

TARIFF 2021- Forth Estuary Towage



Photo courtesy of Loughlan Duggan - Chief Engineer onboard the Craigleith



Rates Per Tug

BAND	1	2	3	4	
Deadweight Tonnes	Under 9,500	9,501 and under 28,000	28,001 and under 38,000	38,001 and over	MAX TIME DURATION IN HOURS
Berthing/Shift/Sailing	£2665	£3913	£5022	£7168	2hrs
Run on Rate per hour	£1066	£1565	£2009	£2867	Over 2hrs

Surcharges

Run on Rate	40% of Deadweight Band.
Dead Ship	200% of Deadweight Band / Run on rate.
Out of Hours Orders	Charge of £1175 will be applied per tug.
Order / Cancellation / Postponement within less than 3 hours of job commencement	50% of Deadweight Band will be charged.
Order / Cancellation / Postponement within less than 2 hours of job commencement	100% of Deadweight Band will be charged.
Methill Fuel Surcharge	Charge of £750 will be applied per tug.
Bridle Surcharge	Charge of £327 will be applied per tug.
Passanger / Non Cargo Carrying vessels	Gross Tonnage (ITC '69) multiplied by 1.54 for charging band



Conditions

1. All bookings will be required to be confirmed in writing before the service is required.

The agency making the booking and confirming it in writing will be the sole agency responsible for the payment of invoices relating to the services booked and provided.

By making the confirmed booking the agency are confirming that they have sufficient funds from their principle to cover the cost of the services provided.

Should there be a dispute as to the accuracy of the invoice the agency shall raise this concern with Forth Ports immediately and certainly within the 30 days payment period. Such notification shall clearly state the reason for disputing the invoice.

In the event of the above conditions not being met or invoices not being paid in full within the stipulated time as stated on the invoice the agency concerned may have future bookings for Marine Operations refused.

2. The above charges are applicable at all times unless otherwise stated in the conditions and are inclusive of overtime and use of tugs' towlines.
3. All towage is conducted under UK Standard Conditions for Towage and Other Services (Revised 1986)

Towage Orders

(Excluding Braefoot Terminal)

1. Surcharge of £1175 per tug shall be made for all towage work undertaken outwith normal working hours, which has not been previously ordered. Whereas every effort will be made to provide towage when a booking request is received out with normal working hours, if a FET tug is not available the option of contracting in a 3rd party tug may be considered. If a 3rd party tug is used further additional charges may apply, such charges will be provided on application.



Ordering Procedures

Monday – Friday	0800 hours – 1630 hours to F&TNS (with reasonable notice for any night towage requirements)
Saturday	Orders by 1630 hours Friday to F&TNS
Sunday	Orders between 0800 hours – 1030 hours on Saturday to F&TNS
Public Holiday	1630 hours Friday prior to holiday(s) to F&TNS
	Christmas/New Year Towage ordering requirements and surcharges are dealt with separately and all agents will be notified of ordering procedures in advance.
NOTE:	Orders for Sunday work, however doubtful, must be placed between 0800 hours and 1030 hours on Saturday morning to F&TNS. Likewise, all orders for Saturday work must be placed by 1630 hours on Friday to F&TNS and may be cancelled and re-ordered between 0800 hours and 1030 hours on Saturday morning to F&TNS without a cancellation charge occurring. In respect of ordering requirements, we regret that tugs may not be available for weekend work if requested out with those times specified.

ALL orders **must** be placed with Forth & Tay Navigation Service:

Tel: 01324 498584 ~ Fax:01324.668480 and confirmation sent by email to:-
ftns@forthports.co.uk & towagebookings@forthports.co.uk

General Terms & Conditions



These terms and conditions are without prejudice to any rights and remedies or defences or limitations of liability available to Forth Ports Limited under any statutory provision in force, or under any bye-law published by Forth Ports Limited, from time to time.

1. Payment of Charges

- 1.1 Charges shall be in accordance with this booklet.
- 1.2 Charges shall be paid immediately against the invoice issued by Forth Ports Limited. Forth Ports Limited may require payment prior to the removal of goods and/or a vessel.
- 1.3 Interest shall accrue on any sum not paid within 30 days of the date of the invoice, at 5% over the Bank of Scotland base unsecured lending rate from the date of invoice until payment.
- 1.4 All charges shall be paid in full without any retention or set-off and notwithstanding any claim or counter claim against Forth Ports Limited.
- 1.5 Forth Ports Limited may require a deposit or other financial security in respect of any charges relating to facilities or marine services to be provided.

2. Lien

Forth Ports Limited shall have a general lien on goods and/or vessels for payments of all charges due.

3. Persons Liable for Charges

3.1 The following persons are liable for the payment of the charges set out in this booklet:

- A. the owner of ship (including the owner, agent, charterer or consignee or other person in charge of the vessel);
- B. the shipper of the goods;
- C. the owner of the goods;
- D. the consignee of the goods; and
- E. Anyone shipping or taking delivery of goods on behalf of the owner, supplier or consignee.

4. Liability

Forth Ports Limited shall be exempt from all liability whatever for any delay, loss or damage arising directly or indirectly as a result of any of the following:

- A. Act of God, storm, tempest or flood;
- B. Fire, explosion or impact by aircraft;
- C. The failure of the Entrance Lock mechanism serving impounded dock systems;
- D. Non-availability of tugs;
- E. Strikes, combinations, lockouts, go-slows, stoppages or other industrial action or dispute by any person, whether official or unofficial;
- F. Civil commotion;
- G. Restrictions imposed by Her Majesty's Government or by any person acting under statutory powers;
- H. Acts of Foreign Governments or Her Majesty's enemies;
- I. Theft or wilful damage, howsoever caused; or
- J. Late receipt of Customs entries or landing orders, or other documents, disputes in respect of documents, or declarations made for entry purposes by or on behalf of any person, delay in passing Customs entries or obtaining clearance of goods.

5. Jurisdiction

These terms and conditions shall be governed by and construed in accordance with Scots law.