



# **Terms and Conditions for Line-Handling Services**

The Manchester Ship Canal Company Limited

# Terms and Conditions for Line-Handling Services

## 1 Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires—

“berth” means any berth, dock, jetty, pier, quay, wharf, or any other place within the Port where a vessel receives a line-handling service;

“the Company” means The Manchester Ship Canal Company Limited;

“craft” includes any vessel, craft, or boat provided by the Company for the performance of any line-handling service;

“Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance, including, without limitation, the Data Protection Act 1998, the UK GDPR (as amended or re-enacted from time to time, including any replacement or subordinate legislation). Terms in this document will, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation;

“goods” includes any article or thing of any kind whatsoever (including any packages or containers within which they may be contained), and including, without prejudice to the generality of the foregoing, grain, fish, livestock, and animals of all descriptions and also liquids and gases;

“GT” means Gross Tons/Gross Tonnage as defined by the International Convention on the Tonnage Measurement of Ships (1969). In the case of unregistered vessels, the Company will, at its discretion, estimate a GT figure for the application of any GT-based charges;

“Hirer” means any owner of the vessel and any part-owner, broker, charterer, master, or other person in charge of the vessel and disponent owner, consignee mortgagee in possession of the vessel or other person or persons entitled for the time being in possession of the vessel or any agent of the foregoing who requests or uses the line-handling service of the Company;

“line handler” means a person employed or provided by the Company to perform a line-handling service;

“line-handling service” includes any operation or service related to or arising from assisting the Hirer’s vessel to moor, unmoor, shift or warp along a berth, adjust moorings (re-mooring), or otherwise assisting in handling moorings or tow ropes to or from the Hirer’s vessel ashore, in attendant craft, or aboard the Hirer’s vessel;

the expression “load on board” includes “discharged from”;

“the Port” means the Harbour and Port of Manchester as defined in section 3 (Harbour and port of Manchester) of the Manchester Ship Canal Act 1885 as amended by section 9 (Extending limits of harbour and port of Manchester) of the Manchester Ship Canal Act 1911 and section 16 (New works to form part of undertaking &c.) of the Manchester Ship Canal Act 1949 and all channels, canals, cuts, wharves, berths, lay-byes, jetties, docks and works within those limits and Runcorn Docks;

“service time” means the intended commencement time of the line-handling service;

“Super Holiday” means any of the following periods:

- (i) 00.00 until 24.00 on 1 January,
- (ii) 19.00 on 24 December until 24.00 on 26 December, and
- (iii) 19.00 until 24.00 on 31 December;

“UK GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

“vessel” includes any vessel, ship, lighter, keel, barge, boat, raft, pontoon, and craft of any kind howsoever navigated or propelled or moved, or any object of whatsoever nature (whether or not coming within the usual meaning of the word vessel) that the Company agrees to assist by providing services of whatsoever nature at the request, express or implied, of the Hirer; and

the expression “while providing a line-handling service” covers the period commencing when line-handlers leave their base or are otherwise in a position to receive and comply with the Hirer’s request to commence providing a line-handling service, whichever is the sooner, and ending when the line-handlers return to their base or commence providing another line-handling service, whichever is the sooner.

- 1.2 Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender will include any other gender.
- 1.3 The headings to clauses are for ease of reference only and do not affect the interpretation hereof.

## **2 Terms and conditions**

Any agreement between the Company and a Hirer for the provision or performance of line-handling services by the Company is and will be subject to these Terms and Conditions. Use of the Company’s line-handling service will be deemed to constitute notice of and agreement to these Terms and Conditions, provided that, before use of the line-handling service, the

Company will take reasonable steps to ensure the Hirer is aware of these Terms and Conditions and that copies are available on request.

### **3 Authorization**

If the Hirer is not the owner of the vessel (hereinafter referred to as “the Hirer’s vessel”), the Hirer expressly represents that (i) it is authorized to make and does make this agreement for the provision of line-handling services for and on behalf of the owner of the said vessel subject to each and all of these Terms and Conditions, and (ii) it agrees that both the Hirer and the owner are bound jointly and severally by these Terms and Conditions.

### **4 Company’s employees**

While providing a line-handling service at the request, either express or implied, of the Hirer, the Company’s employees will be deemed to be the servants of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer’s vessel who may be employed and/or paid by the Company will likewise be deemed to be the servant of the Hirer and the Hirer will accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

### **5 Liability for loss or damage**

- 5.1 While providing a line-handling service at the request, either express or implied, of the Hirer, the Company will not be responsible or liable:
  - (a) for loss or damage of any description caused by or to the Hirer’s vessel or caused by or to any goods or other thing on board or being loaded on board or intended to be loaded on board the Hirer’s vessel or by or to any other object or property; or
  - (b) for any claim by a person other than the Hirer for loss or damage of any description whatsoever, arising from any cause, including (without prejudice to the generality of the foregoing) negligence at any time of the Company (including its servant, agents, or independent contractors), or unseaworthiness, unfitness, or breakdown of the craft, its machinery, gear, equipment, lines, ropes, or hawsers, lack of fuel, stores, speed, or otherwise.
- 5.2 While providing a line-handling service at the request, either express or implied, of the Hirer, the Hirer will be responsible for and will indemnify the Company against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused whether covered by the provisions of clause 5.1 hereof or not (including any arising from or caused by the negligence of the Company or its servants, agents, or independent contractors) provided that the Hirer will not be liable to the Company for or in respect of any loss, damage, or claims which the Hirer proves (the burden of proof being on the Hirer) to have been solely caused by the actual fault or privity of the Company in failing to make its craft seaworthy for the relevant service. Provided that, notwithstanding anything hereinbefore contained, the Company will under no circumstances be responsible for or be liable for any loss or damage caused or contributed to, by or arising out of any delay or detention of the Hirer’s vessel or of

the goods on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person or any consequences thereof whether or not the same are caused or arise whilst rendering any service of whatsoever nature at the request, either express or implied, of the Hirer. The Company will not in any event be liable in negligence or otherwise for indirect or consequential damage, including any claims for loss of use or profits.

5.3 The Company will in any event be freed and discharged from all liability for any loss or damage to any vessel, goods, or other matter or thing unless suit is brought within twelve months of the provision or performance by the Company of the line-handling service by or from which such loss or damage was caused or arose.

## **6 Substitution of craft or boatmen**

6.1 The Company may at any time be entitled to substitute one or more craft for any other craft and to contract with any other line handler not employed by it (hereinafter referred to as "the other line handler"), and to hire the other line handler's craft and in any such event it is hereby agreed that the Company is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Company may, in addition if authorised whether expressly or impliedly by or on behalf of the other line handler, act as agent for the other line handler at any time and for any purposes including the making of any agreement with the Hirer. Should the Company as agent contract with the other line handler for any purpose as aforesaid, then such contract is and will at all times be subject to the provisions of these Terms and Conditions so that the other line handler is bound by the same and may as a principal sue the Hirer thereon and will have the full benefit of these conditions in every respect expressed or implied therein.

6.2 The Company does not guarantee that one or more line handlers or craft will always be available. The Company will not be liable for any delay or extra cost whatsoever howsoever caused that may arise from any cause in connection with the availability of line handlers or craft.

## **7 Salvage, etc. and limitation**

Nothing contained in these conditions will limit, prejudice, or preclude in any way any legal rights that the Company may have against the Hirer including, but not limited to, any rights that the Company or its servants, agents, or independent contractors may have to claim salvage remuneration or special compensation for any extraordinary service rendered to a vessel or anything aboard the vessel. Furthermore, nothing contained in these conditions will limit, prejudice, or preclude in any way any right that the Company may have to limit its liability.

## **8 Force majeure**

The Company will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts or other industrial disputes or actions of any nature or anything done in contemplation or furtherance thereof or any cause

or event which could not be avoided and whose consequence could not be prevented by the exercise of reasonable diligence.

## **9 Protection of the Company's servants, etc.**

The Hirer undertakes not to commence or cause to be commenced any legal proceedings against any employee, servant, agent, or independent contractor of the Company, or against the other line handler, whether or not the craft or line handler be substituted or hired or the contract, or any part thereof, has been sublet to the owner of the craft, in respect of any negligence or breach of duty or other wrongful act on the part of such servant, agent, independent contractor, or other line handler which, but for this present provision, it would be legally possible for the Hirer so to do, and the owners of such craft will hold this undertaking for the benefit of their servants, agents, and independent contractors.

## **10 Fenders**

Fenders installed within the Port are installed solely for the protection of the Company's property. If the Hirer requires the vessel to be provided with extra protection while it is within the Port, the Hirer must order extra line handlers solely for this purpose and, even in circumstances where additional protection is provided, the Company cannot and does not guarantee to prevent any or all damage to a vessel which may arise as a consequence of the vessel's presence within the Port. It is the responsibility of those in command of the vessel, and not the Company, to handle the vessel in such a way that the vessel does not cause damage to the Port (including infrastructure within the Port) or to the vessel.

## **11 Orders for line-handling services**

- 11.1 The Hirer must place its order for line-handling services with the Company with as much notice as possible, but not less than six hours before the service time. For vessels arriving at a berth via Eastham Locks, the service time should be taken as the time of high water at Liverpool (Gladstone) of the tide on which the vessel is scheduled to arrive at Eastham Locks.
- 11.2 A late booking charge will be payable in addition to any other charges when a line-handling service is ordered less than six hours before the service time; however, the late booking charge will apply only if the Company accepts the late order.
- 11.3 If an order for a line-handling service is cancelled more than six hours before the service time, a cancellation charge will not apply. However, if an order for a line-handling service is cancelled six hours or less before the service time, a cancellation charge will be payable.
- 11.4 If an order for a line-handling service is amended to a time later than the original service time and the amendment is made more than six hours before the original service time, a cancellation charge will not apply. However, if an order for a line-handling service is amended to a time later than the original service time and the amendment is made six

hours or less before the original service time, a cancellation charge will be payable in addition to any other charges.

- 11.5 If an order for a line-handling service is amended to a time earlier than the original service time and the amendment is made more than six hours before the amended service time, a late booking charge will not apply. However, if an order for a line-handling service is amended to a time earlier than the original service time and the amendment is made six hours or less before the amended service time, a late booking charge will be payable in addition to any other charges.
- 11.6 Orders for a line-handling service must be placed, cancelled, or amended using the ordering method specified from time to time by the Company.

## **12 Detention of line-handlers**

- 12.1 If line-handlers are ordered to attend a vessel and are detained for a complete hour or more without working, a detention charge for each hour or part thereof, calculated from the service time until the time when line handling commences or the time when the line-handling service is cancelled, will be payable in addition to any other charges.
- 12.2 If line-handlers are ordered to attend a vessel and are detained for thirty minutes or more without working, the Company reserves the right to cancel the line-handling service and withdraw the line-handlers, in which case a cancellation charge and, if applicable, a detention charge (calculated in accordance with clause 12.1) will be payable.

## **13 Charges**

- 13.1 The Hirer will pay to the Company the line-handling service charges in accordance with the Company's Schedule of Line-Handling Service Charges in force from time to time.
- 13.2 Additional charges to those listed in the Schedule of Line-Handling Service Charges will be payable by the Hirer for any special service over and above normal line-handling services (such as, for example, the employment of attendant craft and crew).

## **14 Payment of charges**

- 14.1 The Hirer, owner, and master of a vessel are jointly and severally liable for the line-handling service charges therefor.
- 14.2 Unless the Company agrees to the contrary, line-handling service charges must be paid in full to the Company before a vessel departs from the Port or, for line-handling service charges incurred during a vessel's departure, upon the Company's demand for payment of those charges.
- 14.3 In addition to any other means available, the Company may recover line-handling service charges as dues under section 30 of The Manchester Ship Canal Act 1896.

## **15 Claims**

These Terms and Conditions will be governed and construed according to the Laws of England, and any disputes arising out of or under these Terms and Conditions will be subject to the jurisdiction of the English Courts to the exclusion of the jurisdiction of the courts of any other country.

## **16 Data protection**

The Company may collect and process information relating to the Hirer in accordance with the privacy notice, which is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.

## **17 Variation**

These Terms and Conditions (and associated charges) may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable, providing this is done in writing.

## Schedule of Line-Handling Service Charges

Line-handling service charges effective on and after 1 January 2026

<b>Vessel GT Service</b>	<b>≤1,500 GT</b>	<b>1,501– 4,000 GT</b>	<b>4,001– 7,000 GT</b>	<b>7,001– 12,500 GT</b>	<b>&gt;12,500 GT</b>
Mooring and unmooring <sup>†</sup>	£844	£1,225	£2,135	£2,924	£3,908
Super Holiday surcharge	£537	£754	£1,274	£1,893	£2,528
Shifting along a berth <sup>‡</sup>	£307	£471	£861	£1,031	£1,380
Re-mooring <sup>‡</sup>	£307	£471	£861	£1,031	£1,380
Late booking <sup>‡</sup>	£230	£283	£413	£862	£1,148
Cancellation <sup>‡</sup>	£230	£283	£413	£862	£1,148
Detention (per hour) <sup>‡</sup>	£143	£143	£188	£188	£253

<sup>†</sup> The Super Holiday surcharge will be payable in addition to the mooring and unmooring charge on each occasion that a mooring or unmooring service takes place during a Super Holiday.

<sup>‡</sup> Charges will be increased by 100% when the service takes place during a Super Holiday.

## Operative from January 2026

### List of amendments

<b>Ver. No.</b>	<b>Date</b>	<b>Comment</b>
1	1.1.26	Original as issued