



HULL & GOOLE

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

Enquiries for rates, charges and general information
should be made to:

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NOTE

The attention of port users is drawn to the General Bye-Laws for the Ports of Hull and Goole. The provisions of the Bye-Laws shall have precedence over any regulations and conditions contained herein.

Copies of the Bye-Laws may be obtained on application to the Port Director.

This Schedule is operative from 1st July to 31st December 2010 and cancels all previous issues and operates until further notice.

Estuary Charges (Pilotage Charges, River Charges, Conservancy and River Craft Registration) may be obtained from www.humber.com/estuary-information/estuary-charges/index.asp.

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STANDARD TERMS AND CONDITIONS OF TRADE

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.

'Hover Vehicle' means a vehicle, however propelled, designed to be supported on a cushion of air.

'Hydrofoil Vessel' means a vessel, however propelled, designed to be supported on foils.

'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 and a hover vehicle and a hydrofoil vessel.

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 express 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 Customs and Excise, 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 4 days from time of final discharge of the vessel for incoming traffic or 12 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 £3,000,000 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 Masters and other officials as well as the lawful requirements of HM Customs and Excise, the Police, the Health and Safety Executive, the Public Health Authority or any similar body.

14. HOURS OF WORK

ABP shall not be bound to do any work outside the normal hours of 0800 to 1830, or on National Public Holidays, unless otherwise agreed in writing by ABP, and shall be entitled to make additional charge for any work done outside such hours at the customer's request.

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 or on receipt of invoice (whichever is the earlier)
Goods and Passenger Dues and other trade accounts	- payable on demand unless special credit facilities have been agreed.

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 apply a statutory interest rate on late payments of 8% above the Bank of England base rate on all accounts overdue, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, 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 a pass has been obtained from the Port Director, which must be lodged with the Dock Master prior to the departure of the vessel.

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 moneys owing by the owners to ABP on any account, and in the event of any such charges, expenses and

moneys 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 moneys 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.

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, and, in event of a sale, payment or tender of the net proceeds of 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.

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, civil commotion, or act of terrorism.
- (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 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.

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.

**DUES AND RENT ON SHIPS USING ABP DOCKS,
QUAYS OR JETTIES AT HULL**

**REGULATIONS AND CONDITIONS
APPLICABLE TO SHIPS DUES AND RENT**

- (i) Ships entering and leaving the docks, quays or jetties will be charged the inward or outward dues whichever may be higher based on the following scheduled tariff, except where a ship arrives or departs in ballast the dues will be assessed on the cargo carrying voyage.
- (ii) In the case of ships trading inwards or outwards, such ships will be liable to pay dues in respect of the most distant of all the ports or places from or to which they shall have traded or shall trade.
- (iii) Ships dues cover one entering or commencing to use ABP docks, quays or jetties followed by one departure therefrom, including one docking and undocking, or one mooring or unmooring at a quay or jetty outside the enclosed docks. Any subsequent docking or undocking will be subject to the charge shown in regulation (iv) except when the second docking and undocking is upon orders given by the Dock Master.
- (iv) For each docking/undocking in accordance with regulation (iii) above an additional charge equivalent to 25 per cent of the published dues will be payable, subject to a maximum of £915.00 in the case only of vessels moving solely for dry docking.
- (v) The following 'part cargo' arrangements will apply:-
Ships dues will be charged on every vessel entering the port to discharge and/or load part cargoes on the aggregate tonnage or the cubic metre of the cargo. Part cargo arrangements will be based on the tonnage or cubic metre of the cargo, whichever is the greater when the same does not exceed the NT of the ship. The minimum charge per vessel to be as 500 tonnes or 500 cubic metres, whichever is the charging unit.
- (vi) Seine net vessels will be charged dues on the net tonnage or at 45 per cent of the gross tonnage, whichever may be the lower.
- (vii) Exemption from the dues under Class 5 (a) of this Table will be granted to river craft as follows:-
 - (a) Craft entering a dock and loading or discharging cargo will be exempt from dues and rent provided they leave the dock on or before the third day after entry (dates of entry and of departure to count).
 - (b) Craft entering a dock:-
 - (i) as described in (a) above but which remain beyond the third day after entry.
 - (ii) which do not load or discharge cargo within the three days from entry, shall be subject to the charges under Class 5 (a).

For the purposes of this clause a "river craft" is defined as any vessel used in navigating the River Humber and not passing from the River Humber to the sea.
- (viii) Harbour Tugs in Class 6 will be charged with a minimum as for 20 tons and a maximum as for 40 tons. Harbour Tugs are defined as tugs normally based in the River Humber and performing towage services within the Humber Ports.
- (ix) In calculating the rent both the day of entry and the day of departure will be included.
- (x) Rent in accordance with this Table will not be charged during the time vessels are occupying Graving Docks.
- (xi) In calculating ships dues fractions of a week or net ton will be reckoned as a week or net ton respectively.
- (xii) Ships, other than ships in Classes 5 or 6, arriving to lie up, repair, fit out and / or take on board stores and / or bunkers, will be liable to dues/rent as shown in Class 1 subject to a minimum payment based on 200 tons.
- (xiii) The basis of charges for ships dues and 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 dues or rent payable, or to impose an assessment of Net Tonnage for the payment of such dues or rents for any vessel which has not been measured in accordance with the above Convention.

HULL SHIPS DUES AND RENT

Ships other than ships in Classes 4, 5 or 6 entering or leaving for -	Dues per NT £	Number of days free of rent	Rent after free period per NT per week £
CLASS 1 For every vessel trading coastwise in Great Britain, Northern Ireland, Channel Islands and Isle of Man	1.34	3	1.15
CLASS 2 For every vessel trading to/from EU States, plus Norway and Iceland	6.33	3	1.15
CLASS 3 For every vessel trading to/from the rest of the world	9.45	3	1.15
Fishing Vessels			
CLASS 4	Schedule on request		
River Craft			
CLASS 5 (a) for river craft in accordance with Regulation (vii) (b) for river craft using the Salt End Jetties £0.91 per tonne of cargo loaded and/or discharged with a minimum as for 100 tonnes	0.81	3	0.63
Harbour Tugs			
CLASS 6 For each entry into an enclosed dock (See Regulation viii)	1.10	3	1.12

Ships Dues charges for regular liner services, project cargo, large indivisible loads and modules will be quoted on request.

**GOOLE
SHIPS DUES AND RENT**

RATES to be charged for and in respect of every Ship or Vessel entering into the Port of Goole.

For every Ship or Vessel coming from or going to the undermentioned Port or Places.	Dues per NT £
CLASS 1 For every vessel trading coastwise in Great Britain, Northern Ireland, Channel Islands and Isle of Man	1.27
CLASS 2 For every vessel trading to/from EU States, plus Norway and Iceland	4.80
CLASS 3 For every vessel trading to/from the rest of the world	6.14

Note:

- (1) The basis of charges for ships dues and rent shall be the net tonnage as calculated under the provisions of the International Tonnage Convention (1969). ABP reserves the right to add a surcharge to the dues or rent payable, or to impose an assessment of Net Tonnage for the payment of such dues or rents for any vessel which has not been measured in accordance with the above Convention.
- (2) Subject to vessels paying ships dues at the rates published herein the basis of charge shall be calculated on the inward or outward voyage, whichever may be the higher.
- (3) The following 'part cargo' arrangements will apply:- Ships dues will be charged on every vessel entering the port to discharge and/or load part cargoes on the aggregate tonnage or the cubic metre of the cargo. Part cargo arrangements will be based on the tonnage or cubic metre of the cargo, whichever is the greater when the same does not exceed the NT of the ship. The minimum charge per vessel to be as 500 tonnes or 500 cubic metres, whichever is the charging unit.

1. DOCK RENT ON VESSELS

- (a) Vessels arriving to discharge and/or load cargo and remaining beyond three days shall be liable to dock rent charges at the rate of £0.22 per NT per day in addition to ships dues.
- (b) Vessels arriving and departing in ballast for whatever reason and remaining beyond three days shall be liable to a charge of £0.44 per NT per day in addition to ships dues.

Note: Availability of berths is subject to advance notice and at ABP's sole discretion.

2. DOCK RENT ON CRAFT

The expression 'craft' includes barges and lighters.

- (a) Craft navigating upon the canal between Knottingley and Goole and passing into or out of the River Ouse will be exempt from rent charges provided they do not remain in the docks longer than 24 hours.
- (b) Craft using the docks for the purpose of loading and unloading cargo to and from vessels within the port will be exempt from rent charges provided they leave the port on or before the third day after entry (the dates of entry and departure to count).
- (c) (i) Craft entering the docks for the purpose described in 2(a) but remaining beyond 24 hours and
(ii) Craft entering the docks for the purpose described in 2(b) but remaining beyond the third day after entry and
(iii) Craft which neither load or discharge cargo shall be subject to the rental charges shown in (d) below.
- (d) (i) For the first week and for each subsequent week or part thereof the sum of £105 per week.
Day means calendar day inclusive of Saturday, Sunday and Bank Holidays.
Each entry and departure shall be treated separately for charging purposes.
Operators of craft entering or leaving the port by way of canal are required to report the arrival/departure to the Dock Master.

LATE PENNING

Vessels penning immediately outside of the free tidal period:	£
(a) Sea-Going Vessel	78.75
(b) Rivercraft - Single	26.25
Rivercraft - Two or more	each 15.75
Free tidal period: 2½ hours before predicted high water to 1½ hours after predicted high water.	
(c) Rivercraft penning outside the normal free tidal period and also outside normal working working hours Monday to Friday - By prior arrangement with the Dock Master	36.75

NOTE: For charges applicable to pleasure craft see Page 14.

OUSE (LOWER) IMPROVEMENT TOLLS & RATES

Vessels using the Port of Goole are subject to the following charges:

FIRST SCHEDULE

River Tolls	£
Sea-going vessels	
For every vessel from or to any port or place, per net tonnage	0.243
River Craft	
For every vessel passing into or out of the Port of Goole, a toll for every metric tonne of cargo conveyed in such vessel	0.122
Vessels under 10 tons burthen exempt.	

SECOND SCHEDULE

Rates on Animal and Goods	
For every animal	0.462
Coal, coke and patent fuels, bricks, iron ore, pitch, timber, sand, stone and quartzite rock	0.335
per metric tonne	0.405
All other goods and articles of every description per metric tonne	
The cargoes of river craft to be exempt.	

THIRD SCHEDULE

Land Rates	
For every person landing or embarking from any staith, jetty, wharf, quay, pier, landing or bank of the river or other work of the Associated British Ports and the luggage or other effects of such persons not exceeding 13 kilos	5.904

FOURTH SCHEDULE

Rates for the use of Piers and Jetties	
For every vessel mooring at or alongside any jetty, pier, landing or quay of the Associated British Ports, for every call or use up to the maximum of one ebb (i.e. per ebb or part thereof)	
River Craft	20.00
Other vessels not exceeding 300 net tonnage	100.00
Vessels over 300 net tonnage	200.00
NOTE: Sea-going vessels calling at the piers and jetties, solely for the embarkation/ disembarkation of pilots, and departing immediately.	60.00

FIFTH SCHEDULE

Rates in respect of Lights, Beacons and Buoys	
For every vessel (except river craft) navigating within the limits of improvement per net tonnage	0.058
Any vessel which has paid this rate on the voyage inwards or outwards shall not be liable to payment thereof on the return voyage outwards or inwards as the case may be.	

NOTE:

- (i) Vessels passing to and from Selby and places above, and also Vessels not exceeding 250 net tonnage, passing to or from other places above the 'Limits of Improvement' of the River, or conveying goods or articles to be used or produced upon farms within the township abutting upon the River, within the same limits, and not passing into or out of the Port of Goole are exempt from the Tolls and Rates specified in the First, Second and Fifth Schedules. The 'Limits of Improvement' of the River extend from 100 yards below Skelton Railway Bridge to Faxfleet Ness.
- (ii) Ouse (Lower) Improvement Tolls - First and Fifth Schedules are calculated in accordance with the provisions contained in notes (1) and (2) as described in the schedule of Ships Dues.

PLEASURE CRAFT

Pleasure craft using the Port of Goole are subject to the following charges:-

	£ (inc VAT)
1. Rates for the use of Piers and Jetties	
For every pleasure craft mooring at Blacktoft Jetty or the piers at Goole - per ebb or part thereof.	26.00
2. Use of Goole Locks immediately outside of the free tidal period	
(a) Single Craft	26.00
Two or more	18.50
(b) Craft penning outside the normal free tidal period and also outside normal working hours Monday to Friday - by prior arrangement with the Dock Master	42.00
Free tidal period: 2½ hours before predicted high water to 1½ hours after predicted high water.	
3. Craft remaining within Goole Docks - per day.....	26.00

NOTE:

Payment is required at the time the service is performed - cheques to be payable to Associated British Ports and crossed 'A/C payee only'.

GOODS DUES (WHARFAGE)

1. The dues listed in this table will apply to Goods shipped or unshipped at Hull and Goole Docks.
2. Goods imported and subsequently exported without change in nature will be liable to inward goods dues only provided the full tariff rate has been levied at the time of importation.
3. Where any goods are not listed in this Table the due chargeable will be as for whatever goods listed most nearly resembles it, provided that where ABP consider that no such comparison is feasible, the due will be as for "Goods not otherwise rated".
4. Goods dues will be levied upon the gross weight or volume of the goods and any packing and packaging in which such goods is contained.
5. Dues are raised on all cargo loaded or discharged overside at the rate of 50% of the scheduled merchandise dues.
6. Dues are raised on all cargo (except fish) loaded or discharged for coastwise movement at the rate of 70% of the scheduled merchandise dues.
7. N.O.R. means "not otherwise rated".

COMMODITY <i>Per Metric Tonne unless otherwise stated</i>	£
ALUMINIUM	4.84
AMMUNITION	30.46
BRICKS	3.38
BUNKER FUEL	2.41
CARDBOARD	4.84
CEMENT	4.63
CHEMICALS N.O.R.	7.24
CHIPBOARD	4.84
COAL or COKE	1.82
COCOA BEANS	5.64
COFFEE BEANS	5.64
CONCRETE	3.38
COPPER	6.41
COPRA	6.41
FERRO ALLOYS	4.84
FERTILISERS	3.99
FISH (FRESH/FROZEN)	21.87
FISH MEAL	3.38
FISH OILS	9.55
FOODSTUFFS N.O.R.	7.35
CANNED GOODS, etc	9.55
WINES & SPIRITS	9.55
MEAT	7.99
FRUIT & FRUIT JUICES	7.99
GLASS	7.99
GRAIN	3.17
GRANITE	4.17
HARDBOARD	4.84
HARDWOODS (per cbm)	3.16
IRON & STEEL SCRAP	3.99
KRAFT LINER BOARD	4.84
MAIL	7.99

COMMODITY <i>Per Metric Tonne unless otherwise stated</i>	£
GOODS NOR	9.55
METALS NOR.....	6.41
MOLASSES	4.40
MOTOR VEHICLES	
CARAVANS (each).....	15.07
LORRIES (each)	20.87
MOTOR CARS (each).....	15.07
TRACTORS (each).....	17.19
OILNUTS.....	4.84
OILSEEDS	4.84
ORES N.O.R.	6.41
PAINT	6.41
PAPER & PULP	4.84
PLYWOOD	4.84
SLAG & STONE.....	1.81
SOFTWOODS (cbm).....	2.00
STEEL BARS, etc	1.67
COIL, INGOTS, etc.....	2.28
PIPES & TUBES	3.92
ANY OTHER CATEGORY	6.14
SUGAR	4.84
TEXTILES	6.41
VEGETABLES.....	4.84
VEGETABLE OILS	9.55
WHITING	2.57
WOODPULP.....	2.47
WOOL	4.84
ZINC.....	4.84

**GOODS DUES RATES FOR PROJECT CARGO, LARGE INDIVISIBLE LOADS OR
MODULES WILL BE QUOTED ON REQUEST.
THESE RATES WILL BE QUOTED ON A CUBIC METRE BASIS WHEN THIS IS GREATER
THAN THE TONNAGE OF THE CARGO.**

PASSENGER DUES

	£
(1) To or from any port or place in the United Kingdom, the Channel Islands or the Isle of Man <i>per passenger</i>	6.89
(2) To or from any port or place otherwise than as specified in paragraph (1) of this Table <i>per passenger</i>	8.08

TABLE 7**STORAGE CHARGES**

Details of charges for open and covered storage are available on application.

TABLE 8**INTERNATIONAL SHIPS AND PORT FACILITY SECURITY CODE (ISPS) SECURITY CHARGE**

All vessels will be invoiced a charge of £37.68 when berthed at Hull and Goole'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-annual notification requirements.

CONDITIONS FOR HIRE OF CRANES AND EQUIPMENT AT THE PORTS OF HULL & GOOLE

Applications for hire of cranes with or without auxiliary lifting equipment must be made upon the appropriate ABP Order Form.

1. General

- (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 auxiliary lifting equipment that may be operated with any particular crane or cranes.
- (iii) ABP do not guarantee the availability of cranes, auxiliary lifting equipment and hoppers at any specific times.
- (iv) ABP shall not be liable for any delay or its consequences arising from breakdowns of the cranes, auxiliary lifting equipment 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.

2. Use of Cranes

- (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) The Hirer shall provide an authorised competent cranedriver, who shall be under the exclusive control of the Hirer during the Period of Hire. Only cranedrivers who have signed an authority in respect of Drugs and Alcohol testing are able to operate the cranes. If the Hirer allows anyone who has not committed to this to operate the cranes then the Hirer shall be in breach of this agreement. The Hirer shall provide ABP with details of the cranedriver prior to the commencement of the hire period. 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 mobile harbour 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.

3. Safety

- (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 on completion of 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.
- (iv) Cranedrivers will be required to submit to drug and alcohol testing in the following circumstances:
 - (i) Following any incident in which they are involved, or
 - (ii) If ABP has any reasonable basis for considering that the cranedriver may be under the influence of drugs or alcohol.
- (v) The Hirer will ensure that all cranedrivers are informed about the requirements to submit to Drug and Alcohol testing under this Clause 3.

4. Damage

The Hirer shall give immediate notification, confirmed in writing within seven days thereafter to ABP's Operations Department, in the event of breakdown, accident, incident, 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.

5. Indemnity

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.

6. Insurance

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 (and to notify ABP when such insurance has been effective), and if so requested, produce the policy or a copy of it to ABP.

7. Law

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

PORTS OF HULL & GOOLE - CRANE HIRE CHARGES

1 JULY 2010 - 31 DECEMBER 2010

1. Crane Hire on a time basis

Quay cranes up to 10 tonnes capacity	£115 per hour*
Quay cranes above 10 tonnes capacity	£135 per hour*

* Charges based on number of hours worked or part thereof.

(A minimum charge of 2 hours will apply for cranes ordered and not required or where cranes are in use for less than 2 hours.)

2. Grab and Hopper Hire

Hire of grabs	£10.34 per hour*
Hire of hoppers (excluding cleaning)	£18.24 per hour*

* Charges based on number of hours worked or part thereof.

3. Crane Hire Mobile Harbour Crane

(a) Time hire on cargo up to 30-tonnes	£160.00 per hour*
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* Charges based on number of hours worked or part thereof.

(A minimum charge of 2 hours will apply for cranes ordered and not required or where cranes are in use for less than 2 hours.)

(b) Time hire on cargo over 30-tonnes (single indivisible lifts)

Initial charge of £1,280 per 8-hour day or part thereof plus an additional charge per lift of:

(i) Lifts over 30-tonnes to 35 tonnes	£230 per lift
(ii) Lifts over 35-tonnes to 45-tonnes	£460 per lift
(iii) Lifts over 45-tonnes to 60-tonnes	£920 per lift
(iv) Lifts over 60-tonnes to 100-tonnes	£1,800 per lift

All weights are based on Gross Weight below hook.

Subject to a maximum charge in any 8-hour period when

handling heavy lifts of	£4,800
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Hire periods in excess of 8 hours will be charged on a pro-rata hourly basis.

(c) Yard Work	rates upon application
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4. Crane Hire Liebherr 944 Excavator Crane

All Cargo	£160.00 per hour*
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* Charges based on number of hours worked or part thereof

(A minimum charge of 2 hours will apply for crane ordered and not required or where crane is in use for less than 2 hours).

All Charges quoted above EXCLUDE the provision of a cranedriver.

All Charges are quoted subject to crane availability.