

# Clydeport Operations Limited

## Schedule of Common User Charges Greenock Ocean Terminal

Operative from:  
1st January 2022



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# SCHEDULE OF COMMON USER CHARGES FOR GREENOCK OCEAN TERMINAL

## Terms and Conditions

All operations at the Greenock Ocean Terminal (“the Terminal”), for which Clydeport Operations Limited (“COL”) is the Terminal Operator, are undertaken in accordance with and subject to the “Standard Terms and Conditions for Container Terminals Operated by Members of the Peel Ports Group” (“Standard Container Terms”) as amended from time to time, unless otherwise agreed or varied in advance by COL in writing.

## Charges

Unless otherwise agreed in advance by COL, or advised to the contrary elsewhere in this Schedule, the charges payable under this Schedule are chargeable to and payable by the relevant Line Operator to the Terminal Operator.

The charges herein are subject to alteration at any time.

The COL reserves all rights to introduce a Brexit Surcharge should legislative changes dictate a material change to the Terminal’s operational activity during 2022. This includes but is not limited to the physical presentation of examinations, examination activity and supporting administration.

## Definitions

The Definitions in the Standard Container Terms shall apply hereto unless amended or supplemented as below :

“Pool Limit” means the number of containers (including full/empty and import/export containers) a Line Operator is permitted to have lying on the Terminal at any one time.

“Rate Book” means the document entitled “Clydeport Operations Limited Port Charges” booklet as amended from time to time and detailing the current statutory charges levied on Vessels and Goods at the Terminal.

## Terminal Working Hours <sup>1</sup> :

Loading and Discharging Vessels (Shipwork)

- 0800 to 1700 Monday to Friday (mid week period – normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays and Super Bank Holidays: Upon request only, subject to availability of suitable and sufficient plant and volunteer labour, and subject to overtime charges

## Receiving and Delivery (Logistics)

- 0800 to 1700 Monday to Friday (mid week period – normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays and Super Bank Holidays: Upon request only, subject to availability of suitable and sufficient plant and volunteer labour, and subject to overtime charges

## Other Landside Operations

- 0800 to 1700 Monday to Friday (mid week period – normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays and Super Bank Holidays: Upon request only, subject to availability of suitable and sufficient plant and volunteer labour, and subject to overtime charges

<sup>1</sup> By way of amendment to Working Hours in Schedule 2c of the Standard Container Terms

## PART 1 – OPERATIONAL CHARGES

Where the operations referred to hereunder are performed or provided on a Bank Holiday or outside the relevant mid week periods, the Line Operator shall pay the overtime charges detailed in Part 1 of this Schedule of Charges in addition to the operational charges detailed in Part 1 hereof.

- (a) For receiving/loading or discharging/delivering ISO in-profile containers (“Containers”) to/ from the Vessels during the relevant midweek periods, the Line Operator shall pay:

- (i) Laden Containers: **£101.25** per container
- (ii) Empty Containers : **£89.70** per container

- (b) For receiving/loading or discharging/delivering non-ISO containers (including overweight and overwidth containers) to/from the Vessels during the relevant mid week periods, the Line Operator shall pay: **£239.30** per container

- (c) For discharging laden containers from a Vessel to the quay for subsequently loading onto another Vessel at the Terminal, or loading such containers from the quay to a Vessel having been discharged from another vessel at the Terminal (transhipment containers) during the relevant mid week periods, the Line Operator shall pay:

- (i) All laden ISO in-profile transhipment containers **£71.75** per container ††

- (ii) All laden non-ISO or other out-of-profile transhipment containers: **£143.60** per container ††

†† These rates only apply to those laden containers that have been nominated by the Line Operator by container number, prior to their being discharged at the Terminal from the Vessel on which such containers are imported, for export on a nominated vessel/sailing. Where such notice is not correctly given, the rate specified in Part I (a) (i) or (b) (as applicable) shall apply for each move of such container to/from the Vessel.

Note (1): Each move of an empty transhipment container onto or off a Vessel shall be charged as an empty container in accordance with Part I (a) (ii).

Note: 45ft Containers which comply with ISO standards shall be charged as for ISO in-profile containers provided they have lifting points at 40ft, otherwise they will be charged at the relevant rates applicable to non-ISO containers.

## PART 2 – OVERTIME CHARGES

Wherever any work is performed for the Line Operator during a Bank Holiday or otherwise outside of the relevant mid week periods (“Overtime”), performance of such work shall be subject to availability of suitable and sufficient plant and volunteer labour and the Line Operator shall pay the following overtime charges in addition to the operational charges detailed in Part 1:

- (a) Loading/discharging containers  
 (i) Shipwork during Other Times: **£ 17.90** per container  
 (ii) Shipwork on Bank Holidays: **£203.40** per container
- (b) Receiving/delivering containers  
 (i) Grid during Other Times: Price on Application  
 (ii) Grid on Bank Holidays: Price on Application
- (c) Other overtime work  
 Other work undertaken for the Line Operator during Overtime shall be charged for according to the cost of labour plus the appropriate surcharge.
- (d) Christmas Day, Boxing Day, New Year's Day and 2nd January  
 Overtime charges for work undertaken on Super Bank Holidays shall be quoted on a case by case basis and subject to availability of suitable and sufficient plant and volunteer labour.

## PART 3 – SPECIAL OPERATIONS

Charges for extra services shall be paid by the Line Operator as follows:

- (a) Extra moves on the Vessel  
 (i) Restows on the Vessel: **£ 71.75** per lift  
 (ii) Restows via the quay: **£ 71.75** per lift  
 (iii) Hatch cover moves: **£ 59.80** per lift
- (b) Extra moves on the quay  
 For each move of a container on the quay: **£ 23.50** per move
- (c) Receiving/delivering Landward Containers  
 All Landward Containers: **£ 90.00** per container
- (d) ISPS Code Requirements  
 The charges detailed in Part I of this Schedule of Charges excludes port security costs appropriate to ISPS conditions current as at the date of this publication.  
  
 ISPS charge: **£7.50** per container
- In the event that the level of security threat at the Terminal increases at any time thereafter, the Terminal Operator reserves the right to raise the matter with the Line Operator and then to charge the Line Operator an additional charge proportional to the increased costs incurred by the Terminal Operator thereby.
- (e) Seal & other ISPS related operations/services Price on application
- (f) Receiving export containers  
 Receiving after the Cut-Off Time: **£23.90** per container

For receiving an export container after the Cut-off Time applicable to the Vessel on which such container is programmed to be loaded, the Terminal Operator reserves the right to issue the charge shown.

- (g) Transferring Containers for HMR&C X-Ray Scanning  
 Transferring containers from/to the container stacks at the Terminal to/from the HMR&C X-ray scanner **£80.00** per container/scan

Where HM Revenue & Customs require any sort of physical examination as a result of these scans, the charges in respect of the Terminal Operator's plant and labour performing such work shall be as specified once cargo details are known and be paid in addition to the charge for scanning.

- (h) Port Health ID-Check  
 Transferring import containers to the Border Inspection Post (situated within the Terminal) for MPHA ID-check, £80.00 per container, inclusive of up to two container moves.  
  
 Port Health require any sort of physical examination as a result of these ID-checks, the charges in respect of the Terminal Operator's plant and labour performing such work shall be as specified once cargo details are known and shall be paid in addition to the charge for scanning.
- (i) Examinations by Relevant Authorities (†)  
 Charges for attending to the inspection/examination of containers by relevant authorities between 0800 and 1700 hours Monday to Friday shall be as follows:

- (i) Door Side Examination **£179.00** per container (labour content up to 1 man-hour)
- (ii) Turn-Out 20' **£610.00** per container (labour content up to 15 man-hours)
- (iii) Turn-Out 40' **£765.00** per container (labour content up to 20 man-hours)
- (iv) Customs Examination Charge (††) **£17.30** Per entry incl. break bulk

(†) Relevant Authorities shall include, by way of example only, HM Revenue & Customs, Port Heath and The Forestry Commission. The charges above are inclusive of up to two container moves, an initial gas check for oxygen levels and the relevant labour content. Partial turn-outs (e.g. 25%, 50% or 75%) shall be charged pro rata for the rates (ii) and (iii) as appropriate.

†† The Customs Examination Charge will be invoiced to the declarant and are, unless otherwise stated, applied to all loaded import containers at the point of terminal out-gate and are collected by MCP plc for and on behalf of the Terminal Operator. This charge is in addition to the charges provided under Part 3 (g) (Transferring Containers for HMR&C X-Ray Scanning) and (i) (Examinations by Relevant Authorities).



If a container fails the initial gas check, then it shall be moved to a suitable area for natural ventilation prior to a second gas check. The charge for natural ventilation and second gas check shall be £119.70 plus a charge for labour and container moves as appropriate.

Charges levied against the Terminal Operator by HM Revenue & Customs in respect of processing export paperwork for the Line Operator during Bank Holidays and on Sundays, shall be reimbursed by the Line Operator upon demand.

- (j) Groupage Operations Price on application
- (k) Reprogramming Containers (Status Change)  
For reprogramming the declared status of a container (including Ro/Ro traffic) as previously declared to COL, a charge of **£45.00** per status change shall apply.
- (l) Reefer Container Facility  
For each container positioned at a reefer point on the Terminal (inclusive of electricity supplied if required), a charge of **£40.00** per day or part thereof shall apply. For the purposes hereof, a half day shall mean the period from 0001 to 1200 hours or the period from 1201 to 2400 hours daily.
- The operations of connecting/disconnecting reefer containers to electricity points, and monitoring the temperature of such containers, are not services supplied by the Terminal Operator. These operations are provided by independent contractors (at a charge payable direct to them).
- (m) Safety of Life at Sea (SOLAS) Levy  
(IMO regulation regarding verification of container weight prior to vessel loading)
- |                            |                             |
|----------------------------|-----------------------------|
| SOLAS VGM Discrepancy      | <b>£29.90</b> per container |
| SOLAS Terminal VGM Request | <b>£29.90</b> per container |
| SOLAS VGM Late Declaration | <b>£29.90</b> per container |
- For information on SOLAS Verified Gross Mass and Conditions for levying SOLAS VGM charges, please refer to the Peel Ports Group website.
- All charges relating to VGM are collected by MCP plc for and on behalf of the Terminal Operator - as recorded in Destin8 at the time the relevant container is delivered from the Terminal.
- (n) Returned Imports  
The import has been delivered to the consignee but has been rejected and subsequently returned to the Terminal: **£90.00** per container
- (o) Removal of rejected containers at grid area  
The container is not fit for purpose and has been refused by the haulier after it is landed on haulier's trailer. **£40.00** per container
- (p) Damaged Storage  
All damaged containers are stored in a holding area before being transferred to the Maintenance and Repair depot. **£7.20** per container per day

- (q) Shunting of reefers / containers for Pre-Trip Inspection (PTI) / upgrade  
Empty reefers moved to the reefer points for inspection / empty containers moved at the request of the Maintenance and Repair depot providers to ascertain if the unit is suitable for upgrade (i.e. – food/malt grade etc.) **£80.00** per container / per movement
- (r) Dangerous goods surcharge  
For handling containers with dangerous goods a surcharge of **50%** of the relevant laden handling rate stated in Part 1 (Operational Charges)
- (s) National Health Social Care Levy  
An additional levy will be applied per container loaded or discharged from the Terminal to reflect the increased costs associated with the UK Government's increase to the statutory National Insurance Contribution funded by employers, the charge shall be £0.35 per container
- (t) Decarbonisation Levy  
An additional levy will be applied per container loaded or discharged from the Terminal to reflect the costs associated with the UK Government's change in tax policy in relation to red diesel, the charge shall be £2.83 per container
- (u) Vehicle Booking System (VBS) Charges
- |         |                   |
|---------|-------------------|
|         | Per VBS (booking) |
| No show | <b>£35.00</b>     |
- If a VBS is booked with appointments against them but it is left to expire, a VBS No Show fee will apply.

#### PART 4 – TIME LOST OR WORK DELAYED

All gangs ordered and/or engaged for work, whether employed or not (unless redeployed to work another vessel), vessel delays and detentions (such as but not limited to awaiting Vessel, awaiting containers, etc.) shall be paid for by the Line Operator as follows:

- |     |   |                                |
|-----|---|--------------------------------|
| (a) | Mid week periods<br>(except Bank Holidays and Super Bank Holidays): | <b>£598.00</b> per gang/hour   |
| (b) | Other Times:  | <b>£898.00</b> per gang/hour   |
| (c) | Bank Holidays:  | <b>£1,197.00</b> per gang/hour |

#### PART 5 – OTHER OPERATIONS NOT DESCRIBED ABOVE

Where the Terminal Operator has agreed to provide any Services in respect of which no charges have been assigned in the Schedule of Charges, then the Charges shall be as determined by the Terminal Operator

#### PART 6 – SPECIAL RENT (Quay Rent)

- |     |  |                       |
|-----|--|-----------------------|
| (a) | <u>Empty Containers (Pool Containers)</u>  |                       |
|     | (i) Pool Limit:  | None                  |
|     | (ii) For each TEU of Pool Containers recorded as being stored at the Terminal in excess of the Pool Limit, the Line Operator shall pay Special Rent thereon at £4.37 per TEU per calendar day or part hereof.. |                       |
| (b) | <u>Laden Containers –</u>  |                       |
|     | <u>Import</u> Day of arrival   |                       |
|     | of vessel  |                       |
|     | plus the following 2 calendar days:  | Free of Charge        |
|     | For each calendar day or part thereof thereafter:  | <b>£12.00</b> per TEU |
| (c) | <u>Laden Containers – Export</u>   |                       |
|     | Day of receiving on to the Terminal plus the following 3 calendar days:  | Free of Charge        |
|     | For each calendar day or part thereof thereafter:  | <b>£12.00</b> per TEU |
| (d) | <u>Empty Containers - Export</u>   |                       |
|     | Each calendar day or part thereof shall be charged in accordance with the Terminal Operator's prevailing rate of £3.58 per TEU per calendar day or part thereof.   |                       |
| (e) | <u>Empty Containers - Other</u>  |                       |
|     | Each calendar day or part thereof shall be charged in accordance with the Terminal Operator's prevailing rate of <b>£3.50</b> per TEU per calendar day or part thereof.  |                       |

- (f) For the avoidance of doubt, for the calculation of charges specified in this Part 6, containers, trailers, mafis, tanks etc (defined hereinafter as "Units") of the following sizes shall be assigned the following TEU conversion factors:

Units less than 20ft in length	= 1.0 TEU
20ft Units	= 1.0 TEU
22ft or 24' Units	= 1.25 TEU
30ft Units	= 2.0 TEU
40ft Units	= 2.0 TEU
45ft Units	= 2.25 TEU

- (g) All other containers, un-containerised cargo and Ro/Ro Traffic  
Price on application.

#### PART 7 – STATUTORY CHARGES- VESSEL DUES, CARGO DUES, CONSERVANCY ETC.

The Charges shown in Parts 1-6 hereof exclude the statutory charges payable by the Shipowner/ Cargo Owner as set out in the Rate Book, including but not limited to

- (a) Conservancy charge on the Vessel;
- (b) Berth charge on the Vessel, but only for such periods as cargo is being discharged from and/or loaded to the Vessel at the Terminal;
- (c) Goods charges on the containers/cargo discharged or loaded at the Terminal;
- (d) Pilotage charges.

All other charges whatsoever howsoever arising in respect of Vessels and containers/cargo shall be payable to the Statutory Harbour Authority or relevant service provider by the party responsible for the charge.

#### PART 8 - GENERAL CONDITIONS

Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by Clydeport Operations Limited.

Value Added Tax (or any other tax required to be levied on Clydeport Operations Limited's '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. Clydeport Operations Limited's VAT Registration number is GB618624139.

Payments should be made payable to: Clydeport Operations Limited  
Bank: Natwest Bank Plc  
22 Castle Street  
Liverpool  
L2 0UP

Sort Code: 60-13-19  
Account: 45137757  
IBAN: GB52NWBK60131945137757  
BIK CODE: NWBKGB2L

These terms shall be governed by and construed 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.

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