined according to the Laws of England as aforesaid.
- (c) Nothing in these Terms and Conditions shall affect the provisions of the Medway Ports Authority Act 1973 or any byelaws made thereunder, or any other relevant statute or statutory regulations in force from time to time.

13. **RISK AND INSURANCE**

All Goods at or on the Docks are the sole responsibility of the Customer in every respect and shall at all times remain at the entire risk of the Customer. The Customer is advised to make appropriate comprehensive insurance arrangements in respect thereof.

14. **BYE LAWS & REGULATIONS**

All Customers and/or Shipowners, as appropriate shall at all times comply with and ensure that all Goods, vessels, road and rail vehicles and persons under their control and using the Docks comply with:-

- 14.1 All Bye-Laws, Regulations and Directions made by the Group as are from time to time in force in respect of the Docks.
- 14.2 All instructions and directions given by the Group from time to time in connection with the proper, efficient and safe operation and management of the Docks.

15. **BILL OF LADING**

15.1 The Shipowner for a vessel which it is intended to sail to or from the Docks shall be the agent of the Group for the purposes of agreeing with the Customers in his usual contract of carriage to exempt or limit the liability inter alia of the Group whether as agent sub-bailee stevedore or independent contractor or otherwise howsoever.

15.2 The Shipowner shall, in his Bills of Lading, Shipping Notes and Notices to Shippers regarding conditions for carriage or receiving, use his best endeavours to provide that whether or not the Group is acting solely for the Shipowner:-

- (a) the Group shall have the benefit of all provisions therein exempting or limiting the liability of the Shipowner,
- (b) such provisions so far as relating to the Group shall be applicable to the period that Goods are at the Docks or on a vessel thereat.

Provided that nothing herein shall prevent the Group, at its discretion, from being the principal of the Shipowner in relation to provisions exempting or limiting liability, where the relevant law and Courts are not English Law and English Courts respectively.

The Group hereby accepts the benefit of such provisions and appoints the Shipowner as the Group's agent for the purpose of entering into contracts of carriage evidenced by the Bill of Lading and the Shipping Note.

If such Bills of Lading, Shipping Notes or Notices to Shippers do not so provide then the Shipowner shall, without prejudice to any other rights of the Group herein, indemnify the Group against all proceedings claims and expenses (including legal costs on a full indemnity basis) arising out of or in consequence of the failure of such Bills of Lading, Shipping Notes or Notices to Shippers so to provide.

16. **LIMITATION OF LIABILITY**

16.1 The Group shall only be liable under these Terms and Conditions for physical loss of or damage to any vessel or other property of the Shipowner or to any Goods or other property of the Customer and such liability will only apply to physical loss or damage to the extent that such loss or damage exceeds £150 per occurrence or incident. Furthermore, liability is limited to occurrences proved to be caused solely by the negligence of the Group or its employees acting in the course of their employment during the performance or provision of the Services, including any Cargo Handling Services and dock services provided that:-

16.1.1 The Group's liability in respect of physical loss or damage to any vessel or other property of the Shipowner shall not exceed £2,000,000 per occurrence.

16.1.2 The Group's liability in respect of physical loss or damage to Goods shall not exceed a maximum amount of £1.20 per kilo of gross weight of the goods lost or damaged, subject to an aggregate amount of £500,000 per occurrence.

16.1.3 In relation to Goods received for shipment by or otherwise handled by the Group, the Group shall not be liable to the Customer nor to the Shipowner as bailee of the Goods for (i) any misdelivery due to misleading or faint markings or absence of markings, or (ii) any loss or damage arising from defects in the Goods or the packaging thereof.

16.1.4 The Group shall be freed and discharged from all liability in respect of any physical loss or damage to any vessel or Goods or equipment or any other matter or thing unless notification of a claim in respect of such loss or damage be made in writing (otherwise than upon any of the Group's documents) to the Group within 30 days of the date when the Customer has or ought reasonably to have learned of the occurrence causing such loss or damage or from which such loss or damage arose (so as to enable the Group to forthwith commence investigations into the alleged loss or damage) and the amount of the said loss or damage be submitted in writing to the Group within twelve months after the said occurrence.

- 16.1.5 In the case of latent physical loss or damage to Goods the Group shall be discharged from all liability unless notice of such loss or damage and the particular nature thereof has been given to the Group immediately after the Customer has been notified of or becomes aware of or should reasonably have become aware of such loss or damage but in any event not later than 40 days after the loading or discharging of the Goods by the Group or 14 days after delivery of the Goods to final consignee whichever shall be the earlier.
- 16.1.6 The Group shall in any event be freed and discharged from all liability for any loss or damage to any vessel, Goods or equipment or any other matter or thing unless suit is brought within twelve months of the said occurrence. In the case of loss of or damage to any vessel or any other property of the Shipowner, the Shipowner shall grant full and reasonable facilities to the Group to survey all such loss or damage.
- 16.1.7 For the avoidance of doubt it is hereby declared that the Group's liability in respect of any physical loss or damage whether in contract or tort shall not extend outside the minimum and maximum limits specified in Clause 16.1 and that the Shipowner and or the Customer whichever to be at the discretion of the Group will indemnify the Group against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under this Clause so far as the amounts so claimed are outside the exclusions or limits prescribed in Clause 16.1.
- 16.1.8 Notwithstanding the above, the Group shall in addition have the right in any circumstances to rely on any relevant statutory provisions providing for limitation or exclusion of liability.
- 16.2 Whilst the Group will use its best endeavours to collect and bind any loose pieces of Timber Cargo, and other Goods as appropriate, according to mark and will deliver the same to consignee, the Group shall not be liable for any loss or damage whatsoever arising out of or consequent on such collection and binding.
- The Group shall be under no obligation to rebind such loose Goods to a greater standard than is deemed by the Group to be reasonable for the safe onward transportation of such Goods and in particular the Group shall not be required to rebind to the same standard as the Goods were in when originally bound.
- 16.3 Save as expressly provided by Clause 16.1, the Group shall not be responsible for any loss or damage whatsoever of or to any vessel or any other property of a Shipowner or of or to Goods or any other property of a Customer howsoever caused or arising, and in particular the Group shall not be liable for indirect or consequential damage including any claims for loss of use or profits or the loss of a particular market.
- 16.4 The Group's charges are determined on the basis of the limits of liability set out in these Terms and Conditions. If any customer requires a higher limit of liability, the Group will endeavour to arrange additional insurance cover, in which event the costs of such additional insurance shall be paid by the Customer.
- 16.5 The Group shall not be responsible to any user of railway wagons for any loss or damage of whatsoever nature of or to, or any demurrage charges in respect of, railway wagons and sheets ropes chains or other similar fittings therefor whatsoever howsoever caused and the Customer shall be responsible for and indemnify the Group against any such loss, damage or charges.
- 16.6 The employees, independent contractors and agents of the Group shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. The Group, in undertaking the Services, does so on its own behalf and as agent for all its employees and agents.
- 16.7 Without prejudice to the generality of Clause 16.1, if, in the event of the Group being liable under this Clause for a delay in the removal of Goods from bonded premises, there occurs during the delay an increase in any Customs or other duty or tax payable in respect of those Goods, such increase shall for the purpose of these Terms and Conditions be deemed to be indirect or consequential damage.
- 16.8 For the purposes of this Clause, the value of the Goods shall be taken to be the market price of Goods of the same kind and quality immediately before the deficiency, loss, damage, misdelivery or delay arose or took place.

TERMS AND CONDITIONS

Part 2 – Cargo Handling and Dock Operations

17. CUSTOMER'S OBLIGATIONS

Without derogation from any other obligations and duties the Customer may have under the terms of the Agreement, the Customer shall have the following obligations:-

17.1 Declaration of Description

- (a) The Customer shall ensure that all Goods sent to the Group for export are accompanied by a National Standard Shipping Note stating the gross weight of each consignment. Weights must be verified before despatching Goods to the Group and, if the gross weight is omitted on the National Standard Shipping Note, it will be taken as instruction to the Group for the Goods to be weighed at the Group's premises at the expense of the Customer.
- (b) The Group will not be responsible for the accuracy of the weighbridge or for any error in entering on the ticket the weight of any Goods weighed. The Customer's representative in charge of the Goods shall examine the ticket and ascertain that it gives the correct weight as shown by the scale of the weighbridge.
- (c) The Group may check the validity of any declarations and if the weight or bulk proves to be in excess of that declared, all charges will be based on actual gross weight. The customer will also be liable for the costs of weighing or checking the measurement of the Goods in question.
- (d) Except by special arrangement with the Group, articles weighing in excess of 5,000 kilos will not be accepted.
- (e) The Customer shall be deemed to warrant the accuracy of all descriptions values weights and other particulars of any Goods supplied to the Group for any purpose whatsoever or marked thereon and shall indemnify the Group against all proceedings claims expenses and pecuniary penalties that the Group may suffer or incur as a result of any inaccuracy or omission therein.

17.2 Protection of Goods

Customers should take reasonable measures to protect their Goods from loss or damage and shall ensure that at all times their Goods are packed in a proper manner with particular care being taken to protect fragile goods.

17.3 Marks and Numbers

The Customer shall ensure that each package has stencilled on it all identifying marks and numbers in characters of not less than 10cms in height together with a final destination and port of discharge which shall be stencilled immediately below the shipping mark.

17.4 Clearance of goods through H.M. Revenue & Customs

It shall be the Customer's responsibility to prepare the necessary documentation for the clearance of Goods through H.M. Revenue & Customs, to obtain such clearance and to comply with all Customs' formalities.

18. **RELEASE OF GOODS**

18.1 No Goods shall be available for delivery by the Group until such time as H.M. Revenue & Customs clearance has been obtained in respect thereof.

18.2 On no account will Goods be delivered by the Group without production of a Delivery order issued by or on behalf of the Shipowner in his usual form authorising such delivery and in the case of sub-orders issued by or on behalf of the Customer named in the original Delivery Order and being in a form satisfactory to the Group and authorising such delivery.

18.3 If the document of title is lost, or there is an irregularity, the Group will not deliver the Goods until it is satisfied that the person claiming delivery is entitled to delivery and against an indemnity by a bond or otherwise as the Group may require by or on behalf of the person taking delivery of the Goods.

19. **DOCUMENTATION**

19.1 **Orders for Delivery or Sampling of Goods**

Every order for the delivery or sampling of Goods shall be lodged by or on behalf of the Customer at the Group's offices at Archway House, Sheerness Docks and must detail:-

- (a) Vessel's name;
- (b) The port of loading and bill of lading number;
- (c) Marks, quantity and description of Goods;
- (d) The person to whom charges are to be rendered;

and must be signed by or on behalf of every person in whose name the Goods stand in the books of the Group.

19.2 **Manifests, Shipping Notes and orders for Cargo Handling Services**

All manifests, shipping notes/advices, consignment notes, packing lists documents of title and instructions and orders concerning Cargo Handling Services must be lodged in writing with the Group between the hours 0800 to 1600 Monday to Friday inclusive and not less than 72 hours (excluding Bank or other National Holidays) before the relevant Service is required to be or is to be performed or provided.

19.3 **Tally of Goods**

Any tally of Goods prepared by the Group in connection with the loading or discharging of any vessel or vehicle or railway wagon shall be the property of the Group which shall not be under any obligation to disclose such document to any other party. The accuracy of any document based whether wholly or partially upon such tallies shall not be presumed by any other party unless and until such accuracy is confirmed in writing by the Group in respect of the document in question.

20. **SHIPOWNER'S OBLIGATIONS**

20.1 **Acceptance of Goods**

- (a) The Customer shall ensure that the vessel receiving Goods for shipment shall accept same if tendered for loading from the quay.
- (b) The receiving by the Group for and on behalf of the Shipowner of Goods for shipment does not imply that such Goods will be shipped. The acceptance or refusal of Goods for shipment is the responsibility of the Shipowner concerned, for whom the Group accepts as agent.

20.2 **Provision and Use of Gear**

- (a) The Shipowner shall permit the Group the full use of all lighting, cranes, gantries, winches, derricks, runners and tackle on the vessel and shall supply full power therefor and for lighting at all times without charge. The Shipowner shall provide all necessary standing and running gear, hatch and winch tents, gear and dunnage.
- (b) All the equipment and gear referred to in Clause 20.2(a) shall be maintained in good working order by the Shipowner and before work commences the Shipowner shall produce to the Group a current certificate of test for such equipment and gear showing the same meets the requirements of any statute, order or regulation then in force within the United Kingdom.
- (c) To the extent that the equipment and gear referred to in Clause 20.2(a) is not available to the Group or is not maintained or certified in the manner specified in Clause 20.2(a), the Group shall be at liberty at its discretion and subject to availability to supply the same at the expense of the Shipowner in accordance with the Group's standard rates current from time to time.
- (d) The shipowner shall indemnify the Group against any claim in relation to any accident howsoever arising out of or caused or contributed to by any defect in the equipment or gear referred to in Clause 20.2(a).

21. **REMOVAL OF GOODS FROM THE GROUP'S PREMISES**

- 21.1 The Customer shall ensure that all Goods delivered to the Group by the Customer for export shall be received by the Shipowner within a period of twenty-one days from such date of delivery. If for any reason whatsoever the Goods are not so received by the Shipowner within the said period, then on the expiration of the said period the Group may remove the Goods into warehouse at the Customer's expense.
- 21.2 All imported Goods shall be removed by the appropriate Customer from the Group's premises within a period of twenty-one days from the date on which the Goods were received from a Vessel. If for any reason whatsoever the Goods are not so removed by the Customer, the Group may remove the Goods into warehouse at the Customer's expense.

22. **WAREHOUSING**

All warehousing undertaken by the Group is subject to the United Kingdom Warehousing Association Conditions of Contract. Copies are available on request.

23. **TEMPERATURE CONTROLLED STORES AND COOL STORES**

The following additional conditions are applicable to Goods stored in the Group's temperature controlled stores and cool stores.

- 23.1 The Group will not accept Goods that require any special treatment unless by prior agreement with the Group and then only if the Goods are accompanied by written instructions. Customers requiring special treatment for any Goods must specify in the written instructions exactly what treatment is required. The Group will not be liable for any damage caused to the Goods from following such instructions.
- 23.2 Goods shall be presented in good and wholesome condition, and in the form and at such temperature as may be required by statute or any relevant regulations.

- 23.3 Goods which in the reasonable opinion of the Group appear either not to be in good and wholesome condition or to be likely to cause personal injury or damage to other Goods or property, must be removed by the Customer forthwith on receipt of notice requiring the same. If speedy removal is required to mitigate such damage, the Group may at the Customer's expense and risk arrange for alternative storage or disposal or, if appropriate, destruction of such Goods. The Customer will be liable to the Group for, and shall indemnify the Group in respect of, all claims against and damage, cost and expenses suffered or incurred by the Group in consequence of the condition of the Customer's Goods.
- 23.4 When Goods are presented to the Group for storage, it shall be entitled to open packages to ascertain whether or not there exists any deficiency in the Goods.
- 23.5 If as a result of the presence or handling of the Customer's Goods the Group incurs any expenses in complying with the Prevention of Damage by Pests Act 1949, or in complying with any other statutory duties or with EC Directives imposed from time to time in relation to the Goods, then the Group shall be entitled to recover from the Customer the expense incurred in complying with the said statutory duties.

24. **HAZARDOUS GOODS AND LIVE ANIMALS**

- 24.1 No Goods of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature or other Dangerous Substances will be handled by the Group except with the consent of the Group and in accordance with statutory and the Group's directions regulations and byelaws governing the handling of such Goods.
- All extra costs charges and expenses incurred by the Group in handling Goods of a dangerous, hazardous, poisonous, tainted, infested or contaminated nature or other Dangerous Substances shall be repaid by the Shipowner of the vessel on which they were or were to be consigned.
- 24.2 The Customer shall be responsible for and shall indemnify the Group against all injury, loss or damage however and whenever caused and against all claims whatsoever made against the Group for which they may be or become liable in respect of death or injury to persons or loss of or damage to property or delay arising out of, caused or contributed to by:-
- (a) a failure to comply with the conditions, directions and regulations referred to in Clause 24.1; or
 - (b) live animals exported, or intended to be exported, or imported by the Customer.

25. **OVERWEIGHT CONTAINERS**

If the Group handles a Container whose actual gross weight exceeds the maximum gross weight appropriate for a Container of its description (whether or not the Group know at the time of such handling that the actual gross weight exceeds the appropriate maximum gross weight), such handling shall be at the sole risk of the person tendering the Container. In particular:-

- (a) The Group shall be exempt from all liability whatsoever for deficiency, loss, damage or misdelivery of or to the Container, or its contents or for delay arising out of or caused or contributed to by the handling by the Group of the Container.
- (b) The Customer shall be responsible for and shall indemnify the Group against all injury, loss or damage howsoever or whensoever caused and against all claims made against the Group for which the Group may be or become liable in respect of injury to persons or loss of or damage to property arising out of or caused or contributed to by the handling by the Group of the Container.

26. **PERFORMANCE OF CARGO HANDLING SERVICES**

26.1 Subject to these Terms and Conditions, the Group shall provide supervision labour plant and equipment as available for the discharging, loading, receiving and delivering of Goods at the Docks and operations ancillary thereto, as requested by the Customer and agreed by the Group.

26.2 The Group shall be entitled not to commence Cargo Handling Services until a suitable berth, quay and, if required, transit shed and suitable plant and equipment are available and sufficient port operations workers and other employees are available to perform Cargo Handling Services on the vessel, the quay or in the transit shed. After the commencement of Cargo Handling Services, they will be continued as and to the extent that the necessary plant and port operations workers and other employees are reasonably available in all the circumstances from time to time bearing in mind the Group's obligations to meet the requirements of other customers of the Docks.

26.3 No liability shall attach to the Group in consequence of its not commencing or continuing Cargo Handling Services for the reasons specified in Clause 26.2.

26.4 The Group shall perform or provide such Cargo Handling Services as the Group in its reasonable discretion considers appropriate and expedient for each vessel and its cargo or for particular Goods unless instructed to the contrary in writing by the Customer.

26.5 Without prejudice to the generality of the foregoing when a cargo is exceptionally difficult to work due to unsoundness of the cargo, bad or collapsed stowage, damage to the cargo or the vessel or other matter creating exceptionally difficult working conditions, then the Group may in its absolute discretion elect whether or not to perform or provide or continue to perform or provide Cargo Handling Services and if it should so elect and informs the Shipowner for that vessel thereof then the Group shall not be liable for any loss or damage whatsoever howsoever caused (including where caused by the negligence of the Group, its servants, agents or independent contractors) to the Goods or the vessel, including any claim for loss of use or profit or the loss of a particular market, and the said Shipowner shall indemnify the Group against all proceedings claims and expenses arising out of or consequent to any such election by the Group, including all proceedings claims and expenses relating to the handling of the Goods on the quay or in a shed. The Group, by reason of its specialised knowledge, shall be the sole arbiter as to whether a cargo is exceptionally difficult to work or not.

The Group shall have the right, having made an election, to subsequently reverse that election in the light of circumstances then prevailing and no liability shall attach to it thereby.

All extra costs charges and expenses incurred by the Group hereby shall be repaid by the Shipowner of the vessel on which the cargo was or was to be consigned.

26.6 The charges for Cargo Handling Services specified by the Group from time to time cover the provision of such of the Services as are specified by the Group in relation thereto (other than the provision of plant, gear and equipment except as expressly stated) where the cargo is sound general cargo under normal conditions on a normal vessel such that a reasonable rate of receiving loading discharging or delivering in relation to that particular vessel or cargo is achievable.

Where cargo is not sound cargo able to be worked under normal conditions on a normal vessel or, at the discretion of the Group, for any other reason such that a reasonable rate of receiving loading or discharging delivering is not achievable, and in such regard the Group by reason of its specialised knowledge shall be the sole arbiter, then the rates per tonne specified from time to time by the Group shall not be applicable but shall be substituted by the Group's standard charges for labour plant gear and equipment and, in addition, all extra costs charges and expenses incurred by the Group shall be repaid by the Shipowner of the vessel on which the cargo was or was to be consigned.

- 26.7 Notwithstanding the provisions above, if any Statute or Statutory Instrument shall become compulsorily applicable to the Cargo Handling Services performed hereunder, the Shipowner will reimburse the Group any extra cost occasioned thereby for the duration that such Statute or Statutory Instrument shall apply or until such time as the extra costs shall be incorporated in the Group's charges for such Cargo Handling Services.
- 26.8 All times agreed for the performance or provision of Services are approximate only (notwithstanding any representation made by any servant or agent of the Group) and the Group shall have no liability for its failure to meet any such times.
- 26.9 Any appointment made with the owner of a vehicle or with the Customer or their respective employees servants or agents for the receipt from vehicle of Goods for shipment, or for the delivery of Goods to vehicle, at any particular time or within a particular interval of time shall (notwithstanding any representation made by any servant or agent of the Group) be construed merely as the anticipated time when the Goods may be received or delivered and shall not oblige the Group to accept such Goods (nor refrain from accepting other Goods) at that time nor determine the order in which vehicles may unload or load.
- 26.10 No liability shall attach to the Group in consequent of any failure to permit the loading or unloading of any vehicle at or within a particular time or interval of time, including the time or interval of time referred to in Clause 27.8 notwithstanding any representation made by any servant or agent of the Group, and the Customer shall release and indemnify the Group from and against such liability.
- 26.11 The Group shall be entitled to refuse to receive a Container from or deliver a Container to any vehicle at the Docks if:
- (a) the Group has not been presented with the correct information and documentation in respect of such Container, or
 - (b) such Container is not sealed, or
 - (c) in respect of a Container carrying hazardous cargo, such Container is not fully and correctly labelled.

In addition, the Group shall be entitled to refuse to receive/deliver a Container to/from any vehicle whose driver;

- (a) declines to be photographed in accordance with the Group's security requirements applicable from time to time, or
- (b) has not presented to the Group either a current EC driver's licence or a valid passport.

27. **SECURITY**

- 27.1 The provision of any security services or anti-terrorist measures in respect of a vessel shall be the responsibility of the relevant Shipowner.
- 27.2 The Shipowner and the Customer shall comply in every respect with the International Ship and Port Facility Security Code ("the ISPS Code") together with all relevant UK and EU Regulations including in particular Regulation 11 of the Ship & Port Facility (Security) Regulations 2004 (S1 2004/1495) and any instructions or directions issued by the Transport Security Directorate (TRANSEC) relating to any of the said Regulations, and in particular the Owner shall at all times comply fully with the instructions of the Port Facility Security Officer(s) in accordance with the Port of Sheerness Port Facility Security Plan and Chatham Docks' Port Facility Security Plan and any other such Plan approved from time to time by TRANSEC relating to the Docks and/or any other property of the Group adjacent thereto.

TERMS AND CONDITIONS

Part 3 – Pilotage Services

28. PILOTAGE DIRECTION

28.1 In accordance with Section 7 of the Pilotage Act 1987, the Port of Sheerness Ltd., the competent harbour authority, has directed that pilotage be compulsory for all vessels in excess of 50 metres Length Overall throughout the Pilotage Area.

28.2 The Port of London Authority Pilotage Direction No. 2 dated 1st January 1991 which took effect from 1st February 1991, and any subsequent relevant Directions issued by the Port of London Authority, shall apply to all vessels bound to or from the Pilotage Area .

29. PROVISION OF SERVICE

The Provision of the Pilotage Service is subject to Notice to Mariners No. 27 of 1988 (or any notice that supersedes it).

30. CHARGES

Pilotage and associated charges are made pursuant to Section 10 of the Pilotage Act 1987 and are based on a combination of Length Overall and actual draught, in accordance with the attached Schedule of Charges.

31. PILOTAGE EXEMPTION CERTIFICATES

Pilotage Exemption Certificates may be granted to certain regular traders by application, pursuant to Section 8 of the Pilotage Act 1987.

32. LIABILITY

32.1 The provision of pilotage services is subject to availability and the Group accepts no liability for any delay, loss or damage, directly or indirectly arising out of, or caused or contributed to by an inability to supply or continue to supply such services or for any charges or expenses incurred in such circumstances.

32.2 Limitation of Liability in respect of Pilots is covered under Section 22 of the Pilotage Act 1987.

TERMS AND CONDITIONS

Part 4 – Chatham Docks

33. LOCKING-IN AND LOCKING-OUT

- 33.1 The Group shall only become bound to provide the service of locking-in or locking-out vessels to or from Chatham Docks upon its acceptance of a request from the Customer submitted in accordance with this Clause. The Group shall be under no obligation to accept any such request.
- 33.2 Vessels will be accepted for locking-in to Chatham Docks up to the maximum dimensions of either 143m length, or 25m beam or 8m draft at the discretion of the Harbour Master. Vessels in excess of 143m length may be canalled through subject to the conditions contained in Clause 33.6.
- 33.3 Chatham Docks are operational on a 24 hour basis but the locks are normally manned only between the hours of 0600-2000 Monday to Friday. If the Service of locking-in or locking-out is required outside of these hours, an overtime charge may be applied at such rates as may be notified from time to time by the Group.
- 33.4 Notification of a request for the service of locking-in or locking-out at Chatham Docks shall be given by the Customer to the Group in writing or by fax to arrive at least 24 hours in advance of the estimated time of arrival, or at least one hour prior to the estimated time of departure, of the vessel concerned and no booking shall be considered firm unless written or faxed confirmation of acceptance is received from the Group.
- 33.5 The locking-in and locking-out of vessels at Chatham Docks will be carried out in accordance with the priorities and procedures which the Group shall from time to time and in their absolute discretion determine.
- 33.6 Ships in excess of 143 metres in length may be accepted for passage through the lock provided their beam does not exceed 25 metres and there is sufficient water for them to cross the sill. The arrangement for taking through the lock ships in excess of 143 metres in length is known as “canalling” and will be carried out subject to the following conditions:-
- (a) Canalling will be carried out only during the 90 minutes approximately prior to high water in order to safeguard the basin level.
 - (b) The operation of canalling a ship takes priority over all other shipping movements except for the arrival or departure of daily ferries.
 - (c) Bookings for canalling operations must be made at least 48 hours prior to the high tide required.
 - (d) The decision whether or not canalling may be carried out is at the sole discretion of the Harbour Master.

All enquiries regarding canalling shall be made in the first instance to Flagstaff House –
Tel: 01634 814936.

34. OTHER SERVICES

- 34.1 The Group shall be under no obligation to provide or perform at Chatham Docks any Services other than the services of locking-in and locking-out vessels to any Customer in the absence of express prior written agreement so to do.

34.2 If any Customer shall require the provision by the Group of any Services other than the service of locking-in and locking-out vessels, it shall submit a written request therefore to the Group. The Group shall become bound to provide the Service requested only upon its written acceptance of the request and subject to any additional terms or conditions therein stated.

35. **CHARGES**

Charges and dues for Services performed or provided by the Group at Chatham Docks shall be payable in accordance with the Group's standard charges, as published and revised from time to time, or at such other rates as shall be agreed from time to time between the Group and the Customer or the Shipowner.

36. **PAYMENT**

Dues in respect of the Services performed or provided by the Group at Chatham Docks, including the service of locking-in and locking-out vessels, shall be payable by the Customer or Shipowner at the time that the service is provided, save where the Group has agreed otherwise in writing.

37. **PERFORMANCE OF SERVICES**

The Terms and Conditions contained in Parts 1 and 2 hereof shall apply to all quotations, orders, Agreements and contracts entered into by the Group for the performance or provision of Services at Chatham Docks.

Port of Sheerness Limited

Part of Peel Ports Operations Limited

Registered office: Maritime Centre, Port of Liverpool, L21 1LA

Registered No. 5398690

SCHEDULE OF CHARGES with effect from 1.4.2010
Contents

- Part 1 Conservancy and Related Charges
- Part 2 Dock Charges – Sheerness Docks
- Part 3 Sheerness Docks – Other Charges
- Part 4 Dock Charges – Chatham Docks
- Part 5 Pilotage, Boarding and Landing Charges
- Part 6 Rail Terminal Tariffs
- Part 7 Other marine charges - Chatham Docks

SCHEDULE OF CHARGES

(Published in conjunction with Terms and Conditions)

All prices excluding VAT unless otherwise stated

PART 1

CONSERVANCY AND RELATED CHARGES

(Made pursuant to Section 26 of the Harbours Act 1964)

1.1 Conservancy Charges – Inward and Outward Cargoes

1.1.1 There is a conservancy charge on vessels entering the Port to load or discharge cargo or to disembark or embark passengers. A conservancy charge is also applicable where vessels having discharged then load cargo prior to sailing.

Where a vessel, formerly in possession of a GRT Certificate, is known by us to have used the River Medway prior to the 18 July 1994 and to have paid conservancy charges based on its GRT Certificate then that vessel will continue to pay conservancy charges based on the GRT. Any vessel charged on the basis of a Gross Tonnage (ITC 1969) Certificate, prior to the 18 July 1994, will continue to be charged on the basis of the GT Certificate.

Any Vessel entering the port for the first time will need to show an ITC which will then be used to raise charges.

Where a vessel is unable to provide an International Tonnage Certificate, Medway Ports reserve the right to make a Conservancy charge using details of a similar type of Vessel.

	Vessels up to 11,000 GT	22.67p per GT
	Vessels over 11,000 and up to 60,000 GT	25.93p per GT
	Vessels over 60,000 GT	33.86p per GT
1.1.2	A charge on all Vessels carrying petroleum, Liquified CO ₂ , oil, gas or their derivatives, in addition to charges in 1.1.1 above	11.01p per GT
1.1.3	A charge on all Goods loaded or discharged within the Port in addition to charges in 1.1.1 above	2.86p per tonne
1.1.4	A charge on all Vessels used in the transfer of cargo from one berth to another, within the Port in addition to charges in 1.1.1 above	2.86p per GT

1.2 Rebates

The following will qualify for a rebate of 33 $\frac{1}{3}$ % of the total Conservancy Charges payable under 1.1.1 and 1.1.2 above:

Vessels claiming a conservancy rebate under this section must submit the relevant information to the Medway Ports River Charges Clerk within 72 hours (excluding Saturdays, Sundays, Public Holidays) of the vessels departure.

Failure to comply with this procedure may invalidate any claim to a conservancy rebate.

- 1.2.1 Vessels loading or discharging cargo the deadweight of which is less than 15% of the total GT.
- 1.2.2 Vessels forced by stress of weather to seek shelter in the Port;
- 1.2.3 Vessels entering the Port solely for the purpose of laying up, being repaired or broken up;
- 1.2.4 Vessels entering the Port for the purpose of bunkering; and
- 1.2.5 Vessels entering the Port to load or discharge cargo but subsequently diverted elsewhere prior to loading or discharging.

1.3 Annual Tonnage Charges

An annual charge on barges, lighters and tugs which are ancillary to the Port's trade:-

- | | | |
|-------|--|---------|
| 1.3.1 | In the case of a barge or lighter per GT | £1.20 |
| 1.3.2 | In the case of a lighterage tug the sum of | £208.50 |
| 1.3.3 | In the case of a tug used for vessel towage the sum of | £417.00 |

The charge shall be levied on or after the 1st January each year and exempts the Vessels concerned from paying conservancy charges for a period of one year, provided that the Vessel concerned is not carrying coal, petroleum or aggregates or does not pass seaward of a line from Havengore Creek in Essex to Warden Point in Kent in which case 1.3.1 applies.

1.4 Mooring Charges

A Charge on all vessels using the moorings for each day or part thereof owned by the Group.

- | | | |
|-------|--|---------|
| 1.4.1 | Rochester Ship Moorings | £31.00 |
| 1.4.2 | Rochester and Queenborough Barge Moorings | £16.00 |
| 1.4.3 | Moorings Kethole Reach for each day or part thereof: | £350.00 |

1.4.4 For other moorings or periods in excess of one day prices on application to the Harbour Master

1.4.5 For vessels loaded with explosives that go to anchor a charge will be made for each day or part thereof.

Vessels at Anchor working Cargo

P.O.A.

1.5 Pleasure and Other Small Craft – Conservancy Charges/Moorings

Annual charge in the form of a registration fee is payable by pleasure and other small craft, with the exception of dinghies under 5.1 metres in length.

This is an annual composite charge, payable for one year or any part thereof, which is not subject to any discount or reduction,

For the period 1 April to 31 March

£51.91 (VAT inc).

1.5.1 Charges for all new moorings applications from 1st January 2009 and for existing moorings renewed on 1st April 2009.

Schedule of Charges for Pleasure and other small Craft

Rate	Location	Remarks	Charge
1.	Stoke, Colmouth, Halstow Creeks etc	Drying Bank – Lay your own moorings	£74.00
2.	Wickham Reach Bridge Reach Middle Short Reach (19-22 buoys)	Up to 25ft each additional foot	£294.50 p.a. £11.50 p.a.
3.	All deep-water moorings other than those in 'Rate 2'	Up to 30ft each additional foot	£442.00 p.a. £14.50 p.a.
4.	Trade Moorings	Deep Water Moorings Drying Bank Moorings	£191.50 p.a. £96.00 p.a.
5.	Yacht Club Moorings	Per vessel irrespective of length	£74.00 p.a.

A charge of £14.50 + VAT per day will be made for unauthorised occupation of port owned yacht moorings.

Charging Period:

The charging period for moorings is 1st April to 31st March. New applications made during this period will be charged as 1/12th for each month or part month that remains. Drying bank moorings will be charged at a minimum of 6/12ths.

Permit Charge:

An initial charge of £42.34 inc VAT will be made for drawing up and issuing a mooring permit for craft within Medway Ports area of jurisdiction.

A charge of £14.56 + VAT will be made for re-issuing a copy of a permit which has been lost.

V.A.T.:

VAT is payable on all Port maintained moorings (Rates 2 and 3)

“Lay your own” moorings are exempted from VAT (Rates 1, 4 and 5)

1.6 Faversham Creek – Conservancy Charges

Cargo Vessels proceeding to or from this area shall not be liable to pay the Port Conservancy Charges set out in 1.1.1, 1.1.2, 1.1.3 above, but instead shall be liable for charges 1.6.1 and 1.6.2.

1.6.1	Vessels loading or discharging cargo	37.17p per GT
1.6.2	Cargo loaded or discharged	30.02p per tonne

1.7 Notice to Mariners

A charge for the preparation and issue of Notices pertaining to the Port's area of jurisdiction

£260.00 + VAT

1.8 River Works Licence Application

Fee to accompany application for River Works Licence under Sections 37 and 38 of the Medway Ports Authority Act 1973.

£296.00 + VAT

1.9 VHF Activity Transcripts

There are available for certain VHF Channels. Details and prices upon request to the Harbour Master's office. A minimum charge of £148.00 + VAT will apply.

1.10 Vessel arrivals and departures

This information is available. Details and prices upon request to the Harbour Master's office.
Daily information at £425.00 + VAT pa, weekly information at £213.00 + VAT p.a.

1.11 Tidal Data

Tidal data is available for River Medway and Swale. Details and prices upon request to the Harbour Master's office. A minimum charge will apply £92.00 + VAT.

1.12 Survey Charts

The Group's Hydrographic survey chart of the River Medway and The Swale are available to purchase. Details and prices upon request to the Harbour Master's office. A minimum charge will apply £21.00 + VAT

1.13 Outside Works

Charges for the provision of other marine associated services are available on application to the Marine office.

PART 2
DOCK CHARGES – SHEERNESS DOCKS

2.1 Vessels Discharging or Loading Cargo

2.1.1	Vessels arriving loaded from or sailing loaded to all United Kingdom Ports and Ports on the European Coast situated between the River Elbe and the Port of Brest, per GT/GRT	223.62p
2.1.2	Vessels arriving loaded from or sailing loaded to Ports on the European Coast and Baltic Sea situated between the North Cape of Norway and Gibraltar, not including Vessels covered by 2.1.1 above, per GT/GRT	258.56p
2.1.3	Vessels arriving loaded from or sailing loaded to all other ports not included in 2.1.1 or 2.1.2 above, per GT/GRT	292.56p

2.2 Lighters Discharging or Loading Cargo

2.2.1	Dumb lighters or dumb barges not exceeding 30.5 metres in length and 8.50 metres in beam; per visit up to 7 days by special arrangement thereafter, per GT/GRT	20.08p
2.2.2	LASH lighters not exceeding 18.50 metres in length and 9.15 metres in beam per GRT	145.10p

2.3 Vessels for repair, laying up etc.

	Vessels arriving for repairs, laying up and other purposes other than loading or discharging cargo – per GT/GRT for the first seven days or part thereof	132.19p
	and per GT/GRT for each seven days thereafter or part thereof	53.87p

2.4 Vessels for Shelter

	Vessels arriving for shelter – per GT/GRT provided Vessel sails as soon as weather moderates if not as for 2.3.0 above.	17.77p
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2.5 Dock Charges

2.5.1	Payment of Dock Charges in respect of any Vessel shall not entitle such Vessel to remain at the Docks for a longer period than may actually be necessary for loading or discharging her cargo, and shall not in any way affect the power of the Group to order such Vessel to remove to any other parts, of the Docks, whether or not the Vessel shall at the time such order is given have completed the loading or discharging of cargo.	
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- 2.5.2 In the case of un-manned craft, the Group may, in order to facilitate the berthing or unberthing of other craft, have such Vessels moved to any other part of the Docks, whether or not the Vessel shall at the time of the move being made, have completed loading or discharging cargo.
- 2.5.3 Payment of Dock Charges does not entitle the Vessels to the use of a berth except for loading or discharging cargo.

PART 3
SHEERNESS DOCKS – OTHER CHARGES

3.1	Fresh Water – During working hours (0600-2200 hours) weekdays per tonne	£3.50
	Minimum Charge	£35.00
	For vessels outside of the normal hours of 0800-1700 hours an additional charge may be applied	£40.00
	For fresh water supplies a connection charge in addition to the minimum charge will apply	£30.00
3.2	Weighbridge – Normal hours (0600-2200 hours) weekdays	
	Laden or unladen, per vehicle	£3.08
	All other times, in addition to above, a charge per attendant per hour or part thereof	£17.91
	Minimum 4 hours	
3.3	Berthing and Unberthing Vessels - All vessels arriving at, or sailing from, Sheerness Docks are required to use the berthing gangs provided by the Group.	
	Charges are available from the Marine Co-ordinator upon request.	
	Lineboat and attendance services are also provided. Charges are available on request.	
3.4	Reception Facilities for Garbage - As required under The Merchant Shipping (Prevention of Pollution by Garbage) Regulations 1988. A steel waste container, clearly marked <u>For Ships' Use only</u> will be provided at all Berths. Clearly marked yellow bins are also supplied for category A food waste only.	
	A charge per vessel, per visit	£47.00 plus V.A.T.
	Medway Ports reserve the right to make an additional charge for the improper use of the above detailed waste facilities, or in the event of legislative changes.	
	Additional refuse skips can be hired	P.O.A

3.5 Units, Trailers and Commercial vehicles – Unauthorised Parking

Overnight parking of units, trailers, commercial vehicles, within the port between the hours of 22:00 & 06:00 is only allowed after prior agreement with the port management, at which time charges will be agreed vehicles found parked between the above hours, without authorisation, a charge will apply for the period or part thereof

£28.50

3.6 Cranes and other Plant

Application for the use of cranes and other plant must be made to the Stevedoring Manager for Cargo Handling Operations or to the Marine Operations Manger for all other purposes. The hire of a crane includes the services of a driver.

The hirer is to provided all the necessary slings, chains and gear and shall accept all responsibility arising out of the use thereof. Cranes shall be supplied, worked and used a the risk of the hirer, who shall be responsible for any delay, loss, injury, accident or damage arising out of or in consequence of such supply, working or use, whatsoever shall be the nature of such delay, loss, injury accident or damage, and shall keep the Group indemnified against any such loss, injury, accident or damage, and all claims of whatsoever nature made against the Group in respect thereto and all costs and expenses incurred by the Group thereto.

The maximum weight which may be lifted as indicated on each crane. Under no circumstances whatsoever may the weight be exceeded or the crane be used in such a manner as would throw undue strain on it.

The Group cannot guarantee to supply cranes or any other plant, and accepts no responsibility for delays which may arise through the breakdown of any cranes or other plant or for any cause whatever whilst the cranes or other plant is on hire.

SCHEDULE OF CHARGES

PART 4 DOCK CHARGES – CHATHAM DOCKS

4.1 Vessel Discharging or Loading Cargo

For all vessels other than lighters or dumb barges entering No. 3 Basin for the purposes of loading or discharging cargo, charges are made at owner's option either on the tonnage of cargo which the vessel loads and/or discharges within the Docks or, alternatively, on the Gross Tonnage of the vessels subject to a minimum charge of £473.92 per locking.

4.1.1 Cargo Charge

114.07p per tonnage of cargo loaded and/or discharged

4.1.2 Gross Tonnage Charge

4.1.3 Vessels arriving loaded from or sailing loaded to all United Kingdom Ports and Ports on the European Coast situated between the River Elbe and the Port of Brest per GT 218.07p

4.1.4 Vessels arriving loaded from or sailing loaded to Ports on the European Coast and Baltic Sea situated between the North Cape of Norway and Gibraltar, not including vessels covered by 4.1.3 above per GT 252.08p

4.1.5 Vessels arriving loaded from or sailing loaded to all other Ports not included in 4.1.3 or 4.1.4 above, per GT 285.34p

4.2 Ancillary Vessels

For all vessels entering No. 3 Basin for the purpose of supplying fuel, water, etc to ships already in the Basin for loading/discharging or repair/lay-up, a single charge of 45.59p

4.3 Tugs

Whilst towing vessels into or out of the Basins

When no vessels in tow

Prices on
application

4.4 Vessels for Repair, Laying up etc.

For all vessels entering Basin 3 for repairs, laying-up and for any other purpose than loading or discharging of cargos:

4.4.1	For the first 7 days per GT (with a minimum charge of £473.92 per locking)	128.63p
4.4.2	For each 7 days thereafter or part thereof per GT	25.54p

4.5 For all vessels entering locks destined for Basin 2 for repairs, laying up and for any other purpose than the loading or discharging of cargo:

4.5.1	For the first 7 days per GT (with a minimum charge of £473.92 per locking)	128.63p
	For each 7 days thereafter or part there of per GT	38.13p

4.6 Berthing & Unberthing Vessels

Berthing gangs can be provided by the Group, charges for which are available on request.

PART 5
PILOTAGE, BOARDING AND LANDING CHARGES

5.0 The pilotage charge for ships using an authorised Medway Ports Pilot relates to the act of the Pilotage between, or any part of the relevant defined area, within the authorised Pilotage area.
Pilotage Rate 1 applies to those vessels using the Fisherman's Gat route to or from the Medway Buoy.
Pilotage via the Sunk Deep Water route is subject to surcharge for vessels under 8m draught

5.1 Overcarriage

When a pilot cannot land from an outward bound vessel because of adverse weather conditions, a minimum charge of £760 will apply for the first 12 hours from the time of passing beyond the recognised boarding and landing station to returning to the Pilot Station.
A charge per hour or part thereof in excess of 12 hours will apply. £39.30

The repatriation of Medway Pilots overcarried is the responsibility of the local Ships Agent.

5.2 Baulk Tide/Attendance

If a Pilot's services are requested and the pilot attends as ordered or is on route and finds that the vessel has sailed without awaiting his arrival or that his services will not be required, or that for any reason he is unable to board, a charge shall be applied. £228.50
For a vessel requiring the service at Sunk the higher charge will be applied. £518.50

In all cases if the Pilot has boarded the vessel, any boarding charges incurred will be added to these charges.

5.3 Detention/Waiting

If after attending to take charge of a vessel at the request of the owners, agents, or master a pilot is unable to board at the confirmed time or, is required to stand by awaiting the vessels departure or if after taking charge of a vessel a pilot is detained on board by request of the owners, agents or master when no services are being rendered, a charge of per each completed half hour, will be applied. There is a discretionary limit to the length of time that a pilot can be detained £39.30

5.4 **Joining Abroad**

When a pilot is requested to board a ship at a continental port a charge (in addition to the relevant Pilotage Rates) of £2091.00

Also a charge per hour, for each hour or part thereof in excess of 12 hours from the ETD at the continental port shall be payable, in addition to the MP Pilots charge within the authority limits. £39.30

Should this service be cancelled within 48 hours of the ETD at the continental port a cancellation fee shall be payable. £973.00

24 hours written notice is required when ordering this service. The provision of this service is subject to transport availability. Failure to provide the required notice will render the vessel liable to an additional charge of. £122.00

5.5 **Shift**

For moving vessel from jetty or berth, one part of a harbour to another part comprising a service not specified or provided for in the pilotage charges the following charges shall be payable £162.00

5.6 **ETA Surcharge**

- a. For a vessel which fails to give the compulsory notice of her ETA or which fails to arrive within two hours either side of her compulsory ETA and increase of 25% of the applicable pilotage and shipping and/or landing dues, or a minimum charge of £107 will be applied
- b. For a vessel which fails to give an ETA an increase of 100% of the applicable pilotage and shipping and/or landing dues.

Note: A vessel which does not give an ETA until within two hours of her time of arrival will be deemed to have given no ETA.

5.7 ETD Surcharge

- a. For a vessel which fails to give the compulsory notice of her ETD or which fails to depart within two hours either side of her compulsory ETD an increase of 25% of the applicable pilotage and shipping and/or landing dues, or a minimum charge of £107 will be applied

Note. An award vessel which, having arrived at her destination, expects to leave in less than the time required for notice to be given for the further services of a pilot, will be exempted from payment of a surcharge if she orders her next pilot as soon as she is secure alongside.

5.8 Dover

If a pilot boards or lands from a vessel off Dover there will be a charge applied plus a charge for the services of the Dover launch, in addition to the MP Pilots charge within the authority limits.

£257.00

This charge will be applied for a Medway Pilot joining or landing from a vessel at Felixstowe

5.9 Pilotage – Tugs & Tows

The Pilotage charges for tug and tows is based on the combined length overall of the tug and tow, as defined in Medway Ports Rules on Tug & Tows, and on the deepest draft.

5.10 Fee for Services of an Additional Pilot

where circumstances dictate that the services of a second or additional pilot are required a fee will be applied twice the relevant pilotage rate

5.11 Fees for the Issue, Examination and Renewal of Pilotage Exemption Certificates

Pilot Exemption Certificates are issued for named individuals, named vessels, designated areas and specific companies. Consequently it will not be allowed for any individual to hold more than one Pilot Exemption Certificate at any time. However, the exemption can have a number of vessels providing they are for the same Company.

- | | | |
|----|---|---------|
| a. | Issue of a pilotage exemption certificate by written application for part or parts of the Pilotage District | £125.00 |
| b. | Issue or failure of a pilotage exemption certificate by examination for one or more areas of the pilotage district | £323.00 |
| c. | Annual renewal of a pilotage exemption certificate, and additions requiring new certificate | £125.00 |
| d. | Change or addition to pilotage exemption certificate, not requiring new pilotage exemption certificate | £35.00 |
| e. | There shall be a pilot exemption certificate charge per movement for vessels of 100m or over in length payable monthly in arrears. The charge will be levied at 20% of the current pilotage charge applicable to the vessel. | |

5.13 Pilotage Exemption Certificate Usage Charge

Medway Ports reserve the right to make a charge for the use of pilotage exemption certificates for vessels of less than 100m in length in accordance with Section 10(3) of the Pilotage Act 1987.

PART 6
RAIL TERMINAL TARIFF

6.1 Rail Access Charge

Thamesteel sidings into Port of Sheerness and back - £357.36 per movement.

6.2 Rail Cargo Dues – for all cargo loaded or discharged via rail wagons

General Cargo - £1.53 per mt* loaded or discharged

Cars - £2.15 per unit loaded or discharged

*metric tonne

Rail Cargo Dues will be levied in addition to charges for cargo handling services at the Rail Terminal.

Rail Terminal Cargo Handling Charges are available on request from the Marketing Department.

Part 7
OTHER MARINE CHARGES – CHATHAM DOCKS

7.1	Removal/replacement of Caisson between Basins 2 and 3	£1243.50 + ancillary services at cost
7.2	Casual berth rental per day or part thereof (N.B. A day is 0001-2400 hours)	£112.70
	Out of hours overtime charge (Normal Hours: 0600-2200 Mon-Fri)	On application
7.3	Fresh water to ships	£3.30 per ton (minimum charge £33.00)
7.3.1	For fresh water supplies, a connection charge will will be made in addition to the minimum charge	£28.18
7.4	Open Space Storage	On application
7.5	Reception Facilities for Garbage - As required under The Merchant Shipping (Prevention of Pollution by Garbage) Regulations 1988. A steel waste container, clearly marked <u>For Ships' Use only</u> will be provided at all Berths. Clearly marked yellow bins are also supplied for category A food waste.	
	A charge per vessel, per visit	£47.00 plus V.A.T.
	Medway Ports reserve the right to make an additional charge for the improper use of the above detailed waste facilities, or in the event of legislative changes.	
	Additional refuse skips can be hired	P.O.A

All rates shown are exclusive of VAT which will be charged at prevailing rate where applicable.

RATE 1

N.E. SPIT TO MEDWAY BUOY OR VICE VERSA

DRAUGHT Metres		LENGTH GROUPS Metres											
		A	B	C	D	E	F	G	H	I	J	K	L
From	To	£	£	£	£	£	£	£	£	£	£	£	£
0.01	4.00	261	289	289	339	389	555	596	753	929	1023	1123	1218
4.01	5.00	323	338	339	390	440	606	648	805	981	1081	1185	1286
5.01	6.00	399	410	413	454	504	670	712	869	1045	1150	1260	1367
6.01	7.00	516	516	516	562	612	777	820	977	1152	1266	1385	1503
7.01	8.00	619	619	643	705	757	922	964	1122	1295	1422	1554	1686
8.01	9.00	674	731	752	816	864	1032	1074	1231	1406	1542	1683	1826
9.01	10.00	735	791	813	877	927	1094	1135	1293	1469	1610	1757	1906
10.01	11.00	903	958	983	1048	1096	1264	1304	1463	1638	1794	1955	2122
11.01	12.00	1089	1145	1164	1230	1277	1446	1488	1645	1821	1992	2169	2354
12.01	13.00	1188	1252	1266	1332	1381	1547	1589	1745	1921	2100	2286	2481
13.01	14.00	1245	1312	1327	1399	1450	1624	1674	1839	2023	2211	2406	2611
14.01	15.00	1306	1375	1392	1470	1524	1707	1764	1937	2130	2328	2533	2748
15.01		1367	1440	1457	1543	1599	1791	1857	2038	2241	2449	2663	2890

RATE 2

MEDWAY BUOY TO SHEERNESS IOG AND SALT PAN AND VICE VERSA

DRAUGHT Metres		LENGTH GROUPS Metres											
		A	B	C	D	E	F	G	H	I	J	K	L
0.01	4.00	145	192	206	288	294	312	461	504	556	581	609	661
4.01	5.00	153	192	227	305	311	342	491	534	586	612	643	698
5.01	6.00	164	200	239	325	333	372	521	566	617	645	679	736
6.01	7.00	171	219	267	353	364	403	554	599	650	679	716	777
7.01	8.00	228	283	303	389	402	439	590	633	685	717	757	821
8.01	9.00	310	309	329	415	425	465	614	658	710	744	785	852
9.01	10.00	327	327	346	430	443	482	631	674	729	763	807	875
10.01	11.00	355	355	373	458	470	509	658	702	754	789	834	905
11.01	12.00	383	383	403	486	497	537	687	730	782	819	867	941
12.01	13.00	401	401	420	505	518	560	706	749	804	842	892	968
13.01	14.00	424	424	443	530	544	587	735	780	839	879	931	1010
14.01	15.00	447	447	467	556	570	616	766	813	874	916	971	1054
15.01		473	474	495	584	599	647	799	849	913	957	1016	1102

RATE 3

**MEDWAY BUOY TO OAKHAMNESS KNPS CHATHAM ROCHESTER
THE SWALE AND VICE VERSA**

DRAUGHT Metres		LENGTH GROUPS Metres											
		A	B	C	D	E	F	G	H	I	J	K	L
From	To	£	£	£	£	£	£	£	£	£	£	£	£
0.01	4.00	210	266	293	380	404	484	668	747	852	900	955	1036
4.01	5.00	222	266	326	424	446	524	711	789	895	945	1003	1088
5.01	6.00	240	297	360	468	489	569	753	833	938	992	1053	1143
6.01	7.00	276	339	397	531	551	630	817	896	999	1057	1124	1219
7.01	8.00	395	462	490	609	629	707	898	973	1078	1141	1215	1318
8.01	9.00	513	522	552	668	687	769	954	1034	1139	1206	1285	1394
9.01	10.00	551	559	588	706	727	807	993	1070	1176	1246	1328	1441
10.01	11.00	636	645	675	793	811	893	1060	1156	1260	1336	1426	1547
11.01	12.00	725	735	764	882	903	981	1169	1246	1352	1435	1531	1662
12.01	13.00	782	788	818	938	957	1037	1222	1302	1406	1492	1593	1729
13.01	14.00	823	830	861	984	1005	1089	1277	1361	1470	1560	1667	1809
14.01	15.00	867	874	906	1033	1054	1142	1335	1422	1537	1632	1745	1893
15.01		914	922	955	1085	1108	1200	1397	1489	1609	1709	1828	1983

RATE 14

SUNK TO MEDWAY BUOY AND VICE VERSA

		LENGTH GROUPS Metres																								
DRAUGHT Metres	A		B		C		D		E		F		G		H		I		J		K		L			
	From	To	£		£		£		£		£		£		£		£		£		£		£		£	
7.01	8.00	960		978	1024	1145	1223	1469	1588	1825	2087	2277	2477	2688												
8.01	9.00	1072		1146	1189	1317	1389	1640	1757	1992	2256	2460	2674	2902												
9.01	10.00	1169		1244	1286	1410	1485	1734	1852	2091	2352	2565	2788	3025												
10.01	11.00	1427		1502	1547	1671	1743	1995	2112	2348	2611	2845	3090	3353												
11.01	12.00	1708		1780	1821	1949	2022	2274	2393	2628	2891	3148	3418	3708												
12.01	13.00	1862		1954	1980	2106	2179	2430	2547	2783	3047	3317	3600	3906												
13.01	14.00	1952		2049	2076	2212	2289	2552	2681	2928	3205	3489	3786	4108												
14.01	15.00	2048		2149	2178	2323	2404	2680	2821	3081	3372	3670	3981	4320												
15.01		2147		2252	2283	2439	2523	2814	2967	3240	3545	3858	4184	4540												

Notes: 1 Vessels of under 8 metres draught should be served from N E Spit. A 100% surcharge will be applied to the total pilotage invoice if the vessel is served at the Sunk and the maximum draught is established to be under 8.0 metres. This will apply effective from the time that the revised charts are published by the Port of London Authority.

RATE 99 (LSH)

IN E SPIT TO THE MEDWAY BUOY VIA LONG SAND HEAD AND VICE VERSA

DRAUGHT Metres		LENGTH GROUPS Metres											
		A	B	C	D	E	F	G	H	I	J	K	L
From	To	£	£	£	£	£	£	£	£	£	£	£	£
0.01	4.00	378	422	418	531	600	833	936	1154	1401	1533	1673	1815
4.01	5.00	465	466	496	607	678	909	1014	1233	1479	1618	1765	1915
5.01	6.00	565	564	587	698	770	1001	1105	1325	1571	1718	1873	2032
6.01	7.00	736	736	742	854	924	1155	1258	1478	1725	1885	2053	2228
7.01	8.00	892	906	948	1058	1130	1359	1463	1684	1929	2106	2293	2488
8.01	9.00	992	1063	1100	1216	1284	1518	1621	1840	2086	2276	2476	2687
9.01	10.00	1082	1153	1191	1303	1374	1606	1710	1930	2175	2374	2581	2801
10.01	11.00	1323	1393	1433	1546	1615	1848	1951	2171	2416	2634	2863	3106
11.01	12.00	1584	1652	1690	1805	1873	2107	2211	2432	2677	2917	3168	3437
12.01	13.00	1728	1814	1837	1953	2020	2254	2356	2576	2820	3072	3335	3619
13.01	14.00	1812	1902	1926	2051	2121	2367	2479	2711	2967	3231	3508	3806
14.01	15.00	1900	1994	2021	2154	2228	2486	2610	2853	3122	3399	3689	4003
15.01		1992	2090	2118	2261	2338	2609	2745	3000	3282	3574	3878	4207

BOARDING & LANDING CHARGES 2010

THE RECOGNISED BOARDING AND LANDING STATION FOR MEDWAY PILOTS SHALL BE AT THE NORTH EAST SPIT

	NE Spit, Warps or Great Nore, Sunk and Medway Buoy, Dover etc.	SUNK	Little Nore, Sheerness Garrison Point, Kethole Buoys, Washer Wharf, Swatch, Saltpan etc	IOG and Oness
LOA	£	£	£	£
Up to 75m	170	173	101	105
75.01 to 100m	213	218	135	105
100.01 to 125m	255	260	189	105
125.01 to 150m	298	304	220	116
150.01 to 175m	340	347	255	130
175.01 to 200m	382	390	289	149
200.01 to 225m	426	434	323	164
225.01 to 250m	468	478	356	183
250.01 to 275m	523	534	391	200
275.01 to 300m	553	564	426	216
above 300m	593	605	458	234