



GRIMSBY & IMMINGHAM

**PRINCIPAL RATES AND CHARGES AND
STANDARD TERMS & CONDITIONS OF TRADE**

**1st July - 31st December
2010**

Principal Rates and Charges and Standard Terms & Conditions of Trade

CONTENTS

	<i>Pages</i>
STANDARD TERMS AND CONDITIONS OF TRADE	2-6
ENCLOSED COMMERCIAL DOCKS, HUMBER INTERNATIONAL TERMINAL, EASTERN, WESTERN AND IMMINGHAM GAS JETTIES	
Ships Dues	7
Dock Rent, Waste Charges and ISPS	8
Berthing and Mooring and Estuary Charges	9
Good Dues (Wharfage) and Fresh Water	10-11
Craneage and Equipment at Immingham	12
Crane Hire Charges at Immingham	13

Enquiries

Enquiries for information regarding facilities, rates, dues and charges may
be obtained on application to:

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STANDARDS TERMS AND CONDITIONS OF TRADE GRIMSBY & IMMINGHAM

IMPORTANT ADVICE

THESE TERMS AND CONDITIONS CONTAIN PROVISIONS BY WAY OF INDEMNITY AND ALSO EXCLUSION AND LIMITATION OF LIABILITY IN FAVOUR OF ABP WHICH UNDERTAKES NO OBLIGATION TO EFFECT INSURANCE (AND MAKES NO CHARGE FOR INSURANCE) IN RESPECT TO THE CUSTOMERS, THEIR SERVANTS, GOODS OR LIABILITIES. CUSTOMERS ARE THEREFORE ADVISED TO EFFECT INSURANCE THEMSELVES.

WHERE INCONSISTENT WITH TERMS AND CONDITIONS PREVIOUSLY APPLYING OR UNDERSTOOD TO APPLY THESE TERMS AND CONDITIONS WILL PREVAIL.

1. DEFINITIONS

In these terms and conditions, unless therein otherwise expressly provided, or unless the context shall otherwise require, the following expressions shall have the meanings hereby assigned to them.

'ABP' shall mean Associated British Ports.

'Customer' shall mean any person, corporation, firm or body of persons whether incorporated or unincorporated who has or brings any vessel within ABP's harbour jurisdiction or visits the premises of ABP and/or who delivers or brings goods or plant onto or whose goods or plant come howsoever to be on those premises and/or who by themselves their servants or agents avail themselves of any facility or service provided by ABP.

'Goods' shall mean cargo of any description whatsoever together with any plant (as defined hereunder), package, case, pallet, container or other thing which conveys, carries, contains, protects or supports cargo or is designed or made to do so.

'Plant' shall mean any vehicle, trailer (whether or not carrying or incorporating any tank or container), machine or container.

'Vessel' includes any ship, boat, raft or craft of every class or description however navigated or propelled.

Where the context permits words in the singular shall include the plural and words in the plural shall include the singular.

2. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions shall apply to all legal relationships between ABP and any customer whether in respect of contract, bailment or licence (whether to enter or remain or otherwise). These terms cannot be varied otherwise than in writing signed by an authorised officer of ABP. The acceptance by the customer of these terms and conditions may be expressed but even if not made expressly, acceptance will be implied from the entry by the customer into any legal relationship with ABP. In particular such acceptance will be deemed to have been made in the event of the entry or delivery of any person, vessels, goods or plant into the harbour jurisdiction of ABP or onto or upon the premises of ABP and/or the submission of any Shipping or Unit Load Note or the making of any other written or oral application to ABP for entry to the premises of ABP or for any service or the use of any facility by or on behalf of the customer.

3. WARRANTY OF AUTHORITY BY CUSTOMER

The customer expressly warrants to ABP that he is either the owner or the authorised agent of the owner of the goods the subject matter of the transaction and of any plant brought on to ABP's premises and further warrants that he accepts these conditions not only for himself but also as duly authorised agent for and on behalf of every other person, firm or corporation who is interested in the goods.

4. ORDERS IN WRITING

ABP will only store or perform or provide any service or accommodation in connection with the goods or plant on receiving orders in writing to do so from the customer, either at the time each service is required or in accordance with any contractual arrangement to provide such services over a period of time. ABP will, on application, supply forms of request to persons using its premises for the various services undertaken by or facilities provided by ABP. All orders by telephone must be immediately confirmed in writing and ABP will not, in any case, be responsible for its servants' failure to comply, or for any errors by its servants in complying, with such orders where they are communicated by telephone and are not promptly so confirmed. Orders for shipment of goods and for delivery of imported goods can be acted upon only after receipt of written authority from the ship's owners or agents, and proof of compliance with all customs and other official formalities.

5. QUANTITY AND DESCRIPTION OF GOODS

(a) An account of the contents and quantities of each vessel discharging or loading goods in the docks shall be supplied by the shipowner to ABP before the discharge commences or immediately after the loading has been completed.

(b) Prior to (or on) delivery of the goods to ABP the customer shall ensure that ABP is given a full description of the goods sufficient to identify it and in addition is given full particulars of the goods and any hazards connected therewith.

(c) ABP shall be permitted by the customer to give any particulars furnished under (a) and (b) above to whomsoever ABP deems necessary. The customer shall be bound by and deemed to warrant the accuracy of all descriptions, values and other particulars furnished to ABP and undertakes to indemnify ABP against all losses, damages, expenses and fines arising from the inaccuracy in or omission from the above particulars even if such inaccuracy or omission is not due to any negligence.

6. CONDITION OF GOODS AND PLANT

The customer warrants that any goods or plant which he delivers to or causes to be upon ABP premises

(a) Will not contaminate or cause danger, injury, pollution or damage to any person or any other goods or plant or ABP's premises or the water and air adjacent thereto.

(b) Are not infested, verminous, rotten or subject to fungal attack or are liable to become so while at ABP's premises.

(c) Are not overheated or liable to become so while at ABP's premises.

(d) Require for their safekeeping no special protection (other than as may be agreed in writing between ABP and customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their inflammability.

(e) Contain no controlled drugs (unless the customer is licensed or otherwise lawfully authorised in respect thereof), contraband, pornographic or other illegal matter.

(f) Are properly and sufficiently packed to ensure the safety of the goods and to allow mechanical handling without damage or danger.

(g) Are properly and sufficiently marked, documented and labelled for all shipping, cargo handling, dispatch, customs and like purposes.

(h) Are properly marked with warnings as to the hazardous nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the goods or their contents in the event of the escape of anything injurious therefrom.

Where ABP incurs any expense due to the customer's breach of any of the warranties set out in this condition or in taking any step which ABP shall consider to have been reasonably required to remedy the same or to comply with the lawful requirements of HM Revenue & Customs, the Police, the Health and Safety Executive, the Public Health Authority or any similar body, its officers and agents in respect to the goods, the same shall be chargeable to and payable by the customer concerned.

Where they reasonably suspect that a breach of any warranty under this clause has been, or might be, committed ABP is entitled to refuse to accept any goods or plant into its premises, and if goods or plant have been accepted ABP may none the less reject them and require their removal; and in that event the customer shall be entitled to no recompense other than a refund of charges made, less the value of any damage caused by such goods or plant and any handling or other operating costs incurred by ABP.

7. PROMPT SHIPPING AND REMOVAL OF GOODS

All goods deposited upon any of the quays or wharfs, or in any of the sheds or premises of ABP shall be shipped or removed therefrom with all due diligence and at latest within 2 days from time of final discharge of the vessel for incoming traffic or 7 days from the time of their being first brought or deposited thereon for outgoing traffic and any goods remaining beyond that time shall incur rent charges in accordance with the tariff and may be removed and dealt with by ABP in accordance with Condition 11 and, where appropriate, Conditions 16, 17, 18 and 19.

8. DESTRUCTION OR DISPOSAL OF HARMFUL GOODS

Where any goods are, or while in the custody of ABP or its employees, agents, independent contractors, sub-contractors or sub-agents become noxious, hazardous, inflammable, explosive or in any way dangerous or otherwise likely to cause damage (which includes goods which are infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests) whether alone or in combination with other goods and whether or not by reason of the act or omission of any person, ABP or the person in whose custody the goods then are shall be at liberty to destroy or otherwise deal with the goods as in its or his discretion may seem desirable for the purpose of rendering the goods harmless. Where this condition applies the customer shall indemnify ABP against all loss, damage, costs and expenses arising out of or in connection with the fact or matter by reason whereof this paragraph applies.

9. DANGEROUS GOODS

Goods of an inflammable, explosive, dangerous or offensive nature shall not be brought into or dealt with at ABP's premises unless and until a declaration by the owner or depositor in writing shall have been given to the Port Director of their nature, quality and quantity, and the Port Director's consent shall have been first obtained, and then only upon such terms and conditions as may have been arranged, and or may be prescribed in the Bye-Laws of ABP, or by or under statute.

10. EXPLOSIVES

Without prejudice to Condition 9, where ABP undertakes to handle explosives (defined as substances and articles listed under Class 1 of the International Maritime Dangerous Goods Code as published by the International Maritime Organisation) or consents to the handling of explosives on its premises by others, the customer shall, subject to the undernoted limit, bear and pay for any damage or injury which may be caused to any property belonging to ABP and for any expense to which ABP may be put by reason of or in consequence of a fire or explosion involving the explosives. Further, the customer shall, subject to the said limit, indemnify and keep indemnified ABP from and against all actions, claims, demands, costs, losses, charges, damages and expenses which may be brought or made upon ABP or which ABP may pay, bear, incur or sustain in respect of any loss of life, injury or damage which may be caused to third parties by reason or in consequence of or in connection with the handling of the explosives. The customer shall be required to provide a letter of confirmation from their insurance company that the said indemnity is underwritten by a policy of insurance, quoting the policy number and the period of insurance.

The limit under the foregoing paragraph shall be £10,000,000 in respect of any one accident or series of accidents arising out of one occurrence. This indemnity shall apply whether or not any accident or occurrence is caused by the negligence or default of ABP or its servants or agents.

11. ABP'S DISCRETION OVER HANDLING METHODS

Subject to specific written instructions given to ABP by the customer and accepted by ABP in writing, ABP reserves to itself complete freedom in respect of the means and procedure to be employed in the receipt, collection, unitisation, stuffing, stripping, storage, packing, carrying, handling, tallying, loading, discharging or delivery of goods. If in ABP's opinion the interests of the customer so require, ABP may deviate from the customer's instructions (whether or not accepted by ABP) in any respect and any expenses reasonably incurred thereby shall be for the customer's account.

12. ARRIVAL OF VESSELS AND VEHICLES

ABP will not be bound to admit vehicles to its premises or to allow vessels to berth thereat except by prior arrangement with the customer.

13. SEQUENCE OF HANDLING VESSELS AND VEHICLES

Vessels moored and vehicles arriving at the ABP's premises will be dealt with in order determined by ABP at its sole discretion.

ABP shall not be liable to pay or refund demurrage or any other compensation for the loss of use of vessels or vehicles or for their not being ready in time, nor to make good any other loss or damage suffered as a result of delay or interruption in the handling of vessels or vehicles or in receiving goods into or delivering them out of ABP's premises. The customer shall ensure that the vessels and vehicles arrive and are handled and depart in conformity with the requirements and regulations of ABP, its Dock and Harbour Master and other officials as well as the lawful requirements of HM Revenue and Customs, the Police, the Health and Safety Executive, the Public Health Authority or any similar body.

14. HOURS OF WORK

Normal weekday hours of work are 0600 to 1800 (SSHEX) however the Port is operational 24 hours a day and extended hours of work can be accommodated by prior arrangement with ABP. The Humber International Terminal operates 24 hours a day, 7 days a week (SSHINC excluding superholidays).

15. PAYMENT OF CHARGES

The rates of ABP's charges shall be those published in the Port Office as those prevailing at the time that the facilities or services of ABP are actually utilised by the customer and ABP may from time to time revise these rates by publishing any such revision in the Port Office.

ABP's standard terms of payment are as follows:-

Ships Dues	- payable on demand before sailing unless otherwise agreed
Goods and Passenger	- payable on demand unless special credit facilities
Dues and other trade account	

Upon application by customers to ABP and the signing by them of the prescribed request, ABP, in its discretion, may allow them a credit account subject to any special conditions which may from time to time be applicable. Invoices charged to approved credit accounts shall be paid without deduction within 28 days of the invoice date, excepting that ships dues are payable in advance or on demand, and charges for services shall be payable on the agreed dates or on demand. Payment thereof shall not in any case be delayed pending the settlement of any questions as to the accuracy of any particular item or items of the account or the allowance of any counter claim or set-off by the customer.

ABP reserves the right to charge interest at the rate of 8% p.a. above the base rate of The Bank of England on all accounts overdue and such interest shall accrue on a daily basis until payment is received.

ABP may, subject to any statutory requirements to the contrary, at any time demand payment by standing order or prepayment of the whole or part of its charges.

No undertaking by ABP to collect from a consignee or any other person any sum payable to the customer and no demand by ABP on such person, shall constitute a waiver or release by ABP of any rights against the customer.

No vessel will normally be permitted to leave the docks until all dues and charges have been paid and agreement has been obtained from the Port Director, or his accredited representative.

ABP may refuse to deliver or release goods until all charges incurred in relation thereto have been paid but pending such delivery or release any charges accruing on a daily basis or other periodic basis shall continue to accrue.

16. GENERAL LIEN WITH POWER OF SALE

ABP may exercise, upon all goods and plant in its possession a lien, not only for any charges and expenses due thereon, but also for all monies owing by the owners to ABP on any account, and in the event of any such charges, expenses and monies not being paid within 10 days of the notice of the exercise of any such lien, ABP may sell the goods and apply the proceeds towards the satisfaction of all such charges, expenses and monies on whatsoever account owing and also all charges and expenses arising during the exercise of any such lien. If the customer has sold or shall sell the goods the subject of the lien ABP may, at their option, accept the proceeds of such sale or some interest or charge in or over such proceeds in substitution of their lien as a condition for releasing the goods.

Notwithstanding the terms of clause 23, all goods stored in ABP warehouses will be subject to UKWA conditions.

17. DISPOSAL OF PERISHABLE GOODS

Where ABP is in possession of perishable goods of any nature which are not taken up immediately upon arrival or which are liable for any reason to perish before shipment or delivery which, in the opinion of ABP, are insufficiently addressed or marked or are otherwise so unidentifiable that ABP cannot determine on what vessel they should be shipped or to whom they should be made available for collection, ABP may sell or otherwise dispose of such cargo without any notice to the customer, sender, owner or consignee of the goods. All charges and expenses arising in connection with the sale or disposal of the goods shall be payable by the customer, aforesaid charges and expenses and all other sums due to ABP under these conditions, shall discharge all liability of ABP to any person, firm or corporation in respect of the goods.

18. DISPOSAL OF UNDELIVERABLE GOODS

ABP shall be entitled to sell or otherwise dispose of all non-perishable goods which, in the opinion of ABP, are insufficiently or incorrectly addressed or marked or are otherwise so unidentifiable that ABP cannot determine on what vessel they should be shipped or to whom they should be made available for collection or which are not collected or accepted by the consignee, upon giving 21 days notice in writing to the customer (if known) or the publication of such notice in the Port Office. All charges and expenses arising in connection with the storage, sale or disposal of the goods shall be payable by the customer, and, in the event of a sale, payment or tender of the net proceeds of the sale, after deduction of the aforesaid charges and expenses, and all other sums due to ABP under these conditions, shall discharge all liability of ABP to any person, firm or corporation in respect of the goods.

19. DISPOSAL OF EMPTY CASES, PACKAGING, ETC.

After shipment or other removal of goods from ABP's premises, any package, case, pallet, container or other thing which conveys or supports cargo, remaining empty or substantially empty and unused shall be removed by the customer within 28 days of such shipment or other removal of the goods or their becoming empty or substantially empty (as the case may be). If the customer fails to remove these items within that period or such further period as ABP may in writing agree to allow, ABP may for their sole benefit dispose of them (whether by sale, gift, destruction or otherwise) and shall not be liable, answerable or accountable to the customer or any person interested in such items for so doing or for the proceeds of any such disposal.

20. LIABILITY - PROOF OF NEGLIGENCE

ABP shall be liable for loss or misdelivery of or damage to goods or plant or any deficiency therein if, but only if, it be proved by the customer (otherwise than by evidence only of such loss, misdelivery, damage or deficiency of or to the goods or plant when in ABP's possession or power) to have been caused by the negligence of ABP or their directly employed servants.

21. FORCE MAJEURE

(a) ABP shall not be liable for any breach of obligation to the extent that performance thereof is delayed, hindered or prevented by force majeure.

(b) Force Majeure means any circumstances or conditions beyond ABP's control or which it is not reasonably practicable for ABP to control or alleviate.

(c) Without prejudice to the generality of sub-condition (b) above and without being thereby limited, force majeure includes any one or more of the following:-

- (1) Act of God, storm, tempest or flood.
- (2) Fire (including steps taken for the extinguishment thereof), explosion, smoke, ionising radiation, radioactive contamination.
- (3) Impact by aircraft or objects dropped or falling from them.
- (4) Strikes, combinations, lockouts, go-slows or other industrial action by any person or anything done in the furtherance of a trade dispute.
- (5) Scarcity of labour, plant, machinery, fuel or power.
- (6) War, revolution, riot or civil commotion.
- (7) Restrictions imposed directly or indirectly by HM Government or any person, corporation or body acting under statutory powers.
- (8) Theft or wilful damage unless proved by the customer to have been committed by the servants of ABP.
- (9) Inherent vice of the goods.
- (10) Vermin, insects, fungal attack, rot or corrosion.
- (11) Heat or cold including heat within the goods themselves and unintended exposure to natural or artificial light.
- (12) Improper or insufficient packing, marking, documentation or labelling.
- (13) Any act of ABP its servants or agents which, though deliberate, are reasonably necessary for the safety or preservation of persons, the premises and/or any goods thereat.
- (14) Late receipt of HM Reveue & Customs entries or delivery or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of any person, delay in passing Customs entries or obtaining clearance of any goods or omission of information from or a mis-statement in any order to ABP relating to the goods.

22. LIMITATION OF LIABILITY - CONSEQUENTIAL LOSS

ABP shall be under no liability whatsoever (whether for negligence or otherwise) for goods, plant or vessels being delayed or for loss of any market thereof or for any other consequential loss.

23. LIABILITY - MONETARY LIMIT

The liability under Condition 20 hereof shall be limited to the cost of the goods or plant lost, misdelivered or damaged or the market value thereof or the cost of replacing or repairing the same or £1,300 per tonne of the gross weight of the goods or plant concerned, whichever shall be the least, except that in the case of loss or damage to goods or plant whilst within ABP warehouse, the limit of liability contained in the UKWA conditions shall apply.

24. LIABILITY - TIME BAR FOR CLAIMS

It is a condition precedent to the liability of ABP under Condition 20 hereof that ABP be notified in writing, in the case of damage, deficiency or partial loss, before the goods are removed from ABP's premises and in the case of total loss or misdelivery, within 30 days in the case of import goods or 60 days in the case of export goods of the delivery of the goods by ABP or their removal from ABP's premises, with particulars of the nature and amount of any claim to be made. Any claim not made in accordance with the terms of this Condition shall be deemed to be waived, extinguished or absolutely barred.

25. LIABILITY LIMITS AVAILABLE TO THIRD PARTIES

By delivering the goods to ABP, the customer shall be deemed to confer severally upon the employees and agents of ABP, and upon its or their independent contractors, the benefit of all warranties, representations, limitations and exclusions of or exemptions from liability, indemnities, defences, amenities and rights herein provided for the benefit of ABP, upon any such person as aforesaid providing any services whether or not of a stevedoring nature in relation to the goods. This Condition also constitutes a separate contract made by ABP on its own behalf and as agent for all persons who are its servants or agents from time to time whether or not as stevedore providing services as aforesaid in relation to the goods.

26. BYE-LAWS

The rights and powers of ABP under these Terms and Conditions are in addition to and not in substitution of the rights and powers of ABP conferred by their current Bye-Laws.

27. ENGLISH LAW AND JURISDICTION

Any legal relationship between ABP and the customer shall be governed by and interpreted in accordance with English law and the customer submits to the jurisdiction of the High Court of Justice in England but ABP may enforce any contract between ABP and the customer in any court of competent jurisdiction.

28. GIVING OF NOTICES

Any notice required to be given hereunder shall unless otherwise specified be sufficiently given if sent by registered or recorded delivery post or left at the principal or registered office for the time being of the party to be served. Any such notice shall be deemed to be served at the time the same is handed to or left at the address of the party to be served and if served by post on the third day (not being a Sunday or public holiday) following the day of posting.

29. HEADINGS

The headings set out in these Conditions are provided for convenience and they shall not limit, control or affect the meaning of the provisions to which they refer.

EXXTOR TERMINAL

The Exxtor Terminal has its own Terms and Conditions of trade, a copy of which can be provided upon request.

SHIPS DUES

The basis of charges for ships dues shall be the net tonnage (NT) as calculated under the provisions of the International Tonnage Convention (1969).

ABP reserves the right to add a surcharge to the dues payable, or to impose an assessment of net tonnage for the payment of such dues for any vessel which has not been measured in accordance with the above convention.

Tariff applies to vessels occupying berths at the enclosed Commercial Docks at Grimsby & Immingham, the Humber International Terminal, the Eastern and Western Jetties at Immingham, the Immingham Oil Terminal, the Immingham Gas Jetty and the Immingham Outer Harbour.

1. Charges will be levied on the cargo carrying voyage of the vessel. For any vessel both discharging and loading cargo the ships dues charge must be agreed and confirmed by ABP prior to fixing cargo.
2. Minimum charges for ships dues will apply as follows:
 - Immingham enclosed Commercial Dock, Eastern and Western Jetties, Immingham Oil Terminal, Immingham Outer Harbour and Immingham Gas Jetty = £1,200.00
 - Grimsby = £400.00
 - Humber International Terminal = A minimum of 10,500NT will apply, based on the Immingham highest Foreign trading rate.
3. The following 'part cargo' arrangements will apply:-
 - Ships dues will be charged on every vessel discharging and/or loading part cargoes at Grimsby and Immingham on the aggregate tonnage or the cubic metre (cbm) of the cargo. Part cargo arrangement will be based on cbm or tonnage of the cargo, whichever is the greater when same does not exceed NT of the ship. The minimum charge per vessel to be as 500 tonnes or 500 cbm, whichever is the charging unit. The 'part cargo' arrangement does not apply at Humber International Terminal.
4. **Ships Dues charges for Regular Liner Services, project cargo, large indivisible loads and modules will be quoted on request.**

		Enclosed Docks including Humber International Terminal - Per Net Ton	Bulk Liquid & Gas Jetties Per Net Ton
GRIMSBY			
Class 1:	For every vessel trading coastwise in Great Britain, Northern Ireland, Channel Islands and Isle of Man	£1.06	
Class 2:	For every vessel trading to/from any foreign port	£3.25	
IMMINGHAM			
Class 1:	For every vessel trading coastwise in Great Britain, Northern Ireland, Channel Islands and Isle of Man	£1.06	£0.98
Class 2:	For every vessel trading to/from EU States, plus Norway and Iceland	£3.25	£3.00
Class 3:	For every vessel trading to/from the rest of the world	£9.22	£8.46

For every vessel entering the ports for any reason other than loading/discharging cargo: *Subject to the minimum charge as specified in 2. above.	£2.40 per NT*
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DOCK RENT

The basis of charges for rent shall be the net tonnage (NT) as calculated under the provisions of the International Tonnage Convention (1969).

ABP reserves the right to add a surcharge to the rent payable, or to impose an assessment of NT for the payment of such rent for any vessel which has not been measured in accordance with the above convention.

Dock rental is payable in addition to ships and goods dues.

Any vessel occupying a berth where cargo operations exceed a period of 14 days will be subject to a dock rental charge.

Any vessel occupying a berth to discharge/load cargo, and remaining on a berth for a maximum of 3 days while not involved in cargo operations will be subject to a dock rental charge.

For any vessel occupying a berth at Grimsby and Immingham for purposes other than to discharge/load cargo will be subject to the following dock rent:

Every vessel exceeding 50NT	£0.72 per NT per week or part thereof, subject to a minimum of £500
Every vessel not exceeding 50NT	£26.25 per vessel per day or part thereof

Vessels detained by Port State Authorities are excluded from these arrangements and will be quoted on request.

MANDATORY WASTE CHARGES

A mandatory charge per vessel will be invoiced in respect of the provision of ship waste reception facilities at all non-terminal berths at the following rates:

NT of Vessel	£
Less than 800	33.00
801 - 3,000	42.00
3,001 - 10,000	47.00
Greater than 10,001	55.00

INTERNATIONAL SHIP AND PORT SECURITY CHARGES (ISPS)

All vessels above 500GT (Gross tonnage) will be invoiced a charge of £39.00 at Grimsby and £55.50 on vessels berthed at Immingham's common user quays to cover security costs incurred under the ISPS code. ABP will not be liable for any owner or charterer costs incurred by vessels that have failed to comply with Transec's pre-arrival notification requirements.

BERTHING AND MOORING CHARGES

Charges will be raised for all vessels berthing, moving and unberthing in the enclosed Commercial dock, the Humber International Terminal, the Immingham Oil Terminal, the Immingham Outer Harbour and the Eastern and Western Jetties. The charge given is for a single operation and will be duplicated when the service of both berthing and unberthing is performed for a particular vessel. In dock moves will be charged as a single operation.

Immingham enclosed Commercial Dock, the Eastern and Western Jetties

NT of vessel	Charge per single operation
Up to 2,000	£121.00
2,001 - 3,000	£163.00
3,001 - 4,000	£210.00
4,001 - 5,000	£296.00
5,001 - 7,000	£418.00
7,001 - 10,000	£588.00
10,001 - 15,000	£809.00
15,001 - 20,000	£1,045.00
Over 20,000	£1,391.00

A cancellation fee will be charged for services ordered but not required.

Humber International Terminal

NT of vessel	Charge per single operation	Cancellation Charges
0 - 15000	£809.00	£290.00
15001 - 20000	£1,045.00	£370.00
20001 +	£1,391.00	£370.00

Berthing and mooring at the Immingham Outer Harbour and the Immingham Oil Terminal to be quoted on request.

The above charges are made by ABP for services rendered by their staff in mooring and berthing vessels and running out lines. Application forms may be obtained from the Dock Master's office.

During the performance of the contract, the Berthing Masters and Boatmen become contracted to, and are identified with the ship. ABP is, therefore, not responsible for the acts or defaults of the Berthing Masters and Boatmen, nor for any loss or damage that may arise to the ship or cargo.

Hire of ABP Gangway and Shore Moorings

ABP equipment may be hired subject to the following charges:	
Gangway	£385.00 per vessel call
Shore Moorings	£365.00 per vessel call

Estuary Charges (Pilotage Charges, River Charges, Conservancy and River Craft Registration)

Estuary charges may be obtained from:

<http://www.humber.com/estuary-information/estuary-charges/index.asp>

Note: A sunk dredged channel (S.D.C.) surcharge, as published under the Conservancy Dues, will be levied on all vessels exceeding 35 ft (10.668m) draught and using the S.D.C.

GOODS DUES (WHARFAGE)

Dues listed below are only charged on such Goods as may be actually landed upon or pass over the quays or jetties out of vessels berthed in the Docks or at the jetties or that may pass over the quays for shipment on board vessels lying in said docks or jetties, but such charges are only payable ONCE in respect of the same Goods if in its original state and condition, either upon the landing or discharging inward, or loading or delivery thereof outward respectively, provided such Goods shall not have left the Port or been imported a second time.

Where any item of goods is not listed a rate can be obtained from the Sales and Marketing Department.

Goods dues are raised at 50% of the appropriate Rate shown on all goods loaded/discharged overseas.

ENCLOSED COMMERCIAL DOCKS AT GRIMSBY AND IMMINGHAM

	Commodity	£
Ammonia, Sulphate of	<i>Per Tonne</i>	3.39
Cement	<i>Per Tonne</i>	3.39
Clay	<i>Per Tonne</i>	2.47
Coal or Coke	<i>Per Tonne</i>	1.83
Fertiliser	<i>Per Tonne</i>	3.39
Fish	<i>Per Tonne</i>	22.00
Fish Meal	<i>Per Tonne</i>	3.39
Forest Products	<i>Per Tonne</i>	4.85
Goods, N.O.E.	<i>Per Tonne</i>	6.45
Grain	<i>Per Tonne</i>	3.39
Iron and Steel -		
Bars, Billets, Blooms, Rails, Plates, Flats, Angles, Pigs, Scrap, Channels,		
Bolts, Columns, Girders, Wire	<i>Per Tonne</i>	1.67
Coils, Ingots, Rods, Strip, Slabs, Sheets	<i>Per Tonne</i>	2.27
Chains and Cables, Pipes, Tubes	<i>Per Tonne</i>	3.92
Iron Ore	<i>Per Tonne</i>	2.47
Limestone	<i>Per Tonne</i>	1.83
Meat	<i>Per Tonne</i>	8.02
Non Ferrous Ore	<i>Per Tonne</i>	4.85
Non Ferrous Metal	<i>Per Tonne</i>	4.85
Packaging	<i>Per Tonne</i>	4.85
Passengers	<i>Each</i>	4.44
Petroleum Coke	<i>Per Tonne</i>	2.47
Phosphates	<i>Per Tonne</i>	4.85
Potash.	<i>Per Tonne</i>	4.85
Pyrites	<i>Per Tonne</i>	3.39
Pyrites Burnt	<i>Per Tonne</i>	2.47
Slag & Stone	<i>Per Tonne</i>	1.83
Soda Ash	<i>Per Tonne</i>	2.47
Sugar	<i>Per Tonne</i>	4.85
Talc - Industrial	<i>Per Tonne</i>	4.85
Timber-		
Softwood	<i>Per m³</i>	2.58
Hardwood	<i>Per m³</i>	3.16
Vegetables	<i>Per Tonne</i>	4.85
Vehicles	<i>Each</i>	15.29

WHARFAGE RATES FOR PROJECT CARGO, LARGE INDIVISIBLE LOADS OR MODULES WILL BE QUOTED ON REQUEST. THESE RATES WILL BE QUOTED ON A CBM BASIS WHEN THIS IS GREATER THAN THE TONNAGE OF THE CARGO.

N.B. Humber International Terminal and Immingham Outer Harbour rates will be quoted upon request.

GOODS DUES (WHARFAGE) contd.**IMMINGHAM JETTIES**

	Commodity	£
Acrylonitrile (in bulk)	<i>Per Tonne</i>	4.65
Chemicals, Liquid (in bulk)	<i>Per Tonne</i>	4.65
Liquid Petroleum Gases (in bulk)	<i>Per Tonne</i>	4.65
Oils and Spirits (in bulk)		
Light Oils including:-		
Benzole, Burning Oil, Kerosene, Petroleum Spirit, Naphtha, Sulphite Lye etc.	<i>Per Tonne</i>	2.18
Heavy Oils including:-		
Britoleum, Creosote, Crude Petroleum, Fuel Oils, Lubricating Oil, Marine Diesel, etc.	<i>Per Tonne</i>	1.60

FRESH WATER TARIFF

ABP will supply fresh water to vessels at £3.95 per 1000 litres for the first 230,000 litres, then at the rate of £1.98 per 1000 litres for the remainder, providing the vessel has paid full foreign dues on arrival.

CONDITIONS FOR HIRE OF CRANES AND EQUIPMENT AT THE PORT OF IMMINGHAM

Application for hire of cranes/equipment must be on the ABP's Order Form and the completed form must be presented at the Operations Office in advance.

General

1. i) ABP shall ensure that the item of Plant provided is of sound construction, condition, has been properly maintained and is in good working order at the commencement of the Period of Hire.
- ii) ABP reserve the right of limiting the time of crane employment and restrict the type of grabs that may be operated with any particular crane or cranes.
- iii) ABP do not guarantee the availability of cranes, grabs and hoppers at any specific times.
- iv) ABP shall not be liable for any delay or its consequences arising from breakdowns of the cranes, grabs or hoppers and/or failure of power supplies.
- v) The cranes shall, at all times, remain the property of ABP. No marking or any other identification shall be removed, defaced or covered up by the Hirer.
- vi) Operators are not permitted to use their own cranes unless the operation to be undertaken is outwith the capabilities of the ABP cranes. In these circumstances ABP will allow third party cranes on the port estate, for specific operations, and each such operation will require a specific approval from ABP Operations department, and a specific licence to operate will be issued for that operation.

Use of Cranes

2. i) During the period of hire, the Hirer shall be fully responsible for the care and operation of the cranes. In accordance with the Lifting Operations and Lifting Equipment Regulations 1998 the Hirer shall appoint a competent person to manage the operation. The Hirer shall give ABP the name and details of the authority of the competent person if requested.
- ii) In accordance with the Lifting Operations and Lifting Equipment Regulations 1998, the Hirer shall ensure that all reasonable pre-use and other checks are carried out and recorded.
- iii) ABP shall provide a competent cranedriver, who shall be under the exclusive control of the Hirer during the period of hire. Such cranedriver shall, for all purposes in connection with the operation of the crane, be regarded as a servant or agent of the Hirer, who alone shall be responsible for all claims arising out of or in connection with the operation of the crane by the cranedriver whether arising from his/her negligence or otherwise. The Hirer shall not permit any other person to operate such crane without ABP's prior written consent.
- iv) The Hirer must provide their own fully compliant and tested slings and other lifting gear.
- v) It is the responsibility of the Hirer to check the capacity and capability of the cranes provided to ensure that they are not overloaded.
- vi) The data logger system available on Gottwald HMK cranes provides an indicative weight only. ABP strongly advise that a Department of Transport certificated weighbridge is used to accurately check weights of cargo discharged/loaded. ABP will not accept any liability for the accuracy of information provided from the Data Loggers nor for any costs that may be incurred as a result of failure to adhere to this recommendation.

Safety

3. i) It is the responsibility of the Hirer to ensure that the cranes' working conditions and methods employed in their operation are safe and free of risk to the health and safety of its and ABP's employees and all other third parties.
- ii) It is the responsibility of the Hirer to ensure that the quay is left clean and free of any spillage/debris/dunnage/skips/waste receptacles on completion of vessel operations.
- iii) The Hirer shall at all times permit ABP, its servants, agents and insurers access to the crane, whether in operation or not, for the purpose of inspecting, testing, adjusting maintaining, repairing or replacing the same.

Damage

4. The Hirer shall give immediate notification, confirmed in writing within seven days thereafter to ABP's Quay Supervisor, in the event of breakdown, accident, loss of or damage to plant howsoever caused. Where such an event is due to the negligent act or default or omission of the Hirer, its servants or agents, any third parties, or any other cause, the Hirer shall indemnify ABP for all reasonable costs incurred in effecting the necessary repairs or, where the plant or part thereof is lost or beyond repair, its replacement cost.

Indemnity

5. Hirers will make good all loss of or damage to the equipment from whatsoever cause arising and fully indemnify ABP in respect of all claims for personal injury, death or damage to property howsoever arising out of the use of the equipment (including arising out of the use or operation of the equipment by any employee of ABP hired with the equipment) and in respect of all costs and charges in connection therewith.

Insurance

6. Hirers will insure against losses arising as defined in Condition 5. above and for breach of any of these Conditions with a reputable insurance company prior to operating any crane under this order, (and to notify ABP when such insurance has been effective) and if so requested, produce the policy or a copy of it to ABP.

Law

7. The Agreement shall be governed by and shall be construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

Charges

8. Charges for the hire of cranes/equipment will be recovered through the Company completing the Order Form ("the hirer"). Hire charges are as listed below.

PORT OF IMMINGHAM - CRANE HIRE CHARGES

VALID FROM 1 JULY 2010 - 31 DECEMBER 2010

Crane Hire on time basis

Fixed cranes on No. 2 Quay, 15 tonnes capacity	£160 per hour or part thereof
Mobile harbour cranes (up to a maximum of 30 tonnes)	£170 per hour or part thereof

Crane Hire on tonnage basis (for grabbing cargoes)

Hire of crane, grab and hopper	£3.53 per tonne
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A minimum charge of 4 hours will apply for all cranes where cranes are in use for less than 4 hours.

Crane Hire on conventional cargo/single indivisible lifts over 30 tonnes

Initial hire charge of £1,344 per 8 hour day or part thereof **plus** an additional charge per lift as follows:

i) Lifts 31 to 35 tonnes	£230 per lift
ii) Lifts 36 to 45 tonnes	£460 per lift
iii) Lifts 46 tonnes to 60 tonne	£920 per lift
iv) Lifts 61 tonnes to 100 tonnes*	£1,800 per lift

* *Maximum including lifting gear*

All weights are based on gross weight below hook.

Any cancellation of crane hire received not less than 12 hours prior to order will be charged at the minimum tariff of 4 hours per crane.

Tandem Lift Hire

ABP is now able to offer Tandem Lift operations upto a maximum of 150 tonnes subject to operational approval.

All Tandem Lifts will be quoted on request.

Hire of associated equipment

Use of ABP Spreader for container handling	£44.00 per hour or part thereof
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**All charges quoted above include the provision of the crane driver.
All charges are quoted subject to crane availability**