



# **Guidelines and Regulations for Carrying and Handling Explosives**

Heysham Port Limited

# Heysham Harbour: Guidelines and Regulations for Carrying and Handling Explosives

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# Guidelines and Regulations for Carrying and Handling Explosives

## 1 Introduction

Heysham Port Limited (the statutory harbour authority for Heysham Harbour) issues these Guidelines and Regulations to communicate the requirements for carrying and handling explosives within Heysham Harbour to enable these activities to be conducted in compliance with relevant legislation and the Explosives Licence applicable to the Harbour.

## 2 Interpretation

2.1 Unless the context otherwise requires, in these Guidelines and Regulations—

“berth” means a dock, jetty, quay, wharf, landing stage, linkspan, or similar structure and includes any plant or premises, other than a vessel, used for purposes ancillary or incidental to the handling of explosives within the Harbour;

“berth operator” means the party responsible for the day-to-day operations at a berth (e.g. an appropriation holder or lessee), which may include HPL;

“dangerous goods” means goods or cargoes (including explosives), whether packaged or in bulk, that meet the criteria in the IMDG Code for classification as dangerous goods;

“DGHAR” means The Dangerous Goods in Harbour Areas Regulations 2016 and any statutory amendment or re-enactment thereof;

“Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance, including, without limitation, the Data Protection Act 1998 and the UK GDPR (as amended or re-enacted from time to time and 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;

“Division” has the same meaning as in the IMDG Code;

“explosives” means goods of Class 1 in the IMDG Code;

“Explosives Cargo Notification” means the form HPL publishes from time to time for the notification of carrying or handling explosives within the Harbour (refer to Annexure No. 1);

“Explosives Licence” means the Explosives Licence issued to HPL by the Health and Safety Executive for the carrying and handling of explosives within the Harbour;

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“Explosives Security Officer” means any person assigned from time to time by HPL to oversee the carrying or handling of explosives within the Harbour and to issue instructions or conditions in respect of those activities;

“handling” means loading, unloading, and transferring explosives to, from, or on board a vessel or vehicle, and the terms “handle” and “handled” should be construed accordingly;

“the Harbour” means HPL’s harbour at Heysham as authorized by section 4 of the Midland Railway Act 1896 (and any statutory amendment or re-enactment thereof) and includes all docks, quays, wharves, jetties, piers, linkspans, roads, lands, buildings, machinery, apparatus, works, and conveniences now or hereafter forming part thereof or held or used by HPL in connection therewith and the area comprised within the Harbour Limits;

“the Harbour Limits” means and includes the harbour limits as defined in section 46 of the North Western Railway Act 1852 (and any statutory amendment or re-enactment thereof) namely so much and such part of the bay or estuary called Morecambe Bay as lies between the north side of a straight line drawn from Sunderland Point to Walney Lighthouse and the east side of a straight line drawn from Rossall Point to Cowper Point at the south-western extremity of the promontory of Cartmel excepting such parts of Morecambe harbour and the foreshore at Morecambe as are the property of Lancaster City Council;

“Harbour Master” means the Harbour Master appointed by HPL (and includes their authorised deputies and assistants and any person so authorised by HPL to act in that capacity);

“HPL” means Heysham Port Limited and, where the context requires, includes its officers and servants;

“IMDG Code” means the International Maritime Dangerous Goods Code as amended, revised, or reissued from time to time;

“Letter of Indemnity” means the indemnity given to HPL by a shipper of explosives (refer to Annexure No. 3 for the letter pro forma);

“Net Explosive Quantity” means the quantity of explosives excluding any packaging or inert parts of explosives, and any reference to “quantity” should be construed as a reference to the Net Explosive Quantity;

“untoward incident” means an incident involving or threatening the containment of dangerous goods within the Harbour, which might create a serious risk to the health and safety of any person or a risk to the safety of a vessel; and

“vessel” means every description of vessel or craft of any kind, however propelled or moved, and any thing constructed or used to carry persons or goods by water and a seaplane on or in the water, a hovercraft or a hydrofoil vessel.

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- 2.2 Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender will include any other gender.

### **3 Application**

- 3.1 Subject to subsection 3.2, these Guidelines and Regulations apply within the Harbour to:

- (a) the handling of explosives;
- (b) any vessel carrying explosives; and
- (c) any vehicle carrying explosives.

- 3.2 These Guidelines and Regulations do not apply to:

- (a) explosives under the control of the Secretary of State for Defence, or a visiting force or headquarters, complying with a scheme approved by that Secretary of State, which:
  - (i) provides for safe storage, carriage, and handling; and
  - (ii) prescribes separation distances or separation distances in combination with other safety measures as necessary;
- (b) explosives carried by a foreign warship;
- (c) explosives carried by a vessel passing through the Harbour or the Harbour Limits or adjacent area without mooring, anchoring, or handling therein;
- (d) explosives being carried by a vessel into the Harbour in an emergency situation, including life-threatening weather conditions, provided:
  - (i) the explosives are undamaged and in a safe condition;
  - (ii) the explosives are not handled while the vessel is within the Harbour; and
  - (iii) the vessel leaves the Harbour as soon as practicable; and
- (e) explosives when carried:
  - (i) by a vessel as part of the equipment or stores of that vessel; and
  - (ii) by a vehicle as part of the equipment of that vehicle.

### **4 Explosives Licence**

- 4.1 The Explosives Licence specifies the maximum Net Explosive Quantities of Divisions of explosives that may be present at any one time at certain berths within the Harbour, including on board a vessel at a berth or on a vehicle on a berth.
- 4.2 The Explosives Licence does not include any anchorages within the Harbour or the Harbour Limits; therefore, vessels carrying explosives must not anchor anywhere within the Harbour or the Harbour Limits.
- 4.3 Notwithstanding the terms of the Explosives Licence, the Harbour Master may (and within the limits prescribed in DGHAR) give consent from time to time for specific

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quantities of explosives, which are to be used in certain circumstances, to be carried to, handled at, or moved or used within the Harbour.

### **5 Consultation**

- 5.1 Before planning for the arrival of a vessel or vehicle carrying explosives or the handling of explosives within the Harbour, the relevant shipowner, shipper, stevedore, or event organiser (or their respective agents) must consult with HPL and the berth operator (if a separate organisation) to ascertain whether the proposed carrying or handling of explosives is compatible with the Explosives Licence and subject to other terms and conditions of HPL, the Harbour Master, an Explosives Security Officer, or the berth operator.
- 5.2 Consultation for explosives to be carried to or handled within the Harbour must be directed to HPL by email via [Heysham.Explosives@peelports.com](mailto:Heysham.Explosives@peelports.com).

### **6 Notification**

- 6.1 In addition to any notifications required under any statutes, byelaws, or directions, or required by the berth operator, not less than 48 hours (excluding weekends and Bank or other national holidays) before the arrival within the Harbour of a vessel carrying explosives or a vessel onto which it is intended to load explosives, the shipowner (or their agent) must complete an Explosive Cargo Notification and send it to HPL.
- 6.2 The Explosive Cargo Notification must include, as appropriate, the details of all explosives carried on board the vessel at the time of its arrival within the Harbour (and confirm whether those explosives are to remain on board the vessel or are to be unloaded from the Vessel while within the Harbour), and the details of all explosives to be loaded on board the Vessel within the Harbour.
- 6.3 For explosives in a freight container, the Explosives Cargo Notification must, unless specified by HPL, include the identification number of the freight container within which the explosives will be carried.
- 6.4 For explosives in a vehicle or unaccompanied trailer, the Explosives Cargo Notification must, unless specified by HPL, include the registration number of the vehicle or the identification number of the unaccompanied trailer within which the explosives will be carried.
- 6.5 The Explosives Cargo Notification form must be accompanied by the relevant IMO Dangerous Goods Notification form (refer to Annexure No. 2 for the version extant at the time of publication of these Guidelines and Regulations) and Letter of Indemnity (if required [see section 7]).
- 6.6 HPL will reject an Explosive Cargo Notification that does not include all required information or if the relevant supporting documents are not provided.

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- 6.7 Explosive Cargo Notifications (including supporting documentation) must be sent to HPL by email via Heysham.Explosives@peelports.com.
- 6.8 Any amendment to a previously submitted Explosives Cargo Notification (including cancellations) must be sent to HPL by email via Heysham.Explosives@peelports.com as soon as reasonably practicable, but before the explosives are carried or handled within the Harbour.

### **7 Indemnity**

- 7.1 When a vessel is carrying explosives within the Harbour or will load explosives within the Harbour, or both, and the vessel will have on board at any time either or both:
- (a) any quantity of explosives of Divisions 1.1, 1.2, 1.3, or 1.5; or
  - (b) a quantity of explosives of Division 1.4 totalling 6,000 kilograms or more,
- the shipowner must, not less than 48 hours (excluding weekends and Bank or other national holidays) before the arrival of the Vessel within the Harbour, provide to HPL a Letter of Indemnity from each shipper of the explosives that will be on board the vessel or are to be loaded on board the vessel. Alternatively, the shipowner may provide the Letter of Indemnity in its own right.
- 7.2 Until HPL receives the relevant Letters of Indemnity, a vessel will not:
- (a) be permitted to enter the Harbour; or
  - (b) be permitted to load explosives within the Harbour.

### **8 Approval**

- 8.1 Following receipt of the documents detailed in sections 6 and 7 (as appropriate), HPL will approve or reject the request to carry or handle explosives within the Harbour.
- 8.2 HPL will communicate its approval or rejection via e-mail to the address specified in the Explosives Cargo Notification.
- 8.3 Any approval given by HPL may include such additional terms and conditions that HPL deems applicable to the carrying or handling of the explosives within the Harbour.
- 8.4 A vessel or a vehicle carrying explosives must not enter the Harbour unless HPL's approval has been given in accordance with this section.
- 8.5 Notwithstanding any approval given, HPL, the Harbour Master, or an Explosives Security Officer may issue instructions or directions in respect of carrying or handling explosives within the Harbour or may at any time rescind such approval and stop any operation or movement relating to the carrying or handling of explosives.



## **9 Arrangements for receiving and delivering explosives**

- 9.1 When explosives are to be unloaded from a vessel, HPL may specify when the vehicle receiving the explosives from the vessel must be present at the berth.
- 9.2 Unless otherwise specified by HPL, explosives must not be unloaded from a vessel unless the receiving vehicle is alongside the vessel, and explosives must be the first items unloaded from the vessel.
- 9.3 Unless otherwise specified by HPL, following the loading of a vehicle with explosives, the person in charge of that vehicle must remove it from the Harbour as soon as reasonably practicable.
- 9.4 When explosives are to be loaded on board a vessel within the Harbour, HPL may specify when the vehicle delivering the explosives to the vessel must enter the Harbour, and the vehicle must not enter the Harbour before that time.
- 9.5 Unless otherwise specified by HPL, explosives must be the last items to be loaded on board a vessel.
- 9.6 Unless otherwise specified by HPL, explosives must not be stored within the Harbour.
- 9.7 The powers of the Harbour Master relating to regulating the movement of a vessel within the Harbour will always prevail.

## **10 Security of explosives**

- 10.1 Any party having custody of explosives within the Harbour, however temporary, must:
  - (a) ensure adequate precautions are taken against the damage, loss, theft, or wrongful use of the explosives; and
  - (b) comply with any instructions or directions issued by HPL, the Harbour Master, or an Explosives Security Officer.
- 10.2 When explosives are handled within the Harbour, HPL may assign an Explosives Security Officer to oversee the handling operation.
- 10.3 Notwithstanding the presence of an HPL-assigned Explosives Security Officer, the security of explosives remains the responsibility of the party having custody from time to time of the explosives, and the handling of explosives remains the responsibility of the party in control of the operation.

## **11 Untoward incidents**

- 11.1 If any untoward incident occurs or has occurred on a vessel carrying explosives, the master of the vessel must immediately inform the Harbour Master, or if the vessel is at a berth, the berth operator, the Harbour Master and, where appropriate, the emergency services.



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11.2 When explosives are being handled at a berth or a vessel carrying explosives is alongside a berth, the berth operator must immediately inform the Harbour Master and the master of any vessel at the berth of any untoward incident that occurs on the berth.

11.3 Where an untoward incident occurs during the operation of handling explosives, the party in control of the operation must stop the operation as soon as it is safe to do so and must immediately report the incident to the Harbour Master, the berth operator, and the master of any vessel that may be affected by the incident and, where appropriate, the emergency services.

### **12 Explosives dropped overboard or lost**

If explosives are dropped overboard or lost within the Harbour, the party who previously had custody of them must:

- (a) report the incident to the Harbour Master; and
- (b) take all steps that are reasonably practicable to recover those explosives.

### **13 Deteriorated explosives**

Where explosives have deteriorated or have undergone any change resulting in an increased risk to the carrying or handling of the explosives, the party having custody of the explosives must:

- (a) notify the Harbour Master, and, where the explosives are at a berth, the berth operator, of the deterioration or change; and
- (b) where the Harbour Master and, where appropriate, the berth operator, impose additional safety requirements, comply with those requirements before moving or handling the explosives.

### **14 Contacts**

14.1 The contact details for HPL relevant to carrying and handling explosives within the Harbour are detailed in Appendix No. 1.

14.2 A berth operator must provide its relevant contact details to those involved in carrying and handling explosives at the berth.

### **15 Directions and instructions**

Any party responsible for or connected with carrying or handling explosives within the Harbour must comply with all lawful directions, instructions, or conditions issued by HPL, the Harbour Master, or an Explosives Security Officer.

### **16 Data protection**

HPL may collect and process information relating to the parties involved with carrying or handling explosives within the Harbour in accordance with the privacy notice, which is

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available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.

### 17 Jurisdiction

These Guidelines and Regulations, or any dispute or claim arising out of or in connection with them or their subject matter or formation, will be governed and construed according to the Laws of England by the English Courts to the exclusion of the jurisdiction of the courts of any other country.

### Operative from July 2025

List of Amendments

Ver. No.	Date	Comment
1	July 2025	Original as issued

## **Appendix No. 1: HPL Contacts**

### **Contacts relevant to carrying and handling explosives**

<b>Party</b>	<b>Contact</b>
General enquiries	Email: Heysham.Explosives@peelports.com
Harbour Master	Tel.: +44 (0) 151 949 6651 or 6649

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## Annexure No. 1: Explosives Cargo Notification

PEEL PORTS LTD



### EXPLOSIVE CARGO NOTIFICATION

Form Control					
Contact Name:	<input type="text"/>			Contact No:	<input type="text"/>
Email Address:	<input type="text"/>				
Vessel Section					
Vessel: & Voyage:	<input type="text"/>	<input type="text"/>	ETA at Lock:	<input type="text"/>	<input type="text"/>
UVI:	<input type="text"/>	Berth:	<input type="text"/>	ETA at Quay:	<input type="text"/>
<div style="text-align: right; margin-right: 50px;"> <i>Inward</i>    <i>Outward</i> </div>					
Cargo Section					
<b>A</b>					
Container Number:	<input type="text"/>		Container Desc: <input type="text"/>		
UN Class	Number	NEC (kgs)	Description		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Load/Disch./ROB:	<input type="text"/>	<input type="text"/>	<input type="text"/>	Stowage bay:	<input type="text"/>
Arrival at site:	<input type="text"/>	<input type="text"/>	<input type="text"/>	Military Shipment:	<input type="text"/> (yes/no)
Straight to Haulier:	<input type="text"/>	(yes/no)	<input type="text"/>	Haulier Name:	<input type="text"/>
<b>B</b>					
Container Number:	<input type="text"/>		Container Desc: <input type="text"/>		
UN Class	Number	NEC (kgs)	Description		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Load/Disch./ROB:	<input type="text"/>	<input type="text"/>	<input type="text"/>	Stowage bay:	<input type="text"/>
Arrival at site:	<input type="text"/>	<input type="text"/>	<input type="text"/>	Military Shipment:	<input type="text"/> (yes/no)
Straight to Haulier:	<input type="text"/>	(yes/no)	<input type="text"/>	Haulier Name:	<input type="text"/>
<b>C</b>					
Container Number:	<input type="text"/>		Container Desc: <input type="text"/>		
UN Class	Number	NEC (kgs)	Description		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Load/Disch./ROB:	<input type="text"/>	<input type="text"/>	<input type="text"/>	Stowage bay:	<input type="text"/>
Arrival at site:	<input type="text"/>	<input type="text"/>	<input type="text"/>	Military Shipment:	<input type="text"/> (yes/no)
Straight to Haulier:	<input type="text"/>	(yes/no)	<input type="text"/>	Haulier Name:	<input type="text"/>
Special Requirements & Additional Information					
Special Req:	<input type="text"/>				
Additional Info:	<input type="text"/>				

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## Annexure No. 2: IMO Dangerous Goods Declaration

IMO DANGEROUS GOODS DECLARATION			
This form meets the requirements of SOLAS 74 chapter VII, regulation 5: MARPOL 73/78 Annex III, regulation 5 and IMDG Code, General Introduction, section 9. Also meets NZMOT land transport requirements			
SHIPPER (Name and Address)		REFERENCE NUMBER (S)	
CONSIGNEE		CARRIER	
<p align="center"><b>COMPLETE THIS SECTION (5) FOR FCL CARGO ONLY. IN EITHER CONTAINERS OR VEHICLES</b></p> <div> <div> <p>CONTAINER PACKING CERTIFICATE/VEHICLE DECLARATION</p> <p>Consolidations must fill in a Container Packing Certificate for all cargo units containing packaged dangerous goods.</p> <p>DECLARATION</p> <p>It is declared that the packing of the container/vehicle has been carried out in accordance with the IMDG Code Amendment 30.</p> <p>Refer to Part 5 consignment procedures section 5.4.2</p> </div> <div> <p>Name/status, company/ Organisation of signatory</p> <p>Place and date</p> <p>Signature on behalf of packer</p> </div> </div>			
SHIPS NAME AND VOYAGE No.		PORT OF LOADING	CONTAINER No./TANK No. OR WAGON No
PORT OF DISCHARGE			
(a) MARKS & Nos. if applicable, identification or registration number(s) of the unit	(b) NUMBER & KIND OF PACKAGES		(c) GROSS MASS (kg); NET quantity/mass **
(e.) UN Number	(f) PROPER SHIPPING NAME/CORRECT TECHNICAL NAME*		(g) IMO/HAZARD CLASS/DIVISION
(h) PACKING GROUP	(i) MARINE POLLUTANT**	(j) FLASHPOINT Deg C cc**	(k) HAZCHEM No.
(l) CONTROL & EMERGENCY TEMPERATURES	(m) EMS No. AND MFAG TABLE No.***	(n) TRADE NAME	
<p>Note if applicable:</p> <p>(1) the word "WASTE" should precede the name;</p> <p>(2) "EMPTY UNCLEANED" or RESIDUE-LAST CONTAINED" should be added;</p> <p>(3) "LIMITED QUANTITY" should be added</p> <p>*Proprietary/trade names alone are not sufficient.</p> <p>**When required in 9.3 of the General Introduction to the IMDG Code;</p> <p>***When required and if known by shipper otherwise completed by shipping company.</p> <p>Shaded areas in section 9 are the only information in that section required for land transport. All information must be completed for maritime transport.</p>			
ADDITIONAL INFORMATION			
In certain circumstances special information/certificates are required, see DG Code, General Introduction, paragraphs 9.7.1/9.7.2			
EMERGENCY INFORMATION			
EMERGENCY NUMBER:		EMERGENCY NAME:	
DECLARATION		Name/status, company/organisation of signatory	
I hereby declare that the contents of this consignment are fully and accurately described above by the correct technical names(s) (proper shipping names(s)), and are classified, packaged, marked & labelled/placarded, and are in all respects in the proper condition for transport according to the applicable International and National Government regulations		Place and Date	
		Signature on behalf of shipper	

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## Annexure No. 3: Letter of Indemnity pro forma

\*\*\*Letter of Indemnity pro forma to be transferred onto the shipper's letterhead paper\*\*\*

To: Harbour Master  
Heysham Port Limited  
Maritime Centre  
Port of Liverpool  
LIVERPOOL  
L21 1LA

### LETTER OF INDEMNITY (EXPLOSIVES)

In consideration of Heysham Port Limited ("HPL") permitting the shipment or carriage of a consignment of explosives on:

Vessel: ..... through Heysham Harbour on or about

Date: .....,

we: ..... ("the Shipper") will, subject to the limitation specified below, bear and pay for all loss, damage or injury including all resultant or consequential loss of revenue and all consequential liabilities of every description which may be suffered, sustained or incurred by HPL or their property or undertaking arising out of in connection with or in consequence of any explosion or ignition of the above consignment whilst the same are within the limits of Heysham Harbour or are being handled by or are otherwise under the control of HPL, its servants or agents, howsoever such explosion or ignition may arise, except to the extent that any such explosion or ignition is caused by the proven negligence or default of HPL, its servants or agents.

Further the Shipper will, subject to the limitation specified below, indemnify HPL against all claims, demands, losses and proceedings whatsoever and all costs, charges and expenses in connection therewith (including legal costs on a full indemnity basis) which may be brought against or incurred by HPL in respect of any loss (including loss of life) damage or injury suffered, sustained or incurred by any other person arising out of in connection with or in consequence of the above consignment being brought within the limits of Heysham Harbour.

It is declared that, without prejudice to any statutory rights to limit liability which may be applicable, the Shipper's liability under this indemnity will not exceed the sum of £10,000,000 (Ten million pounds) in respect of any one accident or series of accidents arising from or out of one occurrence and the Shipper confirms that such liability has been insured with an insurer approved by HPL and under a policy of insurance which includes a full waiver by the insurer of all rights of recourse against HPL except to the extent that any such explosion or ignition is caused by the proven negligence or default of HPL, its servants or agents.

Name: ..... for and on behalf of .....  
(the Shipper)

Position: .....

Signed: ..... Date: .....