



Clydeport Operations Limited

Schedule of Common User
Charges Greenock Cruise
Terminal

Operative from:
1st January 2024

Schedule of Cruise Charges for Greenock Cruise Terminal - Clydeport

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Definitions

1. In these terms and conditions and charging provisions, unless the context otherwise requires:
 - (a) "Charges" means Charges, dues, fares, tolls, costs, interest and all other sums of every description due to the Company in respect of Services.
 - (b) "Company" means Clydeport Operations Limited, incorporated under the Companies Acts, and having its Registered Office at 16 Robertson Street, Glasgow G2 8DS and including, where the context so admits, its holding, subsidiary and associated companies, and their successors and assignees from time to time.
 - (c) "Customer" means any party contracting with the Company for the use of a Berth or for Services, including (a) the owner, agent or master of a Vessel, or such other person as the Company may, from time to time, in writing, accept as being in charge of a Vessel, and (b) the original depositor of Goods or the person to whom such Goods have been transferred, in each case jointly and severally.
 - (d) "Goods" means any items, substance or property (including grain, fish, livestock and animals of all descriptions) which may be loaded or discharged in the Port.
 - (e) "Harbour Master" means the Company's Harbour Master or such other employee of the Company as may from time to time perform the role of Harbour Master.
 - (f) "Port" means the port as defined in the Schedule of the "Clyde Port Authority Confirmation Order Act 1969", para 4.
 - (g) "Services" means the services of berthing, unberthing, shifting, loading, discharging, transportation, carriage, warehousing, marine services, pilotage and such other Services as may be provided by the Company from time to time.
 - (h) "Vessel" means a ship, boat, raft or water craft of any description and includes non- displacement craft, seaplanes and any other thing constructed or adapted for floating on or being submersed in water (whether permanently or temporarily), and a hovercraft and any other amphibious vehicle.
2. Unless the context otherwise requires, words implying the singular include the plural and vice versa and words importing gender shall include any other gender.
3. 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 of passengers or cargo 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, Byelaws and regulations of the Company.
4. 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.
 5. 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.
 6. When complying with the lawful directions of the Harbour Master or other appropriate officers of the Company, every vessel will remain at the risk of the owner thereof and all things done, whether by the Company or the owner, in pursuance of execution or intended execution of such directions will be deemed to be done by the owner and all costs and expenses incurred, including those issued by the Company, will be for the owner's account.
 7. Unless agreed to the contrary by the Company, the owner of a vessel warrants that any vessel that it brings into or causes to be within the Port is:
 - (a) seaworthy and operated in compliance with all relevant international standards and regulatory requirements (including, by way of example only, the ISM Code, flag state, classification society and UK Maritime & Coastguard Agency or equivalent) regarding safety, stability, seaworthiness, fitness for purpose and security;
 - (b) covered by P&I insurance with reputable P&I or London market insurers in respect of third-party liability risks (including but not limited to cargo damage, pollution and wreck removal) and for levels of cover as would normally be taken out by a prudent operator of comparable vessels in similar trades;and shall ensure that the vessel is operated and covered by P&I insurance in accordance with requirements (a) and (b) above respectively at all times that the vessel is within the Port and must provide to the Company on demand documentary evidence of such status.
 8. 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.
 9. 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.
 10. 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.
 11. 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.

12. 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.
13. These terms and conditions and charging provisions, including the charges herein, may be altered or varied at any time and from time to time in such respects and in such manner as the Company may determine.
14. Where the Company has agreed to provide any Services in respect of which no charges have been assigned in this schedule or where applicable charges are outside the scope of this Schedule, then the charges applicable shall be as determined from time to time by the Company or (where applicable) as per the Company's prevailing published Schedule of Charges for the Port.
15. 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.
16. 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
17. Payments should be made payable to:

Clydeport Operations Limited

Sort Code:	60-13-19
A/C No.	45137757
IBAN:	GB52NWBK60131945137757
BIC:	NWBKGB2L

Remittances should be sent to: Credit Control Section, Clydeport Operations Limited, Maritime Centre, Port of Liverpool, L21 1LA.

18. 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, regulation and terms and conditions for trade or the supply of services, which will continue to apply except where varied from time to time by the Company.
19. By (a) entering the Port with a vessel; (b) landing, depositing, loading or storing goods within the Port; (c) requesting any services from the Company; or (d) making use of any of the Company's equipment or facilities, the relevant Hirer or owner (or their appointed agents) is deemed to have acknowledged and accepted these terms and conditions and charging provisions (including the charges herein and any associated directions, regulations or terms and conditions).
20. The Company may collect and process information relating to the owner, and their

appointed agents, in accordance with the privacy notice that is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.

21. The terms and conditions cannot be varied other than in writing by the Company.
22. These terms will be governed by and construed in accordance with Scottish Law.

Documents to be Furnished by the Customer, 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.

These documents must be supplied by the Customer, master or owner, or the appointed agent, to the Company within two working days of the day upon which the vessel completes discharging or loading as appropriate. The documents must be submitted (as PDF-format attachments) via e-mail to Clydeport.Billing@peelports.com.

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.

Seafarers' Wages Declaration

When the Seafarers' Wages Act (the 'Act') comes into force, the Port will be required to demand a declaration from certain vessel operators that all seafarers onboard vessels are paid a wage at least equivalent to the UK's national minimum wage while working in UK territorial waters. Failure to provide this declaration will result in a surcharge in accordance with the terms of the Act, plus an additional administrative surcharge. Failure to pay this surcharge may result in a refusal of access.

Chapter 1 – Vessels and Passengers

Cruise vessel charges are based upon this tariff and comprise of conservancy, pilotage, boarding & landing, mooring and unmooring, facility fee, berthage, ISPS security level 1, passenger dues and environmental fee. Charges based on maximum vessel occupancy stated at the time of booking and vessel LOA and GT.

Additional services are available such as baggage handling, loading of stores, removal of garbage, water and shore side assistance are available upon request.

1 Conservancy based on GT

150000 and above		£0.175
135001 – 150000		£0.210
110001 - 135000		£0.244
90001 - 110000		£0.281
50001 - 90000		£0.315
15001 - 50000		£0.351
10001 - 15000		£0.427
0-10000		£0.351

2 Berthage (Harbour Dues)*

Vessels Under 170m	£6115 – Fixed Rate
170m - 300m	£19.93 per metre length overall per entry
Over 300m	£16.72 per metre length overall per entry

* Note – Based on max 12 hours from 0600 hours and subject to berth availability, costs of £1020 per hour will be applied after 12 hours alongside up to a max of 18 hours, thereafter an additional charge of £3400 per hour will apply

3 Passenger Dues

Charged based on the actual number of passengers on board - £4.20 per passenger

*Ships agent to send a passenger declaration stating the number of passengers on board when the ship on arrival

4 Anchorage Calls

For vessels anchoring in the Port and tendering passengers ashore.

£1.02 per vessel GT

£6.50 passenger transfer fee.

Chapter 2 – Pilotage

Save as otherwise provided below, all pilotage charges shall be charged in accordance with the provisions the Company's Schedule of Charges for the Port as published from time to time.

1 Pilotage Discount for Cruise Vessels based on GT

- Cruise vessels over 50001 GT – 50% discount will be applied
- Cruise vessels of 25001 – 50000 GT – 25% discount will be applied
- Cruise vessels of under 25000 GT will pay full pilotage as per published schedule of charges

Pilotage discount offered only applies on a direct arrival and departure movement, all other pilotage movements are per the Company's prevailing published Schedule of Charges.

Pilotage rates are based on Chapter 2 (Pilotage) of the Company's prevailing published Schedule of Charges for the Port.

2 Boarding & Landing based on vessel GT

The following Charges, based upon vessel GT, shall be made for boarding pilots on Vessels and then landing pilots from Vessels.

1. Within the anchorage area bounded on the west by a line joining Baron's Point and Cloch Point:

Within the anchorage area bounded on the west by a line joining Baron's Point and Cloch Point:

Under 1,000 G.T.	£348
1,000 and under 5,000 G.T.	£527
5,000 G.T. and over	£580

All other places within the Conservancy Area:

Under 750 G.T.	£417
750 and under 1,000 G.T.	£636
1,000 and under 5,000 G.T.	£809
5,000 and under 10,000 G.T.	£985
10,000 and under 15,000 G.T.	£1216
15,000 and under 20,000 G.T.	£1492
20,000 and under 25,000 G.T.	£1736
25,000 and under 30,000 G.T.	£2025
30,000 and under 40,000 G.T.	£2315
40,000 and under 50,000 G.T.	£2604
50,000 and under 75,000 G.T.	£2894
75,000 and under 100,000 G.T.	£3183
100,000 G.T. and over	£3473

Charges for other Services can be had on application.

3 Mooring & Unmooring

Charged at £6262* per cruise vessel calling at Greenock Cruise berth

*Based on the vessel arriving between 0600 and sailing before 2100, out with these hours an additional charge of £594 per movement per vessel will apply

Chapter 3 – Towage

Not provided by the Port. Contact Svitzer Marine – 08456 081353 and Clyde Marine Services – 01475 721281.

Chapter 4 – Quay Rent and Special Rent Charges

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Chapter 5 – Other Sundry Charges

1 Facility Fee

Charged at £6097 per cruise vessel call per day

2 ISPS Berth – Restricted Area Security

Charges Based on ISPS Level 1, pass check only - £3400 (based on 12hrs)

Additional hours and shore side screening can be provided if required (Giving 72 hours advance notice) - price on application.

3 Environmental Charge

Charged @ £0.0163 per GT

4 Embarking passengers - Baggage Handling

Full baggage handling service available on request, including portage per passenger to ship – price on application

5 Coach / Car Parking

Car Parking - No availability on site for season 2024.

Coach Parking – £3131 per vessel visit.

6 Stores

FLT Hire & operator – £95 per hour / minimum charge £382

Hire of port operators to assist with stores - £75 per hour / Min charge £301

Hire of Pallet truck - £157 per day per truck

Receipt and storage of store prior or post call - price on application.

7 Port Administration Charge

Shall be payable at a rate of £29.00 per vessel entering the Conservancy Area

8 Vessel Bunkering Charge Per Road Tanker

Any vessel bunkering fuel/oil by road in Clydeport Port £150.00

Any vessel disposing of fuel/oil/sludge by road in Clydeport Port £115

Vehicles are not permitted onto the cruise pontoon

9 Other charges

Fresh water - Charges for water shall be payable at the rate of £6.14 per tonne.

There will be a minimum charge for a single supply of water to a Vessel of £138.00.

A standard connection charge of £113 will be applied to all supplies of water based on

Mon – Fri 0800 – 1700, thereafter supplies out of hours or at weekends will incur an additional premium of £113 per connection

Hire of gangway - £341 per gangway per call

Ships General waste & ICW in bags – £4759 – Per call – Fixed fee

Disposal of bagged glass - £683 – Per call

Wooden pallets disposal - £6.83 per pallet

Other waste – Price on application

10 Cancellation Charges

Any Cruise vessel booked into Greenock Cruise Terminal and confirmed, if then cancelled less than 6 months prior to the date will be liable for 50% of the tariff cost.

Vessels cancelling the call less than 7 days before the scheduled date will liable for 75% of the tariff cost.

Vessels cancelling the call less than 3 days before the scheduled date will be liable to the full tariff cost.

11 Payment terms

All vessels invoices are strictly on demand unless otherwise advised by the Company.

For further information contact:

Craig.collins@peelports.com or telephone ++44 1475886327

Amendments

Ver.	Effective Date	Details
1	1 st January 2024	Original as issued
2	1 st January 2024	Charges for Anchorage Calls added