



The Manchester Ship Canal Company Limited
TERMS AND CONDITIONS FOR TOWAGE
AND THE PROVISION OF TOW ROPES



HARBOUR AND PORT OF MANCHESTER

TERMS AND CONDITIONS FOR TOWAGE AND THE PROVISION OF TOW ROPES

1. DEFINITIONS

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

- “the Company” means The Manchester Ship Canal Company Limited.
- “Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, the GDPR (Regulation (EU) 2016/679) (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this document shall, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation.
- “the Hirer” means any owner, charterer, master or other person having command or possession of any vessel, or any agent of the foregoing, who requests or uses the towage services of the Company.
- “the Port” (including “Port of Manchester”) means the Harbour and Port of Manchester as defined in The Manchester Ship Canal Act 1885 and any statutory amendment or re-enactment thereof (which comprises the Manchester Ship Canal, the Queen Elizabeth II Dock, and so much of the navigable waters of the rivers Mersey and Irwell as lie between Hunt’s Bank in the City of Manchester and Warrington Bridge and all channels, canals, cuts, wharves, berths, lay-bys, jetties, docks and works within those limits and Runcorn Docks).
- “tow rope” means any hawser, rope, wire or any other means of connection between a tug and the Hirer’s vessel.
- “towage” means any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer’s vessel, and the expressions “to tow”, “being towed” and “towing” shall be defined likewise.
- “tug” means any vessel or craft supplied by the Company to perform towage services.
- “vessel” means any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word vessel) which the Company agrees tow, or to which the Company agrees at the request, express or implied, of the Hirer to render any service of whatsoever nature other than towing.

1.2 Words implying the singular include the plural and vice versa and words importing gender shall include any other gender unless the context otherwise requires.

1.3 The headings to clauses are for ease of reference only and shall not affect the interpretation hereof.

2. APPLICATION

Any agreement between the Company and the Hirer for the provision or performance of towage services by the Company is and shall be subject to these Terms and Conditions. Use of the Company's towage services shall be deemed to constitute notice of and agreement to these Terms and Conditions provided that prior to use of the said service the Company shall take all reasonable steps to ensure that the Hirer is aware of these Terms and Conditions and that copies are available on request.

3. AUTHORISATION

If the Hirer is not the owner of the vessel, the Hirer expressly represents that (i) they are authorised to make and do make this agreement for the provision of towage services for and on behalf of the owner of the said vessel subject to each and all of these Terms and Conditions; and (ii) they agree that both the Hirer and the owner are bound jointly and severally by these Terms and Conditions.

4. CONDITIONS ON WHICH TOWAGE IS SUPPLIED

- 4.1 The Company, its servants and agents are not to be responsible or liable for delay, damage or injury to any vessel or the persons or goods on board thereof of which the Company may undertake the towage, assisting or docking in the River Mersey or the Port of Manchester, or which may be piloted to or from any place therein, or for any loss sustained or liability incurred by anyone by reason of such delay, damage or injury or for any loss or liability incurred in consequence of any such vessel colliding with or otherwise damaging any other vessel or thing or for any damage, loss or liability of any kind whatsoever arising from the towing, docking, assisting or piloting whatever may be the cause or causes of such delay, damage, injury loss or liability that may have happened or accrued, even though arising from or occasioned by the act, omission, incompetence, negligence or default, whether wilful or not or any delay, stoppage or slowness of speed of any tug or vessel her machinery, equipment, appliances or gear engaged in towing, docking, assisting or piloting any vessel even through such defect, imperfection, insufficiency of power or unseaworthiness be in existence before or during the said services.
- 4.2 It is further agreed that on hiring of a tug for towage, docking, piloting or assistance services the master and crew of such tug become in all respects the servants of and identified with the vessel, and are under the control of the person in charge of the vessel whilst the towage, docking, piloting or assistance services are being performed.
- 4.3 Further, the Hirer agrees to indemnify the Company against all losses, damage and claims whatsoever, including damage sustained by the tug and her machinery, equipment, appliances and gear, even though caused by any defect in such tug, her machinery, equipment, appliances and gear or by the neglect or default of the master or crew of the tug or the servant or agents of the Company.
- 4.4 If a tug is engaged to tow a vessel to any place and if for any reason whatsoever she is separated from such vessel and the service is not completed, the Company shall nevertheless be paid pro rata according to the extent to which the intended service has been carried out.
- 4.5 The Company reserve the right to substitute one tug for another and to supply a tug, or tugs, not belonging to the Company and the terms hereof shall apply to such substituted tug or tugs.

- 4.6 When tugs are in attendance at the time ordered and the vessel is not ready to proceed, or tugs are ordered and not required, a charge will be made at scheduled rates.
- 4.7 These conditions shall also be available to and shall extend to protect the Company and its servants and agents, and the Company is or shall be deemed to be acting as principal and also as agents for all its servants or agents, from time to time, who shall to this extent be, or be deemed to be, parties to the contract. Further, the Hirer of the tug(s) undertakes not to take, or cause to be taken, any proceedings which, but for this provision, it would be competent to the Hirer so to do against the Company or any of its servants or agents in respect of any negligence or breach of duty or other wrongful act by them or any of them in relation to any tug supplied hereunder, whether or not such negligence, breach of duty or other wrongful act occurs before or during the carrying out of the contract, and the Company shall hold this undertaking for the benefit of Company and its servants and agents.

5. CONDITIONS RELATING TO THE PROVISION OF TOW ROPES

- 5.1 The Company shall endeavour to supply tow ropes at the time required, but does not guarantee to do so and shall not be responsible for any delay that may arise from any cause. The Company, its servants and agents are not to be responsible for any delay that may arise from any cause whatsoever.
- 5.2 The Company, its servants and agents are not to be responsible or liable for delay, damage or injury to any vessel or craft or to the persons or goods on board thereof, in respect of which the Company may supply tow ropes, or for any loss sustained or liability whatsoever incurred by reason of such delay, damage or injury, or for any loss or liability whatsoever incurred in consequence of any such vessel or craft colliding with or otherwise damaging any other vessel or thing, or for any damage, injury, loss or liability under whatever circumstances such delay, damage, injury, loss or liability may have happened or accrued, even though arising from or occasioned by the act, omission, incompetence, negligence or default, whether wilful or not, of the Company, its servants or agents or any other persons, or any defect or unsuitability of or imperfection in the tow ropes, whether patent or latent, even though such defect, unsuitability or imperfection be in existence before or during the period the tow ropes are used.
- 5.3 Further, the Hirer agrees to indemnify the Company against all losses, damage and claims whatsoever that may occur or be sustained during the use of the tow ropes or accrue after the use of the tow ropes, even though caused by the neglect or default of the Company, its servants or agents.

6. FORCE MAJEURE

The Company shall 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 the consequence whereof could not be prevented by the exercise of reasonable diligence.

7. CHARGES

The Hirer shall pay to the Company the charges in accordance with the Company's Schedule of Towage Charges from time to time in force.

8. JURISDICTION

All claims of whatsoever nature pursuant to these Terms and Conditions shall be determined in accordance with English Law and subject to the exclusive jurisdiction of the Courts of England and Wales, to the exclusion of the jurisdiction of the Courts of any other country.

9. 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.

10. VARIATION

These Terms and Conditions 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.