



Port of Sheerness Limited Chatham Docks Schedule of Charges

Operative from:
1st January 2023

Peel Ports
More than Ports

Schedule of Charges

Chatham Docks

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Definitions

In these terms and conditions and charging provisions, unless the context otherwise requires:

- (a) “Chatham Docks” means the Docks at Chatham.
- (b) “the Company” means Port of Sheerness Limited whose registered company number is 02639118 and whose registered office is situated at Maritime Centre, Port of Liverpool, L21 1LA
- (c) “Customer” means any person for whom Services are performed or provided by the Company, including:-
 - A. where used in relation to any Goods; the owner, consignor, shipper, consignee, receiver or other person in charge of the Goods or other respective agents (other than the Company) in relation thereto.
 - B. where used in relation to any road or rail vehicles; the owner, agent, operator, driver or other person in charge of the vehicle.
- (d) “the Docks” means the basins and docks (including the approaches thereto), locks, bridges, wharves, quays, berths, roads, railways and other property and works of every description and nature, and the buildings, structures and erections thereon, at the Ports of Sheerness and Chatham (respectively or collectively as the context dictates) for the time being owned, occupied or managed by the Company. Where relevant, the expression “the Docks” shall include “the Port”.
- (e) “Goods” means any goods, cargo, commodities, livestock, articles and things of every description (including any crates or packaging within which such Goods may be contained), but excluding Containerised Cargo, stores and bunkers.
- (f) “GT” means Gross Tonnage as calculated in accordance with the International Convention of Tonnage Measurement of Ships 1969.
- (g) “Harbour Master” means the harbour master appointed by the Company and includes his authorised deputies and assistants and any person authorised by the Company to act in that capacity.

- (h) “Length Overall” (LOA) means the extreme length of the vessel as declared on the vessel’s Tonnage Certificate or in Lloyds Register of Shipping.
- (i) “the Port” means the area bounded to the south by Allington Lock and to the north by an imaginary line drawn from the Garrison Point Navigation Light (position 51° 26.788’N 00° 44.738’E) in a 305° (T) direction for 1890 metres as defined in the Medway Ports Re-Organisation Scheme 1968. The area also includes an area bounded by an imaginary line drawn from the Garrison Point Navigational Light in a 305° (T) direction for 143 metres, thence in a 045° (T) direction for 273 metres, thence in a 090° (T) direction for 250 metres and thence in a 180°(T) direction for 355 metres to the shore line, as defined in the Medway Ports Authority Harbour Revision Order 1989 and Chatham Basin 3. The eastern limit of the Port is an imaginary line drawn from Shellness across The Swale on a bearing of 160° (T) to the opposite shoreline. The area also includes an area bounded by an imaginary line drawn straight from the London Stone on the east side of Yantlet Creek on a bearing 86 degrees reckoned clockwise from the true north point of the compass until Warden Point in the Isle of Sheppey bears 166 degrees reckoned as aforesaid, thence on a bearing 166 degrees reckoned as aforesaid to the level of high water on the Kentbank of the river Thames, thence in a north-westerly direction along the level of high water to Garrison Point, thence straight across the river Medway on a bearing 305 degrees reckoned as aforesaid to Dolly Bank, and thence in a north-westerly direction along the level of high water to the London Stone.
- (j) “Port User” means, without limitation, any owner, shipper, consignee, agent, hirer, licensee, visitor, occupier, invitee or other entity or person being present at the Port and/or having access to and/or use of the Port’s infrastructure and facilities.
- (k) “Services” means any service or operation of whatsoever nature performed or provided by the Company.
- (l) “vessel” means any vessel, including any hovercraft, hydrofoil vessel and anything constructed or used to carry persons, goods or cargo by water.
1. Unless the context otherwise requires, words implying the singular include the plural and vice versa and words importing gender shall include any other gender.

2. Unless otherwise stipulated in any special conditions relating to services and facilities provided by the Company, all vessels may enter or leave the Port or use the Company's equipment or facilities or the service of its employees for or in connection with the loading, discharging or trans-shipping of cargo or in connection with repairing, fitting out, victualing, provisioning or laying-by of the vessel only with the consent of the Company and subject to:
 - (a) payment of the relevant dues or other charges;
 - (b) such terms and conditions as the Company may impose;
 - (c) the lawful directions of the Harbour Master or other appropriate officers of the Company, and
 - (d) compliance with the Statutes, Directions, Byelaws and regulations of the Company.
3. The Company notwithstanding any consent given or arrangement made shall be at liberty to vary, postpone or cancel such arrangements for any reason whatsoever without the Company thereby incurring to any person any liability whatsoever for loss, damage, injury, delay or expense.
4. The Company does not take any charge of or assume any responsibility whatsoever in respect of any vessel navigating or lying in the Port, or entering, leaving, moving, mooring or unmooring in the Port; all craft under such circumstances being at the sole risk of the owner, who alone is responsible for the safety and security of their vessel and moorings and also for any damage done by their vessel or servants to the Port, or to vessels or goods in or upon any part of the Port.
5. All goods at the Port (whether in transit, laid down or deposited) are at the owner's risk in every respect. The Company has no custody of such goods and shall not be responsible for any loss or damage.
6. Goods are not in the custody of the Company unless taken possession of by the Company as warehousemen or carriers in accordance with the Company's relevant terms and conditions from time to time in force.
7. The Company's services shall be undertaken only in accordance with the Company's relevant terms and conditions from time to time in force. The Company requires the appropriate requisition, together with any other necessary documents, to be lodged before any service is begun.
8. When an agent for a vessel ceases to act whilst that vessel is still in the Port and does not accept responsibility for all charges arising, that agent must at once notify the Company so that charges may be correctly debited to the responsible parties.
9. When discharging or loading a vessel, the Company may, on request, furnish to the owner or agent an estimate, to the best of its ability, of the time at which discharging or loading is likely to finish. In giving this estimate, the Company accepts no responsibility for any inaccuracy or for any delay in finishing discharging or loading.

10. The charges and terms herein are subject to alteration at any time.
11. Where the Company has agreed to provide any services in respect of which no charges have been assigned in this schedule, then the charges applicable to those services shall be as determined from time to time by the Company.
12. These Port Charges relate solely to Customer operations at Chatham Docks only. See the Port of Sheerness Port Charges booklet for all other charges relating to the movement of vessels or Goods within the Port.

General Conditions

Documents to be Furnished by the Master or Owner

Unless otherwise agreed in advance by the Company, the Customer, master or owner of every vessel discharging or loading cargo must supply to the Company the following documents confirming the quantity of cargo discharged or loaded in the Port and the days upon which discharging or loading took place:

- i) Bills of Lading or Cargo Manifest (indicating the weight of cargo and details of the shippers, consignees and freight payers); and
- ii) Statement of Facts

Where the quantity of cargo discharged does not match that shown on the relevant Bill of Lading, then a certified discrepancy report (including details of supporting surveys etc.) must be provided.

Confirmation of the quantity of cargo discharged or loaded and the required supporting documents, together the "cargo declaration", must be supplied by the master or owner of a vessel, via their appointed agent, to the Company within two working days from the day upon which the vessel completes discharging or loading, as appropriate.

The cargo declaration must be uploaded to the relevant vessel's booking record using the Company's Online Booking Portal (PortLinks); the Company will no longer accept cargo declarations from appointed agents via alternative means (such as email or telephone). Upon departure of a vessel, the Company will send a notification (containing a link to the location where the cargo declaration must be entered and uploaded) to the registered email of the appointed agent(s) for the vessel.

The master or owner of a vessel who fail to provide a cargo declaration commit an offence and may be liable, upon conviction, to a fine. Appointed agents that fail to comply with the process or timescale for submitting cargo declarations, but excluding cases where the appointed agent

can prove that they were not supplied with a cargo declaration by the master or owner, will incur a charge of **£256 per instance**.

Audit

The Company reserve the right, upon the giving of reasonable notice to the Customer, Master, Owner, Vessel Agent, Operator, Cargo Receiver or Cargo Shipper, to require the production of, and to receive, view and / or copy, any relevant document or material within that party's reasonable control that demonstrates and evidences the quantum or movement of any cargo or other throughput that may be received, loaded, discharged, stored or otherwise handled within the Port. Such documentation and materials shall be provided to the Company upon request, without charge and during Company normal working hours.

For the purposes of undertaking periodic audits, the Company also reserve the right to review any recordings, data, reports, measurements produced from equipment under the control of any party and used to load, discharge or store and monitor cargo e.g. including but not limited to CCTV / ANPR etc.

Withdrawal of the United Kingdom from the European Union "Brexit"

The Company reserves all rights to introduce a Brexit Surcharge should legislative changes dictate a material change to the Port's operational activity during 2023. This includes but is not limited to the physical presentation of examinations, examination activity, physical infrastructure and supporting administration.

Terms and Conditions

All activities undertaken and Services provided by the Company are in accordance with these terms and conditions and charging provisions, and all applicable Statutes, Byelaws, Directions and Terms & Conditions for trade or the supply of Services, which shall continue to apply except where varied from time to time by the Company.

These terms shall be governed by and construed in accordance with English Law.

Company Land Rights and use of Natural Resources

All Port Users must seek the permission of the Company before exploiting the Port's natural resources, including but not limited to exploitation via water abstraction and discharge, marine capture, sand abstraction, harnessing of wind and wave energy, installation of cables, pipelines or other infrastructure, equipment or kit designed to make direct or indirect use of such natural resources.

The Company is entitled to charge Port Users in relation to such exploitation of the Port's natural resources ("Land Exploitation Levy"). Such charge may reflect not only the value of the resources

themselves but also the costs incurred by the Company in re-directing its marine operations to accommodate the Port Users' activities.

Payments

Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by the Company. The Company may charge interest on any overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Value Added Tax (or any other tax required to be levied on the Company's charges) shall be payable where applicable at the appropriate rate current from time to time on and in addition to the charges specified or referred to herein. The Company's VAT Registration number is GB 618 6241 39

Payments should be made payable to:

Port of Sheerness Limited

Sort Code:	60-13-19
A/C No.	45174733
IBAN:	GB24NWBK60131945174733
BIC:	NWBKGB2L

Remittances should be posted to Credit Control Section, Port of Sheerness, Maritime Centre Port of Liverpool, Liverpool, L21 1LA. Or email remittances@peelports.com.

Chapter 1 - Vessels and Goods

These Port Charges relate solely to Customer operations at Chatham Docks only. See the Port of Sheerness Port Charges booklet for all other charges relating to the movement of vessels or Goods within the Port.

1 - Dock Charges – Chatham Docks

1. Locking In and Locking Out

1. For all vessels entering No. 3 Basin for the purposes of loading or discharging cargo, charges are made at the Company's option either on the tonnage of cargo which the vessel loads and/or discharges within the Docks or, alternatively, on the Gross Tonnage of the vessels subject to a minimum charge of **£845.17 per locking**

2. Vessels Discharging or Loading Goods

1. **£2.05 per tonnage** of cargo loaded and/or discharged †

† Please note that major refurbishment works are due to be undertaken at the Southern Lock, Chatham Dock. In order to recover these infrastructure costs, a surcharge shall be applied during 2023 against all movements of Vessels into or out of Chatham Dock. This charge will only come into force when refurbishment works are completed and both lock gates are in operation.

A separate notice will be issued in advance to users of Chatham Docks in relation to the commencement of the works and the subsequent implementation of the above-mentioned surcharge.

3. Vessels for repair, laying up etc

1. For all vessels entering Basin 3 for repairs, laying-up and for any other purpose than loading or discharging of cargos:
 - A. For the first 7 days
(with a minimum charge of **£735 per locking**) **£2.29 per GT**
 - B. For each 7 days thereafter or part thereof
(applicable to vessels over 45GT) **£0.47 per GT**

5 Berthing and Unberthing Vessels



1. Berthing gangs provided by the Company

P.O.A

6 Casual Berth Rental

1. Casual berth rental per day or part thereof
(N.B. A day is 0001 – 2400 hours)

P.O.A

7 Out of Hours Overtime Charge

1. Normal Hours: 0600-2200 Monday to Friday excluding Bank Holidays
 - A. For lock operations ordered to be undertaken outside of normal hours

£361.99 per operation (minimum 4-hour charge)

N.B. Team muster 1 hour prior to booked lock time during which time an overtime charge will be applied if outside of normal working hours

1. Cancellation Charge
 - A. For lock operations ordered to be undertaken within the hours of 22.00 - 06.00hrs Monday to Friday and subsequently cancelled after 21.00hrs on that day, a cancellation charge will apply

£361.99 per operation (minimum 4-hour charge)

NB: This rate will also apply to late cancellations at weekends

2. Bank Holidays will incur a 50% surcharge

8. Fresh Water to Ships

1. Fresh water to ships **£7.45 per tonne
(minimum charge 10 tonnes)**
2. For fresh water supplies, a connection charge will be made in addition to the minimum charge **£70.95**

N.B. All vessels must supply their own hoses for connection.

9. Reception facilities for garbage

1. As required under The Merchant Shipping (Prevention of Pollution by Garbage) Regulations 1988. A steel waste container, clearly marked For Ships' Use only will be provided at Berth 2. Clearly marked yellow bins are also supplied for category A food waste.
2. A charge per vessel, per visit **£133.16**
3. Additional refuse skips can be hired **P.O.A**
4. Medway Ports reserve the right to make an additional charge for the improper use of the above detailed waste facilities, or in the event of legislative changes.
5. All rates shown are exclusive of VAT which will be charged at prevailing rate where applicable.

10. Canalling

Vessels that require canalling through the lock **P.O.A**

Chapter 2 – Other Sundry Charges

1. Labour charges

	(per hour)
a) Slinger Banksman Normal Time (Min. Charge Period 4 hours)	£44.15
b) Slinger Banksman – Overtime (Min. Charge Period 4 hours)	£56.45
c) Slinger Banksman – Bank holidays (Min. Charge Period 8 hours)	£88.42
d) Supervisor – Normal Time (Min. Charge Period 4 hours)	£85.89
e) Supervisor – Overtime (Min. Charge Period 4 hours)	£97.11
f) Supervisor – Bank Holiday (Min. Charge Period 8 hours)	£104.35

2. Land Exploitation Levy

Price on application.

1. Terms & Conditions for Tariff Items (Chapter 2)

A. LABOUR CHARGES (Item 1 (Labour Charges))

- a) “Normal Time” means 0800 to 1700 hours, Monday to Friday, “Overtime” all hours outside this.

Port of Sheerness Limited

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