



SCHEDULE OF CHARGES 2024



portoftyne.co.uk

This Schedule of Charges ("Schedule") contains information relating to the Port of Tyne Authority's charges:

For information on all charges please contact the Port of Tyne Authority:

Port of Tyne Authority
Tel: +44 (0)191 455 2671

Maritime House
Email: commercial@portoftyne.co.uk

Tyne Dock
South Shields NE34 9PT

For further information regarding operational pilotage or any navigational advice, please contact the Port of Tyne Authority's Harbour Master:

Port of Tyne Authority
Tel: +44 (0)191 257 0407

Neville House
(24 Hours)

Bell Street
North Shields NE30 1LJ

Information about the Port of Tyne is also available on the internet. The Port of Tyne's website address is www.portoftyne.co.uk.

In addition to the Port of Tyne Authority's statutory powers, its Standard Terms and Conditions apply in all instances where there is no separate written contract.

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STATUTORY BASIS FOR CHARGES

Ship, Passenger and Goods Dues

The powers of the Port of Tyne Authority ("the Authority") as Statutory Harbour Authority ("SHA") to charge such "ship, passenger and goods dues" as it considers "fit" is vested in the Authority by the Harbours Act 1964 section 26(2). This power is subject to a right of objection to the Secretary of State for Transport under section 31 of that same Act.

The Authority has an additional power to levy such dues as it thinks fit in respect of 'any floating manufactured article' (not being a 'ship' within the meaning of the 1964 Act) entering, using or leaving the Port of Tyne vested in it by the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968, article 49. This power is also subject to a right of objection to the Secretary of State for Transport under section 31 of the Harbours Act 1964.

Non-payment of charges

By virtue of the Harbours Docks and Piers Clauses Act 1847 section 44, the Authority may recover rates payable to them in respect of a Ship by distraint and sale of the Ship and its tackle. Under section 45 of the same Act the Authority is empowered to recover rates due to them in respect of any Goods by distraint and sale either of those Goods or any other Goods held on Port of Tyne premises belonging to the person/s liable for payment of the dues.

In addition, section 43 of the same Act permits the Authority to recover up to three times the value of unpaid rates, if the Master of any Vessel or the owner of any Goods, evades payment of those rates (or part of them).

Other charges (except pilotage)

The Authority has a range of additional charging powers contained in the local harbour legislation which applies to it, including its power as SHA to charge for the services and facilities it provides vested in the Authority by the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968, article 50. There is no statutory right of objection to the Secretary of State against such charges, but the Harbours Act 1964, section 27 requires them to be 'reasonable'.

Pilotage charges

The Authority's power as Competent Harbour Authority ("CHA") to charge pilotage charges is vested in the Authority by the Pilotage Act 1987, section 10. This power is subject to a right of objection to the Secretary of State for Transport under section 31 of the Harbours Act 1964 (as amended by section 10 of the Pilotage Act 1987).

The Authority reserves the right to plan the sequence of pilotage/non-pilotage moves as directed by the Harbour Master, taking into account the size of Ships, tidal circumstances and the availability of pilots.

The charges in this Schedule are subject to alteration and revision at any time.

Details correct at time of print:
14th November 2023.

1. CONSERVANCY

CONSERVANCY

COMMERCIAL VESSELS (APART FROM AS EXPRESSLY LISTED BELOW)

RATES CHARGED ON ENTRY TO STATUTORY PORT LIMITS	Conservancy dues* on all Commercial Vessels (Subject to a minimum charge of £405) £/GT
All Commercial Vessels entering the Statutory Port limits.	0.75
Commercial Vessels entering the Tyne for refitting or repair at a recognised repair facility, where the total stay is for 10 days or less	0.32
Commercial Vessels entering the Tyne for refitting or repair at a recognised repair facility, where the total stay is for greater than 10 days	0.59

FISHING VESSELS AND VESSELS ENGAGED IN DREDGING ACTIVITIES

Rates charged on entry to Statutory Port Limits	Conservancy dues* £/GT
Fishing Vessels	0.75
Vessels engaged in dredging activity	0.75

Conservancy dues on fishing Vessels are capped at a maximum charge of 7 trips per quarter.

Conservancy dues on Vessels engaged in dredging activity are capped at a maximum charge of 3 trips per 24 hours (with a 24 hour period running from the time the vessel enters the Statutory Port Limits for trip 1).

BARGES / OIL DRILLING RIGS , ETC.

Rates charged on entry to Statutory Port Limits	Conservancy dues* £/GT
Barges	1.15
Oil Drilling Rigs, etc	1.15

RIVER VESSEL CHARGES

Pleasure Vessels

Pleasure Vessels are subject to an annual conservancy due¹ of £120 per craft, inclusive of VAT.

Where a Pleasure Vessel is a member of a recognised boat club and the annual conservancy due is collected and centrally administered by the club, a concessionary conservancy due of £73 per craft, inclusive of VAT, applies.

The annual conservancy due is applied to an individual Pleasure Vessel and may be transferred to a new Pleasure Vessel owner by notifying the Authority, but not to a different Pleasure Vessel.

Conservancy dues are waived in the following circumstances:

- Visiting Pleasure Vessel staying for less than 14 days
- Pleasure Vessel launched and recovered each day

Pleasure Vessels are Vessels of less than 20m in length, used solely for leisure purposes and not for hire or reward.

Where a Pleasure Vessel stays for between 14 days and a maximum of 3 months a 50% discount shall apply to the above rates.

A full charge shall apply for Pleasure Vessels stays of greater than 3 months.

Where a Vessel (of up to 20m in length), is predominantly used for pleasure, but engaged for occasional hire or reward (occasional shall mean not more than 25% of use is for hire or reward),

the Authority (at its discretion) will consider if it agrees to an annual due of double the above Pleasure Vessel rates being applied instead of the published conservancy dues applicable to Commercial Vessels.

Any person wishing to enquire as to whether this concession can be applied to their Vessel should contact the Harbour Master's office in advance of undertaking any commercial activities with the Vessel.

Commercially operated tugs and passenger Vessels with a permanent place of mooring on the River Tyne

A discretionary concessionary annual conservancy due is applied (at the discretion of the Authority) to a Commercial Vessel that is based on and has a permanent place of mooring on the River Tyne which is either:

- commercially operated to provide passenger trips only within the River Tyne; or
- a tug that is operated by a towage provider licenced by the Authority.

The applicable rates are payable annually in advance, based on the Vessel length overall in metres:

Less than 15m	£256
15m to 30m	£770
31m to 50m	£1,526

1. Conservancy dues for Pleasure Vessels are a Ships Due for visiting the Port of Tyne and levied under section 26 of the Harbours Act or where they relate to a Vessel which is not a 'Ship', article 49 of the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968.

CONSERVANCY

For any Commercial Vessel, falling within the above description and arriving at the Port of Tyne during the year, the rate shall (at the discretion of the Authority) be reduced by 25% for each quarter of the year that has passed.

If confirmation of classification is required, please contact the Authority, whose decision on the classification is final.

For all other Commercial Vessels operating on the River Tyne, the published conservancy dues and if applicable additional Ships dues contained in the 'Ships Dues' section above shall apply.

* Conservancy dues in this section (river vessel charges) are a Ships Due for visiting the Port of Tyne and levied under section 26 of the Harbours Act 1964 or where they relate to a Vessel which is not a 'Ship', article 49 of the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968.

International Ships and Port Facility Security Code (ISPS) Security Charge

Vessels visiting Port of Tyne owned and operated berths will be subject to an ISPS Security Charge of £97 per visit, which contributes to security services and infrastructure costs incurred by the Authority associated with ISPS Compliance.

This charge will not apply to Vessels less than 500 GT or Royal Naval Warships and warships of other sovereign states.

The ISPS Security Charge excludes Vessels requiring extended layby and passenger Vessels - these charges may be obtained from the Authority's Commercial Department.

Welfare Levy

Commercial Vessels visiting the Port of Tyne will be charged a voluntary Welfare Levy which contributes to the welfare of seafarers serving on Vessels visiting the Port of Tyne.

All parties have the option to decline the opportunity to contribute and will be credited accordingly. The Welfare Levy charge will be applied for a Vessel's first 10 visits to the Port of Tyne in each calendar year.

The Authority will contribute £0.50 for every £1.00 collected from Vessels. More information on the Welfare Levy, including its application and distribution of funds, may be obtained from the Harbour Master.

Gross Tonnage	Welfare Levy (per visit)
Less than 7,000	£31
7,000 - 20,000	£38
20,000 and over	£44

River works licence

In the exercise of their statutory powers as conservators of the tidal reaches of the River Tyne, the Authority is required to approve any proposed works in, on, over or under the river to the level of Mean High Water Springs.

A charge of £629 is applicable for a River Works Licence with General Conditions. Charges for more complex applications which require Special Conditions will be provided at the time of application.

River Works Licences will be valid for two years.

The issue of a River Works Licence does not absolve the applicant from seeking any other consents or approvals which may be required before commencement of the works to which it refers.

Further information on this can be obtained by contacting the Harbour Master.

Special transportations / marine projects / events

Consultancy support for special projects, non-routine marine transportations or the staging of public or private events shall be charged at an hourly rate of £249 per hour of part thereof.

Organisers of such projects are recommended to discuss the level and basis for charging at an early stage in the planning process.

Where authority owned vessels are required to support special transportations, marine projects, or events, these shall be charged in accordance with pilot and workboat hire charges

Notices to Mariners

When the nature of projects, river works or events necessitates the issue of a Notice to Mariners, this will be produced and promulgated by the Authority with a charge applicant / event organiser at a rate of £249, irrespective of the area of River Tyne affected.

Applicants should ensure that a minimum of 10 working days notice is provided.

A 50% surcharge will be applied to this charge when a period of less than the minimum period of notice is provided.

Marine administration charges

When the Authority performs services which should, more properly, be transacted by the appointed shipping agent, an administration charge of up to £249 for each activity will be raised. Activities which may attract such charges are, for example, those intended to avoid a delay to a Vessel in circumstances when the Agent cannot be contacted. This charge also applies when movement, pilotage and PEC notifications are submitted that are not in the correct format or are incomplete, including CERS (Central European Reporting System) mandatory reporting data.

A lesser charge of £48 is applicable should minor intervention be required as a result of inaccurate booking data being submitted which necessitates telephone clarification.

Any company wishing to provide line handling services must obtain a license to do so. This license is valid for a period of 12 months and must be renewed annually. Issue of a licence will be subject to an audit. License fee £753 per annum. Should a repeat audit be required, the charge will be £249 per hr.

Tugs are required to be licensed to operate within the Port. A license will be issued by the Port for each tug once they have completed a successful audit. License fee - £753. Should a repeat audit be required, the charge will be £249 per hr.

2. PILOTAGE

PILOTAGE

Pilotage in the Port of Tyne is compulsory with certain exemptions, subject to the provisions Pilotage Directions issued on 20th March 2023 and available from Marine Information - Resources section of the Port of Tyne Website
www.portoftyne.co.uk.

INWARD AND OUTWARD

The charges below apply in respect of each act of pilotage.

SHIPS - BASED ON THE GT OF THE SHIP INWARD OR OUTWARD ACT		
GT	Total Rate £ / GT	Minimum Rate (£)
UP - 3,600	0.219	294
3,601 - 7,000	0.157	779
7,001 - 10,000	0.143	1,103
10,001 - 13,000	0.139	1,415
13,001 +	0.137	1,773
OIL RIGS UNDER TOW - BASED ON THE GROSS TONNAGE (GT) OF THE OIL RIG AND TOWING VESSEL		
	as above	as above
BARGES (SELF PROPELLED OR UNDER TOW) - LUMP SUM INWARD OR OUTWARD ACT		
GT	Laden / unladen	Total lump sum (£)
UP to 20,000	Unladen	1,288
UP to 20,000	Laden	2,198
20,001 +	Unladen	2,759
20,001 +	Laden	3,654

MOVEMENTS WITHIN THE PILOTAGE DISTRICT

MOVEMENTS WITHIN THE PILOTAGE DISTRICT - PER MOVE		
SHIPS - BASED ON THE GT OF THE SHIP		
Total rate £ / GT	Minimum charge £	
0.106	291	
OIL RIGS UNDER TOW - BASED ON THE GT OF THE OIL RIG AND TOWING VESSEL		
as above	as above	
BARGES (SELF PROPELLED OR UNDER TOW) - LUMP SUM		
GT	Laden / unladen	Total lump sum(£)
UP to 20,000	Unladen	586
UP to 20,000	Laden	1,467
20,001 +	Unladen	1,467
20,001 +	Laden	2,340

Where a Vessel does not have a recognised GT, please contact the Authority's Commercial Department in respect of applicable charges.

PILOTS NATIONAL PENSION FUND (PNPF) LEVY

The above published charges for pilotage include a 14% PNPF Levy.

PILOTAGE EXEMPTION CERTIFICATE (PEC) USAGE CHARGES

Ships navigating within the Tyne

Pilotage District under the pilotage of a Deck Officer who is the holder of a PEC will be charged 10% of the applicable pilotage charge set out above for each act of pilotage.

	£
PEC examination	581 (each examination & resit)
PEC issue	433 (first issue & re-issue)
Annual PEC renewal	249
Authorised pilot PEC assessments	Applicable pilotage charge

PEC ADMINISTRATION CHARGES

Ships navigating within the Tyne Pilotage District under the pilotage of an Authorised Pilot whilst a PEC applicant is completing the required qualifying will be charged the full applicable pilotage charge.

Ships navigating within the Tyne Pilotage District under the pilotage of an Authorised Pilot, beyond the river section for which the PEC is held, will be charged the full applicable pilotage charge.

On completion of the qualifying criteria, applicants for a new PEC or an extended PEC, shall undergo an assessment with an Authorised Pilot to verify local knowledge and competence prior to the PEC being issued.

PEC holders shall undergo an assessment with an Authorised Pilot every two years.

OTHER PILOTAGE CHARGES

Fuel surcharge

A fuel surcharge may be applicable during times of excessive fuel costs.

These will be monitored regularly and reduced accordingly should future fuel costs fall.

Cancellation

The full applicable pilotage charges will apply if a confirmed order is cancelled with less than 2 hours' notice of a confirmed ETA / ETD. All cancellation notifications must be made in writing.

Variation to confirmed orders

Pilots will be allocated in response to a confirmed order. Once the pilot has been allocated, changes made outside of 2 hours of the confirmed order time shall incur a charge of £249, or loss of provision of service.

ETA & ETD surcharges

A surcharge of 25% will be applied for ordering of pilotage services with less than the 2 hours' notice of the ETA / ETD.

Attendance

The applicable pilotage charge will apply if a pilot attends the Ship and is no longer required or is unable to conduct the Vessel for reasons other than of the Authority's making.

Unsafe pilot ladders / boarding arrangements

The applicable pilotage charge will apply if a pilot refuses to board a Ship because, in the opinion of the pilot, the pilot ladder or other boarding arrangements are, or are likely to be, unsafe.

Delays

In addition to the applicable pilotage charges, a charge of £249 per hour or part thereof will be applied if the Ship is not ready to move within 30 minutes of the time for which the pilot was ordered. This charge will be applied to delays of up 2 hours after which the pilot may be withdrawn by the Authority requiring a new order to be placed.

PILOTAGE

Extended Service

In addition to the applicable pilotage charges, any pilotage service in excess of three hours duration will be charged at the rate of £249 per excess hour or part thereof.

Detention

In addition to the applicable pilotage charges, a detention charge of £249 per hour or part thereof will be charged if a pilot is unreasonably detained or requested to remain on a Ship after the act of pilotage has been completed.

Second pilot

In addition to the applicable pilotage charges, where a second pilot is required, a charge of £249 per hour or part thereof will be charged. A minimum charge of four hours is applicable to special transportations and towage operations.

Moving from the River Tyne to an anchorage

In addition to the applicable pilotage charge, a charge of £249 per hour or part of an hour will be charged commencing when the Vessel passes beyond the piers.

Ships unable to reach their destination in the Tyne Pilotage District

In all cases when a Ship is unable to reach her destination for any cause whatsoever and has to be moored or anchored, the place where she is moored or anchored shall be deemed her destination and any further services rendered shall be charged as additional acts of pilotage.

Pilots carried outside the Tyne Pilotage District

Owners / agents requiring a pilot to remain on board a Ship and proceed to an alternative UK or European port to leave the Ship, whether planned or unplanned, or for reasons of safety or unforeseen circumstances, will be liable for an additional charge.

In addition to the applicable pilotage charge, an overcarriage charge of £249 per hour or part thereof will be charged (with a minimum of 12 hours) from the time the pilot leaves the seaward limit of compulsory pilotage aboard the Vessel, until the pilot's arrival back at the pilot's base station. In addition, all repatriation and arrangement costs are to be met by the agent / operator. Although pilots may board or disembark a Ship outside the Tyne Pilotage District, no acts of pilotage will take place unless and until the Ship is inside the Tyne Pilotage District.

Dredgers

Dredgers working in the river shall be charged the full applicable pilotage charge. Operational advice on dredging can be obtained from the Harbour Master.

Meetings

Where a Pilot, the Harbour Master, his Deputies are required / requested to attend a meeting relating to movement of Vessels a charge of £249 per hour or part thereof will be charged at the discretion of the Harbour Authority.

Compass adjusting If the Vessel is under the pilotage of an Authorised Pilot when the compasses (and/or nav aids) or compass of a Ship are adjusted (or calibrated), £249 will be charged.

Liability

The Authority employs pilotage resources to provide a high level of service. However, there will be a limited number of occasions when, for operational reasons, a pilot is not immediately available. The provision of pilotage services is accordingly subject to availability, and the Authority does not accept any responsibility for any delay, damage, economic loss or other losses attributable to the lack of a pilot in such circumstances.

3. SHIPS, GOODS & PASSENGER DUES

SHIPS DUES

Rates are charged on GT and apply to all Commercial Vessels, as defined in the Standard Terms and Conditions.

COMMERCIAL VESSELS

RATES CHARGED ON ENTRY TO STATUTORY PORT LIMITS	Additional Ship Dues* for Commercial Vessels berthing at Port of Tyne berths £/GT	Supplementary Ships Dues* for Commercial Vessels berthing at Riverside Quay East £/GT
All Commercial Vessels entering the Statutory Port limits.	1.05	0.77

SHIPS DUES

Notes: All the above charges are payable by the Vessel

1. Commercial Vessels discharging and loading cargo at Port of Tyne berths pay the additional Ships dues for each cargo carrying journey.
2. The Authority reserves the right to the final decision on any Commercial Vessel's tonnage calculation and the interpretation of all aspects of the above charges on Commercial Vessels. Where a Commercial Vessel does not have a recognised GT, please contact the Authority's Commercial Department for confirmation of charging arrangements.
3. If a Commercial Vessel moves from a non-Port of Tyne berth, to a Port of Tyne berth, or between Port of Tyne berths the additional Ships dues above are payable.
4. Conservancy dues and additional Ships dues at the rates above will be levied again on every Commercial Vessel using the Port of Tyne after the expiration of seven days from the date of entry and then for each period of seven days or part thereof until departure. This shall not apply to Vessels loading or discharging in excess of 20,000 tonnes of cargo, where sustained and ongoing cargo operations continue beyond the seven-day period.
5. Commercial Vessels berthing at Riverside Quay East at the Port of Tyne pay the supplementary Ships dues in addition to the additional Ships dues and conservancy dues

BERTH CHARGES

BERTH CHARGES	
In addition to the applicable published conservancy dues and additional Ships dues, where a Vessel utilises a Port of Tyne berth for layby, refuge, repair, crew changes etc	£0.14/GT per 24 hours or part thereof (subject to a minimum charge £240 per day)

GOODS DUES

Type of Goods	Charge (£ / tonne of cargo or cubic metre of cargo unless otherwise expressly stated)
Iron and steel – billets, bars, slabs, coils, plates and wire rod / rope	£1.58 per tonne
Iron and steel – tubes and pipes	£2.29 per tonne
Scrap metal and other recycled materials including RDF	£2.35 per tonne
Machinery and mechanical appliances (including offshore equipment and fabricated structures)	£4.84 per tonne/cubic metre (greater of)
Packaged timber	£1.67 per cubic metre
Panel products including chipboard, USB, plywood and MDF	£2.16 per tonne
Aggregates, coal, petroleum coke	£0.96 per tonne
Biomass pellets, animal feed stuffs, fertilisers, grains	£1.86 per tonne
Bulk chemicals in bulk/bags	£2.35 per tonne
Offshore flexible pipe & umbilical reels	£6.24 per tonne/cubic metre (greater of)
Bunkers, delivered by Vessel	£1.81 per tonne
Trade vehicles	£14.45 per vehicle
Sea dredged aggregates	£0.28 per tonne
Vehicles - Ferry and RoRo Vessels Passenger cars Coaches Accompanied lorries Unaccompanied lorries	£6.02 per car £36.12 per coach £28.90 per unit £24.08 per unit
Other commodities	On application to the Authority's Commercial Department, subject to a maximum charge of £18.06 per tonne or CBM (greater of)

When transhipments of Goods occur within the Statutory Port Limits direct from Commercial Vessel to Commercial Vessel, Goods dues are only payable in respect of the unloading of those Goods from the Commercial Vessel that was carrying them immediately before the transhipment began. Additional Goods dues

are payable if those Goods are also loaded or unloaded from any Commercial Vessel at a Port of Tyne berth or private berth within the Statutory Port Limits.

Subject always to the appropriate declaration being made.

GOODS DUES

Goods dues are payable to the Authority on all Goods (except those which are exempt) discharged from, or loaded to, any Commercial Vessel within the Port of Tyne, and whether discharged or loaded at the Port of Tyne berths or at private facilities.

Exemptions from Payment of Charges

Exemptions from conservancy charges on goods are allowed if the goods are:

- a. transhipped in the port direct from ship to ship and consigned to another port or place, in which case the full inward charge only is incurred
- b. bona fide returned goods
- c. returned pallets and empty containers, casks, cases, bags, reels etc.
- d. unprocessed fish of a ship's own catching brought into the port direct from the fishing grounds.

PASSENGER DUES

Passenger Dues

£1.20 per passenger per embarkation or disembarkation.

4. OTHER CHARGES

OTHER CHARGES

Mandatory Waste Charge

Vessels visiting Port of Tyne owned and operated berths are subject to a Mandatory Waste Charge of £142 per Ship.

The charge provides Vessels with either a wheelie bin or closed skip for the Vessel's garbage only (this excludes oily rags and any other contaminated waste). The maximum volume of waste covered by the Mandatory Waste Charge is 1mt or 1cbm per Vessel.

Any additional quantities of waste will be invoiced at £241 per tonne, or part thereof. A separate haulage charge of £181 per skip will be levied.

Vessels must arrange the collection and disposal of all other types of waste directly with a licensed waste contractor.

A full copy of the Port of Tyne's Waste Management Plan can be found in the environment section of the Port of Tyne's website: www.portoftyne.co.uk

Bunkers delivered by road tanker

For the delivery of bunkers to a Vessel by road tanker at a Port of Tyne operated berth, a facility fee of £60 per road tanker delivery shall apply. Such charges are to be invoiced to the account of the receiving Vessel, unless alternative arrangements are agreed in advance.

Fresh water

For fresh water provision for visiting Vessels the following charges shall apply

Shoreside connection	£89
Shoreside disconnection	£89

Where a connection/disconnection is required on a Public Holiday or outside of the hours of 06.00 – 18.00 Monday to Friday, and subject to availability, a 50% premium shall be applied to the above charge

Supply of fresh water:
£6.67 per tonne of water or part thereof

Fresh water supply for land based operations:
Price on application.

Cancellation Charges

Notice of Cancellation and the reason for it must be provided in writing by the Cruise Line or Agent.

Cancellation charges for Other Charges and Ancillary Services are as follow:

72 hours' notice will incur 25% charges

48 hours' notice will incur 50% charges

24 hours' notice will incur 75% charges

In cases of Force Majeure where less than 2 hours' notice has been provided, 25% of charges will be applicable, to recover fixed costs.

5. ANCILLARY SERVICES

ANCILLARY CHARGES

The following ancillary services can be arranged subject to availability and appropriate notice, typically by noon on the prior working weekday:

Forklift truck, plant and equipment hire

Up to 5 tonne Forklift Truck and operator	POA
Hire of reach stacker, high capacity forklift truck, tugmasters and trailer	POA

Labour

Stevedoring labour	POA
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Crane hire

Crane hire for cranes at the Tyne Dock berths	POA
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Gangway hire

Gangway hire, not including rigging (12m, 14.5m, 20m North side berths) (3m, 9m 20m South Side Berths)	POA
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Weighbridge – Tyne Dock Site Only

Weighbridge	POA
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Storage

The Port of Tyne operates various transit warehouses and open storage areas
 Price on application

Swing Bridge charge

Vessels moving upriver passing through the Swing Bridge will pay a charge of £785 per bridge swing. Between 2030-0800 hours, and on a Sunday and public holidays, an additional charge will be incurred.

Pilot boat hire charges ²

	Hourly rate	Minimum charge
Hire of duty pilot boat	POA	POA
Exclusive hire of pilot boat	POA	POA
Boarding and landing of passengers (inclusive of a limited number personal effects)	POA	POA

2 The hire of the pilot boat does not relate to acts of pilotage, i.e. it is available for hire only if it is not required for Pilotage services.

Boarding / landing additional packages or small items of spares or equipment	POA	POA
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The boarding and landing of passengers, personal effects and packages relates to a service being provided during the hire of the pilot boat (i.e., boarding and landing from / to the Vessel from / to the pilot boat). The charges do not relate to and do not include any passenger or Goods dues payable.

Workboat hire charges

	Hourly rate	Minimum charge
General duties; storing, crange, construction and diving support	POA	POA
Pushing	POA	POA
Ploughing	POA	POA
Seaward of River Tyne piers	POA	POA
Management charge	POA	POA

Additional charges apply for weekend / bank holiday and non-River Tyne locations.
Charges are applicable from commencement of mobilisation until demobilised.

Charges are based on standard Vessel crewing level. Additional manning requirements will be assessed on a case by case basis and will be charged per additional crew member, POA.

A Management Charge may be applied to workboat hire with a minimum charge of 4 hours.

ANCILLARY CHARGES

Cancellation charges

Cancellation charges are applicable to pilot boat and workboat hire.

A 50% charge will be levied for cancellations or significant variations made within 72 hours.

A 100% charge will be levied for cancellations or significant variations made within 24 hours.

Cancellation charges, or a proportion thereof, may be waived if the marine craft can be utilised elsewhere.

Hydrographic survey

1. Individual berth / locations Includes: Mobilisation/ demobilisation to site Multibeam survey data acquisition Processing of survey data Production of digital charts Electronic transmission of digital charts	POA
1.1 Production of paper charts:	POA

Notes

Survey subject to availability on a Monday to Friday basis.

A 50% surcharge will be applied for weekends / bank holidays.

Seaward of River Tyne piers – Prices available on request.

Environmental seabed surface sampling

2. Includes: Environmental management support / management charge.	POA
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Notes

Sampling subject to availability on a Monday to Friday basis.*

Additional charges apply for weekends / bank holidays and non-River Tyne locations.

A management charge is included up to a maximum of 8 hours. Any additional time will be charged, POA.

Based upon 8 hours from mobilising to demobilising.

Additional hours chargeable at standard workboat hire rate.

*Subject to sample laboratory acceptance.

Additional marine services (not provided by the Port of Tyne)

Additional services are available by contacting the following:

Mooring Services	Tyne Foyboats	Tel: +44 (0) 191 456 2070
Towage	Svitzer Marine Limited	Tel: +44 (0) 164 225 8300
Towage	SMS	Tel: +44 (0) 164 291 7777

APPENDIX 1
PORT OF TYNE
BERTHS

APPENDIX 1 – PORT OF TYNE BERTHS

The following berths are operated by the Authority. The published additional Ships dues are applicable in respect of Vessels calling to these berths:

Howdon Jetty
Howdon Yard
Northumbrian Quay
Riverside Quay
Riverside Quay East
RoRo 3
RoRo 4
Tyne Bulk Terminal
Tyne Car Terminal 1
Tyne Car Terminal 3
Tyne Car Terminal 2
Tyne Container Terminal
Tyne Dock Enterprise Park (McNulty)
Tyne Tanker Berth
Whitehill Point

REFERENCE SECTION

DEFINITIONS

In this Schedule of Charges unless the context otherwise requires:

“Authorised Pilot” means A Pilot that is authorised by the Port of Tyne.;

“Barge” includes any lighter or similar Vessel whether self-propelled or not;

“Commercial Vessel” means any Vessel which is not a Pleasure Vessel;

“Goods” includes but is not limited to, fish, livestock and animals of all descriptions;

“GT” means the gross tonnage shown on the International Tonnage Certificate (1969) issued under the provisions of the International Convention on Tonnage Measurement of Ships 1969;

“The Harbour Master”: means the means the harbour master appointed by the Authority and such individual's deputies and nominees;

“Oil Drilling Rigs, etc” means any Vessel or unit of the type listed in Lloyds Register of Offshore Units, Submersibles and Underwater Systems;

“Pleasure Vessel” means any Vessel of less than 20m in length, used solely for leisure purposes and not for hire or reward;

“Port” means the Statutory Port Limits and any Port Area;

“Port Area” means any land (whether or not covered by water) or premises leased or operated by the Authority;

“Ship”, where used as a noun, includes Vessels and every description of vessel used in navigation, seaplanes on the surface of the water and hovercraft within the meaning of the Hovercraft Act 1968;

“Standard Terms and Conditions” means the terms and conditions contained in the document called ‘Standard Terms and Conditions’ (as updated from time to time) published on the Port of Tyne's website: www.portoftyne.co.uk;

“SHA” means the Statutory Harbour Authority;

“Statutory Port Limits” means the area over which the Authority is the SHA below mean high water springs under the SHA Acts; and

“Vessel” means every description of vessel, however propelled or moved, and includes any floating of manufactured article and anything constructed or used to carry persons or goods by water without prejudice to the generality of the foregoing, includes a Ship, a hovercraft on, in or over the water; and includes a seaplane whether on or in the water.

ANNEX 1
TERMS AND
CONDITIONS

THESE TERMS AND CONDITIONS ARE MADE IN THE LIGHT OF THE UNFAIR CONTRACT TERMS ACT 1977 AS AMENDED AND THE PORT OF TYNE AUTHORITY CONSIDER THEM TO BE REASONABLE. THEY CONTAIN PROVISIONS BY WAY OF INDEMNITY AND EXCLUSION AND ALSO LIMITATION OF LIABILITY IN FAVOUR OF THE PORT OF TYNE AUTHORITY WHICH ACCEPTS NO OBLIGATION TO EFFECT INSURANCE (AND MAKE NO CHARGE FOR INSURANCE) IN RESPECT OF THE CUSTOMERS, THEIR SERVANTS, GOODS, PLANT, VESSELS OR LIABILITIES. CUSTOMERS ARE THEREFORE ADVISED TO EFFECT INSURANCE THEMSELVES.

THESE TERMS AND CONDITIONS ARE IN ADDITION TO AND NOT SUBSTITUTION OF THE RIGHTS AND POWERS OF THE PTA CONFERRED BY STATUTE AND IN PARTICULAR (BUT WITHOUT PREJUDICE TO THE FOREGOING) NOTHING IN THESE TERMS AND CONDITIONS AFFECTS OR DIMINISHES THE PTA'S ABILITY TO RECOVER UP TO THREE TIMES THE VALUE OF UNPAID RATES, IF THE MASTER OF ANY VESSEL OR THE OWNER OF ANY GOODS, EVADES PAYMENT OF THOSE RATES (OR PART OF THEM) UNDER THE HARBOURS DOCKS AND PIERS ACT 1847.

GENERAL

1. In these terms and conditions:

- (a) the following terms listed in this clause shall have the meanings given to them in this clause:
 - i. "Charges" means all amounts that are due to be paid by the Customer to the PTA (and includes all dues, charges, payments, fines, costs and expenses which these terms and conditions require to be paid by the Customer to the PTA) and shall be those published at <https://www.portoftyne.co.uk/marine-information/resources> or as otherwise advised by the PTA to a Customer from time to time;
 - ii. "Condition" means a condition contained in these Terms and Conditions;
 - iii. "Customer" includes any person who enters and/or visits the Port and/or who owns, carries, delivers or brings a Vessel, Goods and/or or Plant that comes howsoever to be at the Port;
 - iv. "Directions" means any:
 - (A) special directions given by the Harbour Master;
 - (B) the PTA General Directions; and
 - (C) the Pilotage Directions;
 - v. "Goods" include passenger luggage and personal effects, wares, merchandise, articles, cargo and things in each case of any description

whatsoever together with any Plant, package, case, pallet, container or other thing which conveys, carries, contains, encloses, protects or supports cargo or is intended or made to do so and fish, livestock and animals of all descriptions;

vi. "Harbour Master" means the harbour master appointed by the PTA and such individual's deputies and nominees;

vii. "Insolvency Event" means the Customer: stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the PTA reasonably believes that to be the case; proposes or becomes the subject of a voluntary arrangement under the Insolvency Act 1986; becomes subject to a moratorium under Part A1 of the Insolvency Act 1986 or pursuant to The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020; becomes subject to a restructuring plan under Part 26A of the Companies Act 2006; becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006; has a receiver, manager, administrator or administrative receiver

appointed over all or any part of its undertaking, assets or income; has a resolution passed for its winding up; has a petition presented to any court for its winding up or bankruptcy or an application is made for an administration order or a bankruptcy or debt relief application is made, or any winding-up or administration order or bankruptcy order or debt relief order is made against it; is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced; has a freezing order made against it; (being a company or LLP or partnership) applies to be struck off the register of companies, is dissolved or otherwise ceases to exist or (being an individual) dies; is subject to any events or circumstances analogous to those listed above in any jurisdiction, and/or takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures listed above including for the avoidance of doubt, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;

- viii. "Manifest" means (unless otherwise agreed in writing by the PTA), written confirmation of marks and number of packages, description of Goods and Plant, gross weight, any weight imbalances, cubic measurement, name of Vessel, port to which the Goods and Plant are to be shipped, port from which the Goods and Plant have arrived, any special carriage or storage requirements of the Goods and Plant and the name and address of the Customer or the Representative to whom Charges are to be rendered;
- ix. "Owner" means all persons (other than the PTA) with or claiming to have any proprietary, financial possessory or security interest, partial or otherwise, including lessors, charterers, sub-charterers, consignors, consignees, shippers, receivers, mortgagees and pledgees over the Vessel, Goods and/or Plant;
- x. "Pilotage Directions" means the pilotage directions made by the PTA under the Pilotage Act 1987 contained in the Tyne Pilotage Direction (as amended from time to time) and published on the PTA's website www.portoftyne.co.uk;
- xi. "Plant" includes any vehicle, trailer, truck, wagon machine (in each case whether or not carrying or incorporating any tank or container) or container;
- xii. "Port" means the Statutory Port Limits and any Port Area;
- xiii. "Port Area" means any land (whether or not covered by water) or premises owned, leased or operated by the PTA;
- xiv. "PTA" means Port of Tyne Authority;
- xv. "PTA Byelaws" means the Port of Tyne General Byelaws 1987 and the Port of Tyne Byelaws for the Regulation and Control of Foy Boatmen 1974;
- xvi. "PTA General Directions" means the Port of Tyne General Directions for Navigation (June 2017) (as amended from time to time);
- xvii. "Quay" means any quay, pier, jetty, berth, mooring or other place within the Port at which Vessels can load or discharge Goods and/or Plant or embark or disembark passengers or vehicles;
- xviii. "Representative" means any employee, agent, consolidator, broker, driver, contractor or sub-contractor (other than the PTA), the master or any other person having command and crew of any Vessel;

- xix. "Services" means any service, advice or facility that the PTA provides to the Customer whether any Charges are rendered or not;
- xx. "SHA" means statutory harbour authority under the SHA Acts and the Harbours Act 1964;
- xxi. "SHA Acts" means the following:
 - 1. Harbours, Docks and Piers Clauses Act 1847 (as incorporated);
 - 2. The Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968 (and any extant legislation referred to within it);
 - 3. The Port of Tyne Act 1970;
 - 4. Port of Tyne (North Shields) Fish Harbour Act 1974;
 - 5. Port of Tyne Authority (Constitution) Revision Order 1974;
 - 6. The Port of Tyne Act 1989;
 - 7. The Port of Tyne Act 1990;
 - 8. The Port of Tyne Harbour Revision Order 1998;
 - 9. The Port of Tyne Harbour Revision Order 2001;
 - 10. The Port of Tyne Harbour Revision Order 2008;
 - 11. The Port of Tyne Harbour Revision Order 2016;
 - 12. any other relevant and applicable statutes, delegated or subordinate legislation which are duly bound to be complied with;
- xxii. "Special Terms and Conditions" means any other standard terms and conditions published by the PTA or otherwise made known and/or disclosed to a Customer which are (in accordance with such terms and conditions) expressed to apply in or in relation to any specific or general circumstances, scenario or event, as specified therein;
- xxiii. "Statutory Port Limits" means the area over which the PTA is the SHA below mean high water springs under the SHA Acts;
- xxiv. "Terms and Conditions" means these terms and conditions (as updated from time to time); and
- xxv. "Vessel" means every description of vessel, however propelled or moved, and includes any floating of manufactured article and anything constructed or used to carry persons or goods by water without prejudice to the generality of the foregoing, includes a hovercraft on, in or over the water; and includes a seaplane whether on or in the water.

- (b) Headings are for ease of reference and do not form part of or affect interpretation of these Terms and Conditions.
 - (c) Where the context permits:
 - i. words in the singular shall include the plural and words in the plural shall include the singular;
 - ii. words denoting any gender include all genders.
 - (d) Use of the word 'include' or 'in particular' or any similar expressions shall not limit the sense of the words which appear thereafter.
 - (e) Any reference to 'person' includes any natural person, company, corporate or unincorporated body or other judicial person, partnership, firm, joint venture or trust and their permitted successors or assigns.
 - (f) Any reference to an act, statute or secondary legislation shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, permissions and directions made pursuant thereto.
 - (g) Where a Customer comprises of more than one entity the obligations and liabilities of those entities shall be joint and several.
- 2. The rights and powers of the PTA under these Terms and Conditions are in addition to and not substitution of the rights and powers of the PTA conferred by statute, the SHA Acts, the CHA Orders, the PTA Byelaws and the Directions each of which take precedence over these Terms and Conditions in the event of any inconsistency.
 - 3. All Customers, their servants, agents, Vessels Goods and Plant are subject to the PTA Byelaws, Directions and other regulations including any HM Customs and Excise approvals and bonds for the time being in force.
 - 4. These Terms and Conditions:
 - (a) shall apply to all legal relationships between the PTA and any Customer whether in respect of contract, bailment or licence, in particular to:
 - i. all Services provided by the PTA whether directly or indirectly to the Customer and whether at the Port or elsewhere; and
 - ii. all Customers and any Vessels, Goods and/or Plant that enter the Port;
 - (b) may only be varied in writing signed by an authorised officer of the PTA ("Valid Variation") and save for the existence of a Valid Variation no servant or agent of the PTA has authority to make any representation, waiver or variation inconsistent with these Terms and Conditions verbally or by conduct or to make any collateral contract or other arrangement to which these Terms and Conditions do not apply;

- (c) shall apply notwithstanding any terms and conditions in any Customer documentation unless and to the extent that there is a Valid Variation;
 - (d) may be altered or varied by written notice at any time by the PTA as it may consider appropriate from time to time in such manner and in such respects as the PTA may consider desirable; and
 - (e) notwithstanding sub-clauses (a), (b), (c) or (d) above, be subject to the application of any Special Terms and Conditions and, to the extent required under the terms of those Special Terms and Conditions, are incorporated into those Special Terms and Conditions.
5. The acceptance by the Customer of these Terms and Conditions:
- (a) may be express but even if not made expressly acceptance will be implied from the entry by the Customer into any legal relationship between the Customer and the PTA on the basis that these Terms and Conditions are the only terms on which the PTA are willing to enter into such relationship.
 - (b) will be deemed to have been made in the event of the entry or delivery of any person, Vessel, Goods and/or Plant into the Port and/or the submission of any written or oral application to the PTA for entry to the Port or for any Service or the use of any facility by or on behalf of any Customer. No terms and conditions whenever or however expressed which are at variance with these terms or purport to exclude or restrict any right of which the PTA would have had the benefit in contract, tort or by statute or which provides for any party other than the PTA to be indemnified against the consequences of the negligence or breach of duty, contract or statute by that party, its servants or agents or contractors shall be incorporated in any contract or other legal relation between the PTA and any other party.
6. Each Customer who avails itself of the Services or facilities of the PTA in respect of any Vessel, Goods and/or Plant warrants to the PTA that it has the authority of all persons having any title or interest in such Vessel, Goods and Plant (including any lessors of such Vessel, Goods and/or Plant) to accept these Terms and Conditions on those persons behalf as well as on its own behalf.
7. The PTA shall be entitled to refuse to accept in its absolute discretion any Vessel, Goods and/or Plant being brought into the Port and may at any time require the removal any Vessel, Goods and/or Plant from the Port without liability or penalty.
- THE CUSTOMER'S GOODS**
8. The Customer warrants that:
- (a) any Goods which it delivers to or causes to be present at the Port:
 - i. are not dangerous or inflammable or liable to become so in the form in which they are delivered and/or in which they are to remain while at the Port;

- ii. are not toxic or liable to give off any injurious dust, gas, fumes, liquid or radiation;
 - iii. are not infested, verminous, rotten or subject to fungal attack or liable to become so while at the Port;
 - iv. are not underheated, overheated or liable to become so while at the Port;
 - v. will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods, Vessel or Plant at the Port or the Port itself;
 - vi. require for their safekeeping no special protection (other than as maybe agreed in writing between the PTA and the Customer) arising from vulnerability to heat, cold, moisture, light (whether natural or artificial) or the absence or partial absence of light, salt, pilferage or proximity to other Goods or from inflammability but will remain safe if left standing in the open at the Port;
 - vii. contain no controlled drugs (unless the Customer is licensed or otherwise lawfully authorised in respect thereof), contraband or other illegal matter;
 - viii. are suitably, properly and sufficiently packed and packaged; and
 - ix. are properly and sufficiently marked, documented and labelled (including a gross weight) for all shipping, cargo handling, dispatch, customs and like purposes complying with any statutory provisions and regulations giving warning as to the hazardous nature of any contents and the precautions to be taken in handling the same and (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the Goods, with the Customer's effective name and address for any time during which the Goods or Plant remain at the Port notwithstanding an address has already been notified to the PTA in writing.
- (b) all rights, defences, exceptions, and limits available to any carrier or bailee by law or contract are extended to the PTA and its employees.
- (c) its employees (and those of any agents or contractors it may engage including hauliers and stevedores) are properly trained and competent to carry out the tasks assigned to them at the time those tasks are assigned and undertaken and will comply in all respects with any relevant permits to work, and that in relation to the giving of any instructions to the PTA or the inputting of any information into any electronic service or system operated or managed by or on

behalf of the PTA that such persons have the full authority to give such instructions or input such information.

(d) it and its Representatives shall at all times comply in all respects with:

- i. all applicable laws (including those relating to the security, confidentiality, protection or privacy of personal data which the Customer shall also use its reasonable endeavours to assist the PTA comply with in so far as relates to the Services),
- ii. regulations, codes of practice and international conventions, relating to the Port (including the SHA Acts, PTA Byelaws, Directions, these Terms and Conditions, and the requirements of the Harbour Master) and to the Vessel, Goods and/or Plant (including navigation, manning, carriage, packing, handling, storage, and movement).

(e) it has or shall obtain and maintain at its own expense, all necessary permits, licences and authorisations relating to the carriage, handling, storage and movement of the Vessel, Goods and Plant.

(f) it shall immediately notify the Harbour Master of any occurrence or incident which might affect the safe and efficient operation of the Port or other persons at the Port or result in adverse environmental impact and shall take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience arising as a result of the Vessel, Goods and/or Plant, as may be required by the PTA.

(g) it shall not:

- i. use any devices which will affect, intercept, interfere or in any way attempt to block radio signals (including without limitation G.P.S.) whilst at the Port;
- ii. interfere with any systems, communication links and equipment or computer hardware and software whilst at the Port;
- iii. use or attempt to use any devices or software to gain access to unauthorised data and information, without the prior written consent of the PTA, except that the Customer may use marine band, walkie talkies, mobile phones, radar radio frequencies and wi-fi to the extent that they do not breach the above warranties and are specifically permitted by the PTA.

- (h) all descriptions, weights, values and other particulars relating to Vessels, Goods and/or Plant (including the verified gross mass of any container) furnished to the PTA by the Customer or the Representatives of the Customer for handling, customs and any other purposes are true, accurate and complete.
- 9. The Customer agrees that its employees and those of any person whom it may engage may be subject to drug and/or alcohol testing at any time.
- 10. Any Plant (other than as Goods) permitted by the PTA at the Port (including any Plant left or parked) is so allowed by licence only and with no bailment thereof is made to the PTA who are under no duty to take care thereof or of the contents thereof.
- 11. The Customer shall remove from the Port and dispose of all trade and other waste as often and in such manner as may be necessary or as reasonably directed by the PTA.
- 12. The PTA shall be entitled to immediately remove and dispose of any Vessel, Goods and/or Plant that are brought onto the Port:
 - (a) in relation to which would constitute a breach of warranty set out in clause 8;
 - (b) that constitute a hazard (or are reasonably suspected of constituting a hazard);
 - (c) in the case of an emergency; and/or
 - (d) appear (in the reasonable opinion of the PTA) to be abandoned, and the PTA shall be entitled to:
- (e) recover its reasonable costs from the Customer in respect of any action taken under Condition 12(a), (b), (c) and/or (d); and
- (f) remove and dispose of or sell by any means such Vessels, Goods and/or Plant (as applicable) on reasonable notice to the Customer (the length of such notice to be determined by the PTA acting reasonably on a case by case basis) (subject to the terms of Condition 13).
- 13. If the identity of the Customer or the Customer's contact details are not known to the PTA then the PTA can remove and dispose of or sell such Vessels, Goods and/or Plant (as applicable) after leaving written notice on the Vessels, Goods and/or Plant for a reasonable period of time (the length of such period to be determined by the PTA acting reasonably on a case by case basis), such proceeds of disposal or sale (after deduction of reasonable costs under Condition 12(e) and this Condition 13) may be retained by the PTA if not claimed within 2 months from the date of disposal or sale.

IMPORT AND EXPORT GOODS

- 14. Authorisation for the removal of imported Goods and Plant shall not be granted by the PTA unless such Goods and Plant are correctly released and cleared with no statutory or other holds.
- 15. The Customer shall be responsible for all import duties, export duties, levies, fines and charges relating to the Vessel, Goods and Plant. The Customer shall indemnify the PTA, its employees, agents, consultants and contractors against any and all claims made by H.M. Revenue &

Customs or any other statutory or government authority and any other duties, levies, fines, charges and expenses in respect of such Vessel, Goods and/or Plant.

MANIFEST

16. All Goods and/or Plant and/or passengers brought to the Port must be accompanied by a written Manifest, such Manifest shall be delivered to the PTA on the earlier of:

- (a) request by the PTA; or
- (b) the arrival of such Goods and/or Plant and/or passengers at the Port.

PROVISION OF THE SERVICES

17. Subject to any other provisions of these Terms and Conditions, the PTA shall exercise reasonable skill, care, speed and judgement in carrying out the Services. No greater obligation, express or implied, is accepted.

18. The PTA may appoint contractors or sub-contractors to perform all or any part of the Services. The PTA shall have no greater obligation or liability whether express or implied than it would have had if the Services had been provided by it directly.

19. Unless specifically otherwise agreed in writing with the Customer, where the PTA provides Services in respect of Goods and/or Plant being loaded onto or unloaded from, or passengers and their Goods and/or Plant embarking or disembarking, any Vessel, it does so solely as agent of the actual and/or contractual carrier.

20. The PTA shall have absolute discretion in the handling, storage and transportation of any Vessel, Goods and/or Plant and in the allocation of Quays, plant, machinery,

labour and storage space. All Vessels berthing or anchoring within the Port must act in accordance with the directions of the Harbour Master. No Vessel is to be launched, lifted into or out of Statutory Port Limits without prior permission of the Harbour Master.

21. The PTA may in its absolute discretion:

- (a) refuse to accept any Vessel into, or require it to leave, the Port, if the Vessel, its Goods and/or Plant are not compatible with the facilities at the Port and/or Quay;
- (b) require any Vessel, Goods and/or Plant having entered the Port to leave it or require the same to be removed at any time; and
- (c) decline to undertake or suspend the performance of all or any part of Services; and in such event the PTA shall not have any liability and shall not be liable to pay any compensation in respect thereof. The Customer waives any and all claims against the PTA for any breach of statutory duty relating to the exercise of its above discretion.

22. Following any exercise of the PTA's rights under Condition 21, the Customer shall remove the Vessel, Goods and/or Plant (as applicable) from the Port within 48 hours (or such shorter time period as the Harbour Master may direct), failing which the PTA may remove such Vessel, Goods and/or Plant (as applicable) from the Port, take possession of and sell them, and reimburse to the Customer the net sale proceeds if any, and Condition 40 shall apply. The PTA shall refund any Charges paid in advance in

respect of Services not performed but may deduct any sums due to it including any loss, damage, liability, cost or expense incurred by or caused to the PTA by or in respect of such Vessel, Goods and/or Plant.

23. The PTA shall be entitled at the expense and sole risk of the Customer to remove and place wherever the PTA (acting reasonably) deems appropriate such Vessel, Goods and/or Plant and the storage and/or use of any transit shed, Quay and any other facility and movement of the relevant Vessel, Goods and/or Plant shall be at the cost of the Customer to be paid to the PTA at the relevant rate set out in the Charges.
24. The PTA shall have no obligation to check the accuracy of any documentation handled by it.
25. The handling of any Goods and/or Plant that do not comply with any documentation supplied or warranty given by the Customer shall be at the sole risk of the Customer.
26. All instructions to the PTA by any Customer in relation to a Vessel, Goods and/or Equipment must be given in writing.
27. Notwithstanding Condition 26, the PTA shall nevertheless retain absolute discretion as to the handling, storage and transportation of any Vessel, Goods and/or Plant, including the allocation of Quays, plant, machinery, labour and storage space.
28. The PTA shall not be obliged to authorise the removal of imported Vessel, Goods and/or Plant unless such Vessel, Goods and/or Plant are correctly released and cleared with no statutory or other holds.

PAYMENT OF CHARGES

29. Payment of all Charges due to be paid by the Customer to the PTA shall be made within the earlier of:
 - (a) 28 calendar days of: (i) receipt of the Services; or (ii) request for payment, whichever shall occur earlier; or
 - (b) such shorter timescale as the PTA may request in writing (which may include payment on demand).
30. Payment shall be made to the PTA without deduction, withholding, abatement, set-off, claim, or any counterclaim whatsoever, save as may be required by law.
31. Any query to be raised by the Customer on any invoice issued by the PTA must be made in writing within 30 calendar days of the invoice date failing which the Customer shall be deemed to have irrevocably accepted the invoice (including the accuracy and veracity of such invoice).
32. All payments shall be made in cleared funds in GB pounds sterling.
33. All sums payable are exclusive of value added tax and any other duty, tax and/or levy, which shall (to the extent applicable) be payable by the Customer at the rate and in the manner from time to time prescribed by law.
34. In respect of Charges computed on a daily or other periodic basis the sum due and payable shall be calculated by reference to the number of days before the then agreed day of

shipment or other removal of Goods from the Port. If no such date is known the sum due and any payable shall be calculated by reference to successive periods of 28 days subject to the Customer being refunded charges paid by it in respect of any unexpired period after the Goods have been shipped or otherwise removed. Warehouse and quay rents and other charges are payable in cash against invoice.

PTA REMEDIES

35. The Customer shall, on request, provide the PTA with a bond or other security (in an amount to be determined by the PTA in its absolute discretion) for all sums due or expected to be due to PTA.
36. Interest at the rate of 2% per annum over Barclays Bank plc minimum lending rate may be payable on any sum by way of charges which shall have been due and owing for not less than 28 days and shall accrue on a daily basis until payment.
37. The PTA is entitled to a general and specific lien on any Vessel, Goods and/or Plant at the Port or remaining at the Port in respect of all sums for which the Customer or any other person interested in the Vessel, Goods or Plant is liable to the PTA whether in relation to the same Vessel, Goods and/or Plant and/or otherwise, and:
- (a) if the Customer has sold or shall sell the subject of the lien then the PTA may at their option accept the proceeds in substitution for the lien as a condition for releasing the Vessel, Goods or Plant;
 - (b) the PTA may refuse to deliver or release the Vessel, Goods and/or Plant until all Charges incurred in relation to the Vessel, Goods, and/or Plant have been paid but pending such delivery or release any Charges accruing on a daily or other periodic basis shall continue to accrue.
38. If, after shipment or other removal of Goods from the Port any part of the Goods or Plant remaining empty or substantially empty and unused shall be removed by the Customer within 14 days of such shipment or other removal of the Goods or Plant (as applicable) or their becoming empty or substantially empty (as the case may be). If the Customer fails to remove the Goods or Plant within that period or other such further period as the PTA may in writing agree to allow, the PTA may for their own sole benefit dispose of such Goods and/or Plant and shall not be liable, answerable or accountable to the Customer or any person interested in such Goods or Plant for so doing as for the proceeds of any such disposal.
39. If any Charges remain unpaid by the Customer for a period of 28 calendar days from the invoice date or from when the charges were incurred, the PTA shall be entitled to take possession of any such Vessel, Plant and/or Goods and to sell them by any means, reimbursing the Customer the net sale proceeds (if any) after deduction of any loss, sums due to or incurred by the PTA (including the reasonable sale costs and expenses incurred by the PTA (including administrative fees)).

40. In the exercise of its rights under Conditions 13, 22, 38 and/or 39, the PTA reserves to itself absolute discretion as to the means and procedure to be followed in the handling, storage, transportation, sale or disposal of any Vessel, Plant and/or Goods notwithstanding any express instructions or requests given by the Customer in relation thereto and nothing shall be under no obligation as to the price or cost of sale and/or disposal (including minimising costs and/or obtaining best consideration and/or value whether or not reasonably obtainable).
41. If an Insolvency Event occurs, the PTA shall be entitled immediately to recover from the Customer or any other person liable for the Charges (notwithstanding the periods stated in these Terms and Conditions or any period of credit extended to the Customer that may not have expired) all sums then due to the PTA (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all loss and expense incurred by the PTA arising out of or in connection with the Insolvency Event.
42. Where the PTA incurs any expense due to the Customer's failure to comply with warranties set out in condition 8 hereof or in taking any steps which the PTA shall consider to have been reasonable required to remedy the same or to comply with any statute or any rule or order made thereunder or to comply with the lawful requirements of HM Customs and Excise, HM Immigration, the Police, the Health & Safety Executive, the Public Health Authority

or any similar body, its officers or agents in respect of the Goods, the same shall be chargeable to and payable by the Customer concerned in addition to and subject to the same provisions as the Charge; and

LIABILITY FOR LOSS AND DAMAGE

43. Conditions 44 to 55 set out the PTA's entire liability to the Customer in respect of any breach of these Terms and Conditions and for any representation, statement, act or omission (including negligence or breach of statutory duty), contribution, restitution or indemnity arising under or in connection with the Services or otherwise.
44. Nothing in these Terms and Conditions shall exclude or in any way limit the PTA's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same cannot be excluded or limited by law.
45. Any Vessel, Goods and/or Plant or other property of the Customer which is located within the Port, is located entirely at the Customer's own risk. The PTA will not be responsible for the safe custody of any Vessel, Goods and/or Plant or other property of the Customer entering the Port or being landed or placed on any Quay.
46. The PTA shall have no liability whatsoever in contract, tort (including negligence or breach of statutory duty) or otherwise in respect of any of the following howsoever caused or arising and whether or not the same was reasonably foreseen or foreseeable, known or unknown, actual or anticipated or otherwise:

- (a) any indirect, incidental, special or consequential or pure economic loss, costs, damages, charges;
 - (b) any loss of actual or anticipated income, profits, revenues, contracts, goodwill, business, hire or freight or both;
 - (c) loss of revenue or of the use of money;
 - (d) loss of anticipated savings;
 - (e) loss which might reasonably have been avoided, mitigated or minimised by the Customer or claimant;
 - (f) betterment;
 - (g) any increased costs or expenses or both;
 - (h) any delay, or demurrage or detention of any Vessel, Goods or Equipment; and
 - (i) any wasted investment, capital expenditure.
47. The PTA shall be under no liability whatsoever (whether for negligence or otherwise) for loss or mis-delivery of or damage or deterioration to the Vessel, Goods and/or Plant or any deficiency therein if the same arises out of or is caused by any of the following:
- (a) act of God, storm, tempest, flood adverse weather, storm, high winds, lightning, earthquake, tidal wave storm surge, flood, epidemic, pandemic or disease;
 - (b) fire, combustion (including the steps taken for the extinguishment thereof) explosion, smoke, radiation or radioactive contamination;
 - (c) impact of aircraft or objects dropped or falling therefrom;
 - (d) strikes, combinations of work persons, lockouts, go slows or other industrial action by any person or anything done in the cause or furtherance of a trade dispute;
 - (e) scarcity or labour, plant, machinery, fuel or power or any interruption, disruption or failure of any utility service or transport network;
 - (f) acts of terrorism;
 - (g) civil commotion;
 - (h) compliance with restrictions imposed directly or indirectly by HM Government or by any person, corporation body acting under statutory powers including acts of war, or state of emergency;
 - (i) acts of state or foreign governments or their agencies or Her Majesty's enemies including acts of war;
 - (j) theft or malicious or wilful damage, unless proved by the Customer to have been committed by servants of the PTA or piracy;
 - (k) accident;
 - (l) inherent vice of the Goods;
 - (m) vermin, insects, fungal attack, rot, mould or corrosion;
 - (n) heat or cold including heat within the Goods themselves;
 - (o) improper or insufficient packing, marking documentation or labelling;

- (p) any act of the PTA, their servants or agents reasonable necessary for the safety or preservation of persons, the Port and/or any Vessel, Goods, Plant at the Port;
 - (q) disputes in respect of documents or declarations for entry purposes or delays in obtaining clearance of the Goods, or scarcity of reliable information for the proper administration of the services of the PTA;
 - (r) failure properly to set or damage to or breakdown of plant, machinery, container or Plant (including fire detecting or extinguishing equipment, computer hardware, computer software, telephone, radio satellite or other communication system, alarm, CCTV or refrigeration equipment insulation or thermostatic controls);
 - (s) loss, deletion or unauthorised access of data;
 - (t) any Vessel, Goods or Plant being unfit or in an unsuitable condition for the Service or any Vessel being unseaworthy;
 - (u) acts or default of third parties including suppliers or sub-contractors;
 - (v) insufficient depth of water at the Port, including any Quay or approach to any Quay;
 - (w) harbour closures (or any other situations that may impact on operations) as may be enforced by the Harbour Master, the Ministry of Defence or other Government Department;
 - (x) fraud (whether actual or attempted) by the Customer, the Representatives of the Customer and/or any third party; and
 - (y) the failure of the Customer or the Representatives of the Customer to comply with these Terms and Conditions, the SHA Acts, the Byelaws, the Directions or order and directions of the PTA and its employees.
48. The PTA shall be under no liability whatsoever (whether for negligence or otherwise) for the Vessel, Goods and/or Plant being delayed or for the loss of any market therefore.
49. The PTA shall be under no liability whatsoever where the PTA handles any Vessel, Goods and/or Plant whose gross weight is incorrectly stated and for the avoidance of doubt such handling by the PTA shall be at the sole risk of the Customer tendering the said Vessel, Goods and/or Plant (as applicable).
50. Nothing in these Terms and Conditions shall prejudice the PTA's right to rely on any contract convention or statutory provision providing for limitation and/or exclusion of liability.
51. If the PTA shall be liable in tort (including negligence) for bodily injury or death to any person or for damage to any property and if any Customer shall also be liable on whatever grounds in respect of the same damage and is insured in respect thereof then as between the PTA and that Customer that Customer shall be solely liable for such damage and shall indemnify the PTA against any sum for which the PTA shall be liable (whether as damages, costs, interest or otherwise) in respect thereof.

52. The PTA shall be liable for loss or mis-delivery of or damage to Goods or Plant or any deficiency therein if, but only if, it be proved by the Customer to have been caused by the negligence of the PTA or their directly employed servants and that such loss, mis-delivery or damage to the Goods occurred when in the PTA's possession or power.
53. Subject to Conditions 44 to 52, the liability of the PTA under these the Terms and Conditions in respect of Goods and Plant shall be limited to:
- (a) provided that the PTA is notified in writing of a claim against it under these Terms and Conditions within 30 days (in the case of import Goods and any Plant) or 60 days (in the case of export Goods) of the loss arising ("Claim Period"), the cost of the Goods or Plant lost, mis-delivered or damaged or the market value thereof or the cost of replacing the same or £800 per tonne of the gross weight of the Goods and/or Plant concerned whichever shall be the lowest value; and
 - (b) if the PTA is notified in writing of claim against it under these Terms and Conditions after the expiry of the Claim Period, nil.
54. Subject to Conditions 44 to 52, the liability of the PTA under these the Terms and Conditions in respect of Vessels shall be limited to the lowest of the following as applicable:
- (a) the market value at the time of the damage or loss of that part or parts of the Vessel to which the claim relates;
 - (b) the reasonable cost of repairs (where capable of repairs);
 - (c) the sum of £10 million; or
 - (d) any statutory limit on liability that applies.
55. All of the Customer's rights shall be waived and all claims against the PTA shall become absolutely barred unless proceedings are commenced against the PTA in accordance with Condition 53 and/or 54 (as applicable) within 12 months of the date of any incident alleged to give rise to the claim.
56. The Customer is under a duty to mitigate its losses, including in obtaining salvage.
57. These Terms and Conditions and in particular the limitations of liability herein provided for are intended to ensure for the benefit of both the PTA and their servants or agents.

INDEMNITIES

58. The Customer shall be liable for and shall indemnify on demand the PTA against any and all damage, claims, (including claims for personal injury and/or death), actions, liabilities, fines, losses, damages and expenses (including legal expenses) incurred by the PTA or its employees, servants, agents, contractors or sub-contractors howsoever caused, which arise out of or in connection directly or indirectly with:
- (a) any act, omission, instruction, misrepresentation, negligence, recklessness, fraud, willful misconduct or breach of statutory duty of the Customer or any Owner or any other person interested in the Vessel, Goods, and/or Plant;
 - (b) the failure of the Customer to comply with the requirements of any authority or any statutory requirement;

- (c) any inaccuracy (or omission) in any warranties, declarations, particulars or information (including gross weight) given to the PTA in respect of a Vessel, Goods and/or Plant; and
- (d) the failure of the Customer to:
 - i. comply with any of these Terms and Conditions; and/or
 - ii. take any step that the PTA shall consider to have been reasonably required.

INSURANCE

- 59. The Customer shall be fully insured (and shall ensure that any Vessel, Goods and/or Plant are fully insured) against all risks (including, without prejudice to the generality of the foregoing, fire, damage (including to the PTA's property and that of third parties at the Port), environmental incident, salvage, public liability and theft, whether due to the negligence of others or not), for a sum of not less than [£10,000,000] at all times that they or any of their Vessels, Goods and/or Plant shall remain at the Port, or such greater sum as the PTA may require.
- 60. The Customer shall provide evidence of compliance with Condition 59 to the Harbour Master on request.
- 61. The Customer shall ensure that any "pay to be paid" clause or similar provision in any insurance held by the Customer shall be waived in respect of claims by the PTA.
- 62. The PTA has no responsibility to insure Vessels, Goods and/or Plant.

MISCELLANEOUS PROVISIONS

- 63. If and in so far as any clause, sub-clause or other part of these Terms and Conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall continue in full force and effect.
- 64. The failure of the PTA to exercise or enforce any right conferred on that party by the Terms and Conditions shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
- 65. These Terms and Conditions and in particular the limitations on liability are intended to inure for the benefit of both the PTA and its representatives to which end PTA contracts on these Terms and Conditions on its own behalf and as agent for and trustee for the benefit of its employees, consultants, agents contractors and sub-contractors. Save for those persons, any person who is not a party to any agreement to which these Terms and Conditions apply shall have no rights under or in connection with it.
- 66. All legal relationships and agreements between the PTA and the Customer shall be governed in all respects by the laws of England and Wales.

67. All claims or disputes arising out of or in connection with the Services are to be determined exclusively by the Courts of England & Wales to which jurisdiction the Customer irrevocably submits, save that the PTA shall be at liberty to seek any interim relief, arrest or secure property of the Customer or to take steps to enforce any obligation or judgement against the Customer in any jurisdiction.
68. Subject to Condition 69, both parties will treat information by the other as confidential. Third parties, regulators and auditors may have access from time to time to such information but they will be required to keep it confidential unless the law or regulation states otherwise, or the disclosing party otherwise agrees.
69. The obligation of confidentiality under Condition 68 will not apply to any confidential information which:
- (a) is in or enters the public domain (otherwise than as a result of an unlawful disclosure by the party receiving such information);
 - (b) the recipient can demonstrate was already lawfully in its possession at the time of disclosure;
 - (c) is disclosed to the recipient by a third party (otherwise than in breach of any confidentiality obligation owed to the party whose confidential information it is); or
 - (d) is required to be disclosed pursuant to any law or regulation, or arbitral order or by any supervisory or regulatory body to whose rules a party is subject or with whose rules it is necessary for that party to comply;
- (e) is required to be disclosed for the purposes of a party procuring legal or financial services; or
 - (f) both parties otherwise agree can be disclosed.

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