

PORT  
*of*  
TYNE

SCHEDULE  
OF CHARGES  
2017



This schedule contains information relating to Port of Tyne's charges:

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- D. Reporting and Payments
- E. Terms and Conditions

For information on all charges please contact Port of Tyne:

Port of Tyne	Tel: +44 (0)191 455 2671
Maritime House	Email: <a href="mailto:commercial@portoptyne.co.uk">commercial@portoptyne.co.uk</a>
Tyne Dock	
South Shields	
NE34 9PT	

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

Port of Tyne	Tel: +44 (0)191 257 2080
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.portoptyne.co.uk](http://www.portoptyne.co.uk)**

The charges in this Schedule are made by the Authority pursuant to the Harbours Act 1964, the Docks and Harbours Act 1966, the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968 and the Pilotage Act 1987 and are subject to alteration and revision at any time.

*Details correct at time of print: December 2016*

## **Port of Tyne's Pilotage Direction**

In accordance with the Pilotage Act 1987 the Port of Tyne is the Pilotage Authority for the Tyne Pilotage District.

*"The Pilotage District, with effect from 27 July 1989, will be the Port which includes the seaward approaches within a radius of one mile from either of the roundheads of the North and South Piers at the mouth of the River Tyne and shall include, for the purposes of compulsory pilotage under Part I of the Pilotage Act 1987, so much of the area outside the port as lies within a radius of 3miles from each of the roundheads, above described, contained within an area East of a line South Pier lighthouse bearing 179° and to the North of a line South Pier lighthouse bearing 288°".*

### **Compulsory pilotage:**

Pilotage is compulsory for vessels over 50 metres LOA. (In the case of vessels or objects being towed, pilotage is compulsory where the combined length of the tow exceeds 50m).

### **Except:**

- (a) A Pilotage Exemption Certificate (PEC) may be granted to the Master or First Mate of such vessels after examination.
- (b) At the discretion of the Authority, a Pilotage Exemption Certificate (PEC) may be granted to the Masters or First Mate of vessels > 50 metres but <100m LOA, without examination.

### **Pilotage is non-compulsory for vessels up to 50 metres, and as follows:**

- (a) For vessels being moved entirely outside the main navigable channel for the purpose of changing from one mooring to another mooring.
- (b) At the discretion of the Port of Tyne, for named vessels and masters, based in the port, operating regularly throughout the year, and engaged in:
  - The transport of waste or dredged materials;
  - Refuelling or storing of other vessels;
  - The movement of barges, pontoons, or other similar craft:
- (c) For vessels which are transiting the seaward approaches to and from other ports.
- (d) For vessels anchoring in that part of the designated anchorage North East of the River Tyne entrance which lies within the port limits.

### **River Sections**

The four sections of the Tyne Pilotage District are:

- I. From the outer limits of the Pilotage District as previously described to a line drawn due north through Jarrow Quay Corner to the North Bank.
- II. From the upriver limit of Section I upriver to a line drawn due south from St Anthony's Point to the South Bank.
- III. From the upriver limit of Section II to the downstream side of the Swing Bridge at Newcastle and Gateshead.
- IV. From the upriver limit of Section III to the navigable limits of the Port upstream.

### **Port Rules**

The Port Rules are available on the Port of Tyne website, visit [www.portoftyne.co.uk](http://www.portoftyne.co.uk)

## 1. MARINE PILOTAGE CHARGES

### Charges for Exempt Ships

Ships navigating within the Pilotage District under the pilotage of a Master or First Mate who is the holder of a pilotage exemption certificate issued by the Harbour Master will be charged 10% of the applicable rate for such ships. Ships navigating within the Tyne Pilotage District beyond the river section for which an exemption certificate is held will be charged the full rate for pilotage.

### A. General

These charges include a 11% Pilots National Pension Fund (PNPF) Levy. A breakdown of Marine Pilotage Charges incorporating the PNPF Levy can be found in Section 4C.

These charges apply to each individual pilotage act.

#### Ships - based on the Gross Tonnage (GT) of the ship

Gross Tonnage	Pence / GT	Minimum (£)
UP - 3,600	14.87	201.00
3,601 - 7,000	10.77	535.00
7,001 - 10,000	9.71	758.00
10,001 - 13,000	9.41	971.00
13,001 +	9.26	1219.00

#### Oil Drilling Rigs etc - based on square area

**Pence / Sq. Metre**  
45.87

#### Offshore Barges - lump sum

Gross Tonnage	Unladen (£)	Laden (£)
UP to 20,000	876.00	1497.00
20,001 +	1879.00	2490.00

### B. Moving on the River

These charges include a 11% Pilots National Pension Fund (PNPF) Levy. A breakdown of Marine Pilotage Charges incorporating the PNPF Levy can be found in Section 4C.

Ships - based on Gross Tonnage (GT) of the ship	Pence / GT	Minimum (£)
	5.93	199.00

#### Oil Drilling Rigs etc - based on square area

**Pence / Sq. Metre**  
34.33

#### Offshore Barges - lump sum

Gross Tonnage	Unladen (£)	Laden (£)
UP to 20,000	397.00	999.00
20,001 +	999.00	1594.00

In addition any service in excess of three hours duration will be charged at the rate of £170.00 per excess hour or part thereof.

### Dredgers

Pilotage charges for dredgers working in the river and operational advice on dredging can also be obtained from the Harbour Master.

### **C. Charges for Other Pilotage Services**

These charges include an 11% Pilots National Pension Fund (PNPF) Levy. A breakdown of Marine Pilotage Charges incorporating the PNPF Levy can be found in Section 4C.

#### **Moving From The River To An Anchorage**

In addition to the outward pilotage charge, a charge of £170.00 per hour or part of an hour will be levied commencing when the vessel passes beyond the piers.

#### **Second Pilot**

Where a second pilot is required to assist a pilot performing an act of pilotage, a charge of £170.00 per hour or part of an hour will be levied.

#### **Compass Adjusting**

If a pilot is in attendance when the compasses (and/or nav aids) of a ship are adjusted (or calibrated), £170.00 will be charged.

#### **Pilots Carried Outside The Pilotage District**

(a) When the intention to disembark a pilot or pilots after an outward act of pilotage is prevented, by either reasons of safety or other unforeseen circumstances, an additional charge will be levied of £588.00 per pilot per 24 hour day (and pro rata for any part of a day) until he returns to the District. In addition, charges for reasonable subsistence and travel costs will be levied.

(b) Where the boarding or landing of a pilot within the Pilotage District is impracticable, alternative prior arrangements may be made with the permission of the Harbour Master. The cost of such alternative arrangements will be borne by the owner.

#### **Attendance**

(a) If a pilot attends a ship for which he has been engaged as pilot and his services are no longer required, a charge of £170.00 will be levied.

(b) If a ship is not ready to move within one hour after the time for which the pilot was ordered, in addition to the ordinary pilotage charges, a charge of £170.00 per hour or part of an hour will be levied up to the starting time of the move, provided that the pilot was present at his ordered time.

(c) A cancellation fee of £170.00 will be charged if a request for a pilot is cancelled less than two hours before the due time.

#### **Detention**

A detention fee of £170.00 per hour or part of an hour will be charged if a pilot is detained on a ship after the pilotage act is completed. This is in addition to the ordinary pilotage charges.

#### **Ships Unable To Reach Their Destination In The 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.

## **D. Harbour Master Ancillary Charges**

### **Boat Hire Charges**

Hire of Duty Pilot Boat - £93.00 per hour or part thereof.

Exclusive hire of boat - £164.00 per hour or part thereof (minimum charge 4 hours).  
(A fee of 4 hours hire will be charged if the hire of the boat is cancelled with less than 24 hours notice)

Boarding and/or landing Compass/Navaid Adjuster (with or without a pilot) - £82.00

### **Boarding and Landing** (In addition to any boat hire charges)

Boarding and landing of passengers travelling to and from a vessel, (inclusive of a limited number personal effects) - £53.00 per person.

Boarding/landing additional packages or small items of spares or equipment - £53.00 per package/item.

### **Pilotage Exemption Certificate (PEC) Fees**

PEC examination fee £376.00 (Payable for each examination & resit)

PEC issue fee £305.00 (Payable on first issue or if certificate has lapsed)

Annual renewal fee £149.00

### **Attendance**

Where the Harbour Master, his Deputy or a Pilot is required/requested to attend a meeting relating to movement of vessels a charge of up to £152.00 per hour or part thereof may be charged at the discretion of the Harbour Authority.

### **Additional Marine Services**

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  
- Osprey Shipping Tel: +44 (0) 191 250 3757

For further information please contact Tyne VTS  
(Tyne Vessel Traffic Services) -

Tel: +44 (0) 191 257 2080

## 2. CHARGES ON SHIPS

### A. Conservancy and River Berth Charge

Cargo Type	Conservancy Charges on Ships		River Berth Charge on Ships
	(A)	(B)	(C)*
	£/GT	Cargo discharged and/or loaded £/tonne	£/GT
Sea dredged aggregates	0.40	0.11	0.54
Coal	0.40	0.34	0.54
Grain – Imports and exports (inc. wheat, barley, oilseed rape etc) and biomass	0.40	0.64	0.54
Oil, petroleum products and liquid chemicals	0.40	0.17	0.54
Bulk cargo other than specified above			
Aluminium, copper, tungsten and lead			
Cargoes consisting solely of semi processed and/or finished metal manufactured products (including machinery)	0.40	0.51	0.54
Chipboard, plywood, hardboard and m.d.f			
Paper and wood pulp	0.40	0.72	0.54
		<b>£/cu mtr</b>	
Sawn timber	0.40	0.63	0.54
<b>Exceptions:</b>			
Dumb barges	0.71	As cargo type above	0.54
Fishing vessels (max 7 trips/Quarter)	0.40		
Oil drilling rigs etc pay either (i) or (ii) whichever shall be the lesser	(i) £0.40 £/GT + £358.39 per day (ii) £3.65 per square metre on entry into the port		
Ships refitting or repairing on the Tyne whose stay is less than 240 hours and for those over 20,000 GT whose stay is less than 504 hours	£0.20 £/GT		
Ships refitting or repairing on the Tyne whose stay is greater than 240 hours and for those over 20,000 GT whose stay is greater than 504 hours	£0.40 £/GT		
Charges on dredgers working on the river	Available from the Harbour Master		
Charges on passenger ships	Available on application		
Charges on ships to be broken up	Available on application		
Launch charge	£0.40 £/GT		
Layby charge at River Berth	£0.07 £/GT per 24 hour period or part		

Notes: (NB – All the above charges are payable by the ship)	
1	Ships using the Port for purposes other than discharging or loading cargo pay (A) as above
2	Ships using the Port to discharge or load cargo pay (A) + (B) as above
3	Ships using the Port to discharge and load cargo pay (A) + (B) on the inward voyage and (B) only on the outward voyage, as above
*4	Ships discharging or loading cargo at Port of Tyne River Berth pay (A) + (B) + (C), as above
*5	Ships discharging and loading cargo at Port of Tyne River Berth pay (A) + (B) + (C) on the inward journey and (B) only on the outward voyage, as above
6	Ships using Port of Tyne River Berths without discharging and/or loading cargo or disembarking and/or embarking passengers pay (A) + Layby Charge
7	The Authority reserves the right to the final decision on any ship's tonnage calculation and the interpretation of all aspects of the above conservancy and river berth charges on ships.
8	Ships using a River Berth to Layby will, in addition to the Layby Charge above, pay a Quay Facility Charge of £2.00 per metre of length overall per 24 hour period or part.

## **B. Other Charges on Ships**

### **Mandatory Waste Charge**

Ships visiting Port of Tyne owned and operated berths are subject to a Mandatory Waste Charge of £89.00 per ship. The charge provides ships with either a wheelie bin or closed skip for ships garbage only.

Ships must arrange the collection and disposal of all other types of waste directly with a licensed waste contractor. A full copy of the Port's Waste Management Plan, including Waste Declaration Forms, can be found in the environmental section of the port's website, visit: [www.portoftyne.co.uk](http://www.portoftyne.co.uk)

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

Ships visiting Port of Tyne owned and operated berths will be subject to an ISPS Security Charge of £64.00 per visit, which contributes to security services and infrastructure costs incurred by Port of Tyne. The charge will not apply to vessels less than 500 GRT 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 Port of Tyne's Commercial Department.

### **Welfare Levy**

Ships visiting the Port of Tyne will be subject to a voluntary Welfare Levy based on Gross Tonnage, which contributes to the welfare of seafarers serving on vessels visiting the Port of Tyne. The charge will be invoiced with other Charges on Ships. All parties have the option to decline the opportunity to contribute and will be credited accordingly. The Welfare Levy will only be levied for a vessel's first 10 visits to the Port of Tyne, each calendar year.

<b>Gross Tonnage</b>	<b>Welfare Levy (per visit)</b>
Less than 7,000	£20.00
7,000 - 20,000	£25.00
20,000 and over	£30.00

The Port of Tyne 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.

### **Swing Bridge Charge**

River craft moving upriver passing through the Swing Bridge will pay an additional charge of £139.00 per swing. Between 2030-0800 hours, an additional charge will be incurred.

### C. River Craft Charge - Craft Moored in and/or using the port\*

**Pleasure Craft** - Subject to an annual conservancy charge, at rates shown below:

<b>Length Overall (metres)</b>	<b>Individual</b>	<b>Club*</b>
Less than 15m	£60.00	£42.00
15m to 30m	£86.00	£42.00
30m and over	£113.00	£42.00

*\*This rate applies where a club official registers boats as the single point of contact on behalf of members, otherwise craft will be charged the individual rate.*

- Visiting pleasure craft staying for less than 14 days - no charges will apply.
- Vessels launched and recovered each day - no charges will apply.
- For stays/periods of between 14 days and 3 months 50% of the above rates will apply.
- For periods of 3 months and over the annual charge will apply in full.

**Craft Predominantly used for pleasure** (but engaged from time to time for hire or reward).

Double the above rates documented in pleasure craft section (C1).

**Craft Commercially Employed** - Subject to an annual conservancy charge, at rates shown below (quarterly in advance).

<b>Length Overall (Metres)</b>	
Less than 15m	£179.00
15m to 30m	£542.00
30m to 60m	£1077.00
Over 60m	£ on application

For stays/periods of between 0 days and 3 months 50% of the above rates will apply. For periods of 3 months and over the annual charge will apply in full.

### 3. CHARGES ON GOODS

#### A. Conservancy Charges on Goods

Conservancy charges on goods are payable to the Port of Tyne on all goods (except those which are exempt) discharged from, or loaded to, any ship within the port and whether discharged or loaded at the Port of Tyne river or buoy berths or at private facilities.

- Articles of Iron and Steel
  - Billets, Blooms, Slabs, Bars, Coils, Piles
  - Plates, Wire Rod/Rope, Angles, Sections: £1.10 per tonne
  - Tubes, Pipes, Anchors, Chains, Castings, Forgings: £1.60 per tonne
- Machinery and Mechanical Appliances (including fabricated structures): £2.86 per tonne
- Offshore Flexible Pipe: £4.37 per tonne
- Other Commodities: On Application

## **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

Subject to the appropriate declaration being made.

## **B. Wharfage Charges on Goods**

Wharfage charges on goods are payable in respect of the use of the Port of Tyne river berths and the services and facilities thereat. Details may be obtained from the Port of Tyne Commercial Department.

## **C. Cargo Handling**

Cargo handling charges at the Port of Tyne's river berths may be obtained from the Port of Tyne Commercial Department.

# **4. REFERENCE SECTION**

## **A. Definitions**

In this Schedule unless the context otherwise requires:

“The Harbour Master”

The Harbour Master appointed by the Port of Tyne and includes authorised deputies and assistants and any person authorised by the Port of Tyne to act in any of those capacities.

“The Port”

The River Tyne from Hedwin Streams above Newcastle upon Tyne to the roundheads of the North and South Pier at the mouth of the River Tyne and all rivers, streams, havens, creeks, bays and inlets within the flow and reflow of the tide which discharge into the River Tyne, within the limits above and the Dock Estate as defined in the Port of Tyne General Byelaws 3.

“The River”

That part of the River Tyne from a line drawn between the Roundheads of the North and South Piers to Hedwin Streams.

“Ship”

Every description of vessel, however propelled or moved and including any floating manufactured article and anything constructed or used to carry persons or goods by water.

“GT”

The Gross Tonnage shown on the International Tonnage Certificate (1969) issued under the provisions of the International Convention on Tonnage Measurement of Ships 1969.

“Dumb Barge”

Any barge, which is not fitted with mechanical means of propulsion.

“Barge”

Includes any lighter or similar vessel whether self-propelled or not.

“Oil Drilling Rigs, etc”

Any vessel or unit of the type listed in Lloyds Register of Offshore Units, Submersibles and Underwater Systems.

“Owner”

When used in reference to any ship includes the owner, master, charterer, or other person(s) in charge of the ship and when used in reference to goods includes the owner, consignor, shipper, consignees or other person(s) in charge of the goods and in either case includes their respective agents in relation thereto.

“Goods”

Includes fish, livestock and animals of all descriptions.

## **B. Basis of Charges**

1. For charging purposes a ship's GT shall be the GT as shown on the International Tonnage Certificate (1969) issued under the provisions of the International Convention on Tonnage Measurement of Ships 1969. In the United Kingdom S1 1982 No 841, The Merchant Shipping (Tonnage) Regulations 1982, gave effect to this Convention, there-under, subject to the following proviso -
  - if a ship has not been measured in accordance with the 1969 Tonnage Measurement Convention or a certificate is not produced in a form acceptable to the Port of Tyne may reserve the right to calculate and apply a gross tonnage in any manner considered reasonably appropriate.
2. Tankers with segregated ballast tanks, which comply with the definition in Regulation 1(17) Annex 1 to Marpol 73/78, may exclude the tonnage of the segregated ballast tanks from the International Tonnage Certificate (1969) of the vessel before charges in this schedule are applied, provided that proof of both the original and revised GT are furnished with the agents declaration form for each vessel arrival.
3. Charges on oil drilling rigs, semi-submersible platforms and similar ships or structures (excepting those with conventional hulls) will be based on the area in square metres commensurate with their extreme dimension in the horizontal plane, excluding the helideck.
4. Charges for the services of a pilot on offshore barges and those carrying cargo wholly or mainly on the weather deck, shall be payable on a lump sum basis.
5. The pilotage charge for a ship under tow will be assessed on the vessel towed only. Any additional pilots assigned to the towing operation will be regarded as second pilots.

6. Sea tugs handing over a tow to harbour tugs within the area of jurisdiction for compulsory pilotage, without berthing within the Port, will be regarded as non-compulsory pilotage.
7. Pusher tugs propelling a cargo unit will be charged on the basis of the aggregate tonnage of the combined vessel. When such a tug is towing the unit as a conventional tow, the same charge will apply.
8. Charges quoted as a rate per tonne will be levied on the gross weight of the goods including any packing and/or packaging in which such goods are contained.
9. For any goods not listed in this Schedule, the charges payable will be as for goods listed which most nearly resemble them in nature, packing and quality.
10. Charges on cargo will be assessed from the information contained in the ship's manifest.
11. Port of Tyne reserves the right to have the final decision on the interpretation of all aspects of charges.

### C. Pilots National Pension Fund (PNPF) Levy

This section provides a breakdown of the Marine Pilotage Charges incorporating the Pilots National Pension Fund (PNPF) Levy, as it appears on invoices.

A. General	Unit of Charge	Rate excluding PNPF Levy	PNPF Levy	Rate
<b>Ships – based on the Gross Tonnage (GT) of the ship</b>				
Gross Tonnage				
UP – 3,600	Pence / GT	13.40	1.47	14.87
3,601 – 7,000	Pence / GT	9.70	1.07	10.77
7,001 – 10,000	Pence / GT	8.75	0.96	9.71
10,001 – 13,000	Pence / GT	8.48	0.93	9.41
13,001 +	Pence / GT	8.34	0.92	9.26
UP – 3,600	Minimum (£)	181.00	20.00	201.00
3,601 – 7,000	Minimum (£)	482.00	53.00	535.00
7,001 – 10,000	Minimum (£)	683.00	75.00	758.00
10,001 – 13,000	Minimum (£)	875.00	96.00	971.00
13,001 +	Minimum (£)	1098.00	121.00	1219.00
<b>Oil Drilling Rigs etc – based on squared area</b>	Pence/Sq. Metre	41.32	4.55	45.87
<b>Offshore Barges – lump sum</b>				
Gross Tonnage				
UP to 20,000	Unladen (£)	789.00	87.00	876.00
20,001 +	Unladen (£)	1693.00	186.00	1879.00
UP to 20,000	Laden (£)	1349.00	148.00	1497.00
20,001 +	Laden (£)	2243.00	247.00	2490.00
<b>B. Moving on the River Ships – based on the Gross Tonnage (GT) of the ship</b>	Pence / GT	5.34	0.59	5.93
<b>Ships – based on the Gross Tonnage (GT) of the ship</b>	Minimum (£)	179.00	20.00	199.00
<b>Oil Drilling Rigs etc – based on squared area</b>	Pence/Sq. Metre	30.93	3.40	34.33
<b>Offshore Barges – lump sum Gross Tonnage</b>				
UP to 20,000	Unladen (£)	358.00	39.00	397.00
20,001 +	Unladen (£)	900.00	99.00	999.00
UP to 20,000	Laden (£)	900.00	99.00	999.00
20,001 +	Laden (£)	1436.00	158.00	1594.00
<b>C. Charges for Other Pilotage Services</b>				
<b>Moving From The River to Anchorage, Second Pilot, Detention</b>	£ per hour or part of an hour	153.00	17.00	170.00
<b>Compass Adjusting, Attendance</b>	£ lump sum	153.00	17.00	170.00
<b>Pilots Carried Outside The Pilotage District</b>	£ per pilot per 24 hour day or part of a day)	530.00	58.00	588.00

#### **D. Liability in Respect of Charges**

1. Charges shall be paid by the owner to the Port of Tyne Chief Financial Officer.
2. Where charges payable to the Port of Tyne may be recovered by them from more than one person, the said persons shall be jointly and severally liable.
3. If the owner eludes or attempts to elude or evades payment of, or refuses or neglects to pay any charges, he shall be liable to pay to the Port of Tyne a sum equal to three times the amount of such charges and this sum shall be a debt due to the Port of Tyne and shall be recovered by the Port of Tyne in any court of competent jurisdiction.
4. Any person claiming the return of the whole or any part of any charges paid to the Port of Tyne shall make his claim, produce all documents and give all information required by the Port of Tyne, in proof thereof, within one year from the time of payment; and in default thereof the claim shall cease to be enforceable.
5. An officer as defined in the Customs and Excise Act 1952 may refuse clearance of any ship if he is satisfied that payment of any charges payable to the Port of Tyne in respect of that ship, has not been made or satisfactorily secured.
6. The Port of Tyne may require any person liable or to become liable for charges to the Port of Tyne, to deposit or to guarantee such sum as, in the opinion of the Port of Tyne, is reasonable having regard to the probable amount of the charges.
7. The Port of Tyne reserves the right to require payment of charges prior to the ship clearing the Port.

#### **E. Reporting and Payments**

1. The owner of every ship must report to the Harbour Master at least 24 hours prior to entering the port and must report to the Harbour Master at least one hour prior to any intended movement within, or departure from, the Port.
2. The owner of every ship using the port shall provide the Port of Tyne Finance Department with the information they need to invoice the correct charges.
3. The owner of goods discharged and/or loaded within the port shall provide the Port of Tyne Finance Department with the information they need to invoice the correct charges.

Payment in respect of all charges shall be made to:

Port of Tyne Finance Department  
Maritime House  
Tyne Dock  
South Shields  
NE34 9PT

Nothing in these pages shall affect the statutory powers of the Port of Tyne.

These charges are made by the Authority pursuant to the Harbours Act 1964, the Docks and Harbours Act 1966, the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968 and the Pilotage Act 1987 and are subject to alteration and revision at any time.

## F. Terms and Conditions

These **terms and conditions** are made in the light of the unfair Contract terms act 1979 as amended and the Port of Tyne consider them to be fair and reasonable. They contain provisions by way of indemnity and also exclusion and limitation of liability in favour of the Port of Tyne who undertake no obligation to effect insurance (and make no charge for insurance) in respect of the customers, their servants, goods or liabilities. Customers are therefore advised to effect insurance themselves.

### GENERAL

1. In these Terms and Conditions:
  - (a) “customer” includes any person corporation firm or body of persons whether incorporated or unincorporated who visits the premises of the Port of Tyne and/or the Port 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 or seek to avail themselves of any facility or service provided by the Port of Tyne.
  - (b) “goods” include cargo 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 so to do.
  - (c) “plant” includes any vehicle, trailer (whether or not carrying or incorporating any tank or container) machine or container.
  - (d) Where the context permits words in the singular shall include the plural and words in the plural shall include the singular.
2. The rights and powers of the Port of Tyne under these terms and conditions are in addition to and not in substitution of the rights and powers of the Port of Tyne conferred by the Port of Tyne Reorganisation Scheme 1967 and the Port of Tyne Act 1989 (and any statutory modification or substitution thereof) and/or by the statutes incorporated therein.
3. All customers, their servants, agents, goods or plant are subject to the Port of Tyne Byelaws and other Regulations including any H.M. Revenue & Customs approvals and bonds for the time being in force.
4. These terms and conditions shall apply to all legal relationships between the Port of Tyne and any customer whether in respect of contract, bailment or licence. These terms can only be varied in writing signed by an authorised officer of the Port of Tyne. No servant or agent of the Port of Tyne has authority to make any representation, waiver or variation inconsistent with any of 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.
5. 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 the Port of Tyne since these Terms and conditions are the only terms on which the Port of Tyne are willing to enter such relationship. In particular such acceptance will be deemed to have been made in the event of the entry or delivery of any person goods or plant onto or upon the premises of the Port of Tyne and/or the submission of any written or oral application to the Port of Tyne for entry to the premises of the Port of Tyne 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 Port of Tyne would have had the benefit in contract, tort or by statute or which provides for any party other than the Port of Tyne 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 Port of Tyne and any other party.

6. Each customer who avails himself of the services or facilities of the Port of Tyne in respect of any goods or plant warrants to the Port of Tyne that he has the authority of all persons having any title to or interest in such goods or plant to accept these terms and conditions on their behalf as well as on his own behalf. Lessors of goods or plant and others having or claiming to have title to or interests in goods are warned that unless the Port of Tyne are notified in writing of their title or interest in any particular arrangement of goods or item of plant prior to the commencement of legal relations between the Port of Tyne and the customer in respect thereof these terms and conditions will be deemed to have been accepted with the Port of Tyne of such lessor or other party whose rights over and in respect of the goods or the customer shall be postponed to the rights of the Port of Tyne hereunder.
7. The Port of Tyne are entitled to refuse to accept any goods or plant into their premises. If goods or plant have been accepted the Port of Tyne may none the less reject them and require their removal and if so 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.

#### THE CUSTOMER'S GOODS

8. The customer warrants that any goods which he delivers to or causes to be upon the Port of Tyne premises:
  - (a) 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 of Tyne's premises;
  - (b) are not toxic or liable to give off any injurious dust, gas, fumes, liquid or radiation;
  - (c) are not infested, verminous, rotten or subject to fungal attack or liable to become so while at the Port of Tyne's premises;
  - (d) are not overheated or liable to become so while at the Port of Tyne's premises;
  - (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other goods or plant or the Port of Tyne's premises or the water adjacent thereto;
  - (f) require for their safekeeping no special protection (other than as may be agreed in writing between the Port of Tyne and the customer) arising from vulnerability to heat, cold, moisture, salt, pilferage or proximity to other goods or from inflammability but will remain safe if left standing in the open on Port of Tyne's premises;
  - (g) contain no controlled drugs, (unless the customer is licensed or otherwise lawfully authorised in respect thereof) contraband or other illegal matter;

- (h) are properly and sufficiently packed:
- (i) 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 there from) 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 upon the Port of Tyne's premises notwithstanding an address has already been notified to the Port of Tyne in writing.
9. Any plant (other than as goods) allowed by the Port of Tyne within their premises (including any plant left or parked) is so allowed by licence only and no bailment thereof is made to the Port of Tyne who are under no duty to take care thereof or of the contents thereof.

#### Charges

10.

- (a) The total amount of the charges in relation to goods accepted by the Port of Tyne for any purpose shall be due and payable on such acceptance whether demanded or not. 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 date of shipment or other removal of the goods from the Port of Tyne's premises. If no such date is known the sum due and payable shall be calculated by reference to successive periods of 28 days subject to the customer being refunded charges paid by him 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.
- (b) Save for a specific written quotation the rates of the Port of Tyne's charges shall be those issued and currently in force at the time the facilities or services of the Port of Tyne are actually utilised by the customer and the Port of Tyne may from time to time revise these rates by publishing any such revisions.
- (c) The Port of Tyne are entitled to a general lien on any goods or plant delivered to them or remaining in their premises in respect of all sums for which the customer or any other person interested in the goods or plant is liable to the Port of Tyne whether in relation to the same goods or otherwise. If the customer has sold or shall sell the goods the subject of the lien the Port of Tyne may at their option accept the proceeds in substitution for the lien as a condition or releasing the goods.
- (d) The Port of Tyne may refuse to deliver or release the goods until all charges incurred in relation thereto have been paid but pending such delivery or release any charges accruing on a daily or other periodic basis shall continue to accrue.
- (e) Where the Port of Tyne 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 Port of Tyne shall consider to have been reasonably required to remedy the same or to comply with any statute or any rule or order made there under or to comply with the lawful requirements of H.M. Revenue & Customs, H.M. 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 charges aforesaid.

- (f) 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. In the event that the customer eludes or evades payment or refuses or neglects to pay any charges to the Port of Tyne when due and payable the customer shall be liable to pay the Port of Tyne a sum equal to three times the amount of such charges.
11. After shipment or other removal of goods from the Port of Tyne's premises any part of the goods or plant remaining empty or substantially empty and unused shall be removed by the customer within 30 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 the goods or plant within that period or such further period as the Port of Tyne may in writing agree to allow, the Port of Tyne may for their own sole benefit dispose of such goods or plant (whether by sale, gift, destruction or otherwise) 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.
12. If the Port of Tyne 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 Port of Tyne and that customer that customer shall be solely liable for such damage and shall indemnify the Port of Tyne against any sum for which the Port of Tyne shall be liable (whether as damages, costs, interest or otherwise) in respect thereof.
13. The Port of Tyne 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 Port of Tyne or their directly employed servants and that such loss, misdelivery damage or deficiency of or to the goods occurred when in the Port of Tyne's possession or power.
14. The Port of Tyne shall be under no liability whatsoever (whether for negligence or otherwise) for loss or mis-delivery of or damage or deterioration to the goods 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 or flood;
  - (b) fire (including the steps taken for the extinguishment thereof) explosion, smoke;
  - (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 of labour, plant, machinery, fuel or power;
  - (f) acts of terrorism;
  - (g) civil commotion;
  - (h) restrictions imposed directly or indirectly by H.M. Government or by any person, corporation or body acting under statutory powers;

- (i) acts of state or foreign governments or their agencies or Her Majesty's enemies;
  - (j) theft or wilful damage, unless proved by the customer to have been committed by servants of the Port of Tyne;
  - (k) inherent vice of the goods;
  - (l) vermin, insects, fungal attack, rot or corrosion;
  - (m) heat or cold including heat within the goods themselves;
  - (n) improper or insufficient packing, marking, documentation or labelling;
  - (o) any act of the Port of Tyne, their servants or agents reasonably necessary for the safety or preservation of persons, the premises and/or any goods thereat;
  - (p) 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 Port of Tyne.
15. The Port of Tyne shall be under no liability whatsoever (whether for negligence or otherwise) for the goods being delayed or for the loss of any market therefor.
16. The liability of the Port of Tyne under condition 13 hereof shall be limited to the cost of the goods or plant lost, mis-delivered or damaged or the market value thereof or the cost of replacing or repairing the same or £800 per tonne of the gross weight of the goods or plant concerned whichever shall be the least.
17. It is a condition precedent to the liability of the Port of Tyne under condition 13 hereof that the Port of Tyne be notified in writing within 30 days (in the case of import goods and any plant) or 60 days (in the case of export goods) of the delivery of the goods by the Port of Tyne or their removal from the Port of Tyne's premises or any mis-delivery or loss of or damage to the goods or plant or any deficiency therein together with particulars of the nature and amount of any claim to be made.
18. These terms and conditions and in particular the limitations on liability herein provided for are intended to ensure for the benefit of both the Port of Tyne and their servants or agents to which end the Port of Tyne contracts on these terms on their own behalf and as agents for and trustees for the benefit of their servants or agents.
19. In addition to the foregoing terms and conditions further special terms and conditions shall apply to goods consisting of or including explosives, and the Port of Tyne will only accept such goods subject to those terms and conditions and application should be made to the Port of Tyne for details of the latter.

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