



## **TARIFFS, TERMINAL REGULATIONS AND OPERATING PLANS**

### **The Tariff**

The published charges, rates and rules of transportation companies and facilities.

- Ports
- Terminal
- Common Carriers (shipping, trucks, rail)
- Government Jurisdictions
- Anyone who handles goods & passengers

### **What's in a Tariff?**

#### **TERMINAL TARIFF**

- NAMING -

#### **RATES, CHARGES, RULES AND REGULATIONS**

- AT -

#### **STPPC/PORT MANCHAC "TERMINAL OPERATOR"**

- FOR -

#### **PILOTAGE, DOCKAGE, WHARFAGE, DEMURRAGE AND OTHER SERVICES DESCRIBED HEREIN**

- Anything a terminal wishes to publish
- Rates for services
- Special rules or provisions
- General requirements
- Special rules and regulations

### **Tariff is an Implied Contract**

- Allows rapid arrangements without complicated agreements
- One size fits everyone
- Non-competitive for users
- Puts the burden on the user

"Here are the rules and costs for using my facility"

### **Content**

- |                           |                    |
|---------------------------|--------------------|
| • Scope and applicability | Payment of Charges |
| • Facility Owner's Rights | Loss or Damage     |
| • Insurance               | Complaint Process  |
| • Control                 | Other Provisions   |
| • Protections             | Rates and Charges  |

### **Purpose**

- Covers marine terminals and their associated operations
- Under the control and responsibility of the port or terminal

- May be supplemented by separate Rules and Regulations for the Terminal
- Established by the Port of Terminal as a policy document and formally approved
- Updated and revised regularly
- Incorporates Federally Approved Security Plan

### **Scope and Application**

- Generally applicable to all piers, wharfs, sheds, yards, buildings, trackage, roadways, etc.
- All properties owned and/or operated by the Port or terminal
- The rates, charges, rules and regulations in the tariff are for services and facilities
- Applicable on and after an effective date of the tariff and revisions or supplements
- The provisions apply at the facilities of the Port of terminal specified by area

### **Applies to**

- |                   |             |
|-------------------|-------------|
| • Vessels         | Truckers    |
| • Agents          | Contractors |
| • Owners          | Suppliers   |
| • Masters         | Operators   |
| • All other users |             |

### **Includes**

- |                      |                                 |
|----------------------|---------------------------------|
| ✓ Natural Persons    | Associations                    |
| ✓ Artificial Persons | Sovereigns                      |
| ✓ Corporations       | Governments                     |
| ✓ Partnerships       | Nations, States, Municipalities |
| ✓ Organizations      | Their agents and instruments    |

### **Artificial Persons**

Covers Something

### **Rights of Port or Terminal**

- The Terminal Operator may enter upon and inspect any vessel in berth at its terminal
- The Terminal Operator specifies this to determine the kind of quantity of cargo aboard
- No person or persons shall hinder, molest or refuse entrance upon such vessel for a specific purpose which must be specified

### **Insurance**

- Specific to rates, charges, rules/regulations and the services offered or provided by the Port
- At the terminals and facilities governed by the tariff
- Does not include insurance of any kind
- The terminal reserves the right to request insurance certificates for operators on the terminal to confirm they have required levels
- The port of the terminal can specify additional insurance for operations or terminal users

### **Control of Vessels**

- The Port may order a vessel to move to such a place as directed at the vessel's expense
- Necessary for the proper operation of the facility
- A vessel which is not moved promptly upon notice may be moved at the vessel's expense
- Damage to vessels or to Port property during such removal, can be charged to the vessel, along with all costs for idle labor, crane(s) and equipment resulting from the delay

Vessels berthing at the terminal should

- Be properly manned at all times
- Have on board sufficient personnel to move the vessel in case of emergency
- Have on board sufficient personnel to move the vessel if necessary for the protection of the ship and/or other property.
- Meet international and federal/U.S. Coast Guard maritime safety-security mooring and operational regulations and other rules including properly licensed and documented personnel

### Control of Cargo

- The Terminal Operator can, at its discretion, prohibit or remove freight or other material, which in its judgment, is likely to damage other property
- Can be moved to another location, including off terminal
- Done at the risk and expense of the owner

### Control of Property

- Parking is also addressed
- Applying to representatives of the vessel and all persons having business with it or with the terminal
- Generally not allowed to park vehicles on the premises without the express permission of the terminal
- When allowed, parking of privately owned vehicles is permitted only within those areas designated by the Port
- Entirely at the risk of the owner and/or the operator of the vehicle
- The terminal reserves the right to remove all vehicles not properly parked at owner's risk and expense
- Rubbish, refuse or other materials must, upon demand, be removed from the terminal by the person or persons placing it there
- The terminal can remove it at the expense of the party responsible
- No rubbish or materials of any kind shall be dumped overboard from vessels or wharves
- Vessel may not discharge fluids overboard
- The use of the terminal by anyone is conditional upon strict adherence to all applicable rules and regulations of government or port authorities:
  - Federal government agencies
  - Provincial or state, municipal government
  - The Port Corporation
  - Other regulatory agencies or authorities
- Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of overweight or improperly stowed cargo resulting from defective report of hazardous commodities, weight, volume, character of cargo and/or any other omission or error in the documentation furnished by users without regard as to whether such omissions be internal or accidental
- Entry upon or docking at the terminal by any person shall be regarded as constituting an agreement by such person to comply with said rules and regulations - **(No alcohol, illegal drugs, firearms, hunting or fishing).**
- Persons found NOT in full conformance with government agencies can be barred from the facility
- Use of the terminal shall also be deemed as acceptance of the terms and conditions named in the tariff
- The Port's Marine Terminals and its associated properties are not public thoroughfares
- All persons entering port or terminal property do so at their own risk

### Protection for Owner

- Vessels, their owners, agents and all other users of the terminals are held liable for any damage to facilities resulting from their use
- The port reserves the right to repair, contract or cause to be repaired, any and all damages to docks, wharves, buildings, utilities and equipment caused by vessels, their owners and/or agents, stevedores or other parties and hold them responsible for payment

- If a vessel damages any properties; utilities or equipment, buildings, etc.
- The vessel **may be detained by the Port** until sufficient security has been posted to cover the actual or estimated financial liability for such damages

### **Payment of Charges**

- Charges of the Port are specified in the tariff **\*(Fee schedule available upon request)**
- Are applied according to the terms and conditions in the tariff
- Are generally for specific time periods such as hourly or per day (per diem-24 hours, or a portion of a day)
- Are normally due and payable upon presentation of invoice
- Does not exclude credit or payment plans
- Any terminal user doing business under this tariff may apply for credit
- Failure to pay credit accounts within thirty days shall result in cancellation credit privileges and the reestablishment of cash terms
- If payment is not received within a certain period, the party responsible will be placed on a delinquent list and such party shall be denied further use of the facility until all outstanding charges have been paid
- Invoices not paid within thirty days are subject to a finance charge
- The Terminal Operator may apply any payment received against the oldest outstanding invoices

### **Payment**

- The vessel or agent who arranges the berthing of a ship agrees to guarantee and pay all terminal charges which are assessed against the vessel in accordance with the terms and conditions specified in this tariff
- The vessel or agent may work out alternative arrangements with the port prior to the arrival of the ship

**The terminal may, at its discretion, require a pre-paid deposit of sufficient funds to cover all charges.**

- If written guarantee for payment of charges is not provided
  - Where a party does not have approved credit
  - If the parties representing or vessel have habitually been on the delinquent payment list
- Accounts referred to an attorney or an agency for collection can be subject to a surcharge and additional court costs of incurred
- The Terminal Operator reserves the right to withhold delivery of any cargo until all accrued terminal charges have been paid in full.
- The Terminal Operator may establish a maritime lien upon the vessel, its cargo and freight for all unpaid charges due to Terminal Operator
- The Terminal Operator reserves the right to deny anyone the use of any terminal until all past due accounts are paid
- Agents or representatives are held fully responsible for all charges on behalf of who they represent if they arrange for facilities, equipment or other chargeable services

### **Definitions**

To avoid confusion, terms are included in the tariff which state the meaning as intended in the document, such as:

- “Terminal Operator” shall mean and include the Port Authority, its agents, servants, and employees as well as its contractors, subcontractors and delegates performing services related to the loading, unloading, stripping, stuffing, storage, movement or transporting of freight, cargo and containers at, to or from the Terminal
- “Package” shall mean and include any van or container in which cargo is consolidated or unitized by the carrier for transportation

## **Loss or Damage**

- The Terminal Operator shall not be liable for loss or damage to freight, cargo, containers, equipment or vehicles at the terminal, other than loss or damage caused by the negligence of the Terminal Operator
- The Terminal Operator must be notified to be liable for loss or damage to freight, cargo, containers, equipment or vehicles at the terminal unless notice specifying the nature of the loss or damage
- If the loss or damage is not apparent, this notice must be given within a certain period
- This notice can be waived if the cargo has undergone a joint survey or inspection at the time of its receipt

## **Loss or Damage Limits**

Terminal Operators may limit its liability for any loss or damage to freight, cargo or containers in a specified amount per package or in case of goods not shipped in packages, per customary freight unit, unless

1. Notice describing the nature of the goods and declaring a higher value is delivered to the terminal manager or his designee prior to commencement of any services by the Terminal Operator, and
2. A charge based on % of the declared value of each package of customary freight unit is paid to the Port in addition to any other charges due
3. The Terminal Operator is not responsible for any loss or damage where the value of goods has been fraudulently misstated

## **Loss or Damage**

- The Terminal Operator shall not be liable for any delay, loss or damage arising from strikes, work stoppages or other collective bargaining action
- The Port shall not be liable for loss or damage at the Terminal caused by use of the Port's equipment by an independent contractor, other than loss or damage caused by the negligence of the Port

## **Complaint Process**

- Shipper's requests and complaints shall be promptly and fairly considered by the Port provided that they are submitted in writing to the Port at the address listed in the tariff
- When the action of the Port in response to a shipper's request or complaint requires tariff change, no such change will be retractive

## **Hazardous Materials - Hazmat**

- Shipments of dangerous and hazardous cargoes must be documented, marked, labeled, and/or placarded
- Per Transport Canada and U.S. Department of Transportation (DOT) Regulations

## **Hazmat**

Firms that handle hazardous materials are required to provide the following information:

1. Complete shipper's name and address and where possible telephone number in case of emergencies
2. Carrier's name and address
3. Complete consignee's name and address, including the overseas port of destination on export shipments
4. The proper shipping name. This means the technical name of the product involved as listed in the Regulations under Transport Canada and the U.S. Code of Federal Regulations Title 49, part 172.101
5. Hazardous class of material being shipped under federal definitions

6. Quantity of the material, kinds and number of containers and individual weights for total weight
7. Labels Required
8. Shipper's certification is required per federal regulations. The exact wording is as follows:

"THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION." (This must be legible signed.)

9. Properly documented special instructions, exceptions and exemption information, if required

### **Hazmat**

- Neither class 1 (explosive) nor class 7 (radioactive) hazardous cargoes may remain on the terminal beyond what is necessary to transfer the cargo from the vessel or to the vessel
- Shippers of dangerous articles are required to comply with all of the requirements in the tariff
- Shippers must present necessary permits from proper authorities
- Shippers must obtain permission from the Terminal Operator before HAZMAT cargo is received on or transferred at the terminal

### **Other Provisions in the Tariff**

- |                                 |                     |
|---------------------------------|---------------------|
| • Dockage Rules and Regulations | Fueling             |
| • Access to Tariff Information  | Security            |
| • Special conditions (seasonal) | Labour Arrangements |
| • Safety Provisions             | Records             |
| • Prohibited Cargoes            | Definitions         |
| • Vessel Discharges of Liquids  |                     |

### **Rates and Charges**

- DOCKAGE
- WHARFAGE
- DEMURRAGE
- MISCELLANEOUS
  - Passengers
  - Equipment
  - Security Fees
  - Other Charges

### **Dockage or Berthage**

- Fee charged against the vessel for use of the pier
- Based on
  - LOA (length overall)
  - Gross Reg. Tonnage
  - Net Reg. Tonnage
  - Other scale

### **Wharfage**

- Cost based on each item handled or volume
  - Per unit full
  - Per unit empty
  - Per ton in dry bulk
  - Per barrel in liquid bulk
  - Per ton for project cargoes

- Per ton and unit for special cargo

### **Rates and Charges**

Free Time – Amount of time cargo may remain at a terminal at no charge to the shipper Demurrage (above Free Time)

- Excess time taken for loading or unloading of a vessel not caused by the vessel operator, but due to the acts of a charter or shipper
- A penalty charge against shippers or consignees for delaying the carrier's equipment beyond the allowed free time provision of the tariff
- A storage charge to shipper which starts accruing after cargo is discharged from a vessel
- Also referred to as Detention or Per Diem

### **Rates and Charges**

Miscellaneous charges

- Gangways and Fenders
- Crane Hire
- Ground equipment
- Power/Utilities
- Supplies and License Fees
- Security Fees
- Whatever else the Terminal can Charge for Services or equipment needed for the vessel or for handling of cargo on the terminal