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**PORT AUTHORITY REGULATIONS – SECTION 61**

*(S.R.O.s 46/1977, 30/1979, 8/1994, 40/1994,  
2/1995, 71/1996, 63/1997 and 17/1998)*

**Commencement**

*[1 December 1977]*

**PART I**

**RULES AND REGULATIONS**

**Short title**

1. These Regulations may be cited as the Port Authority Regulations.

**PRELIMINARY**

**Application of tariff and supplements**

2. (1) The charges, rates, rules and regulations published in this tariff shall apply equally to all users of, and all traffic in any harbour and facilities owned, operated and administered by the Port Authority of Montserrat under the jurisdiction of the Port Manager's Department on and after the effective date of this tariff or any supplements thereto.

(2) The Port Manager's Department by delegation from the Port Authority shall be the judge as to the application and interpretation of this tariff. Should an occasion arise wherein no corresponding commodity or storage situation is shown herein, the Port Manager shall be the judge as to the application of this tariff.

**Interpretation**

3. In this Regulation—

“**berth assignment**” means the granting of permission to use a specified berth.

“**cargo handling dues**” means a charge assessed against a vessel for handling any cargo to or from vessels, that is from vessel hook to tailgate or vice versa.

“**cargo tonnage dues**” means the charge for the use of the port and does not include a charge for any other service.

“**Chairman of the Port Authority**” means the Permanent Secretary Ministry of Communications and Works, as incorporated under the Act.

“**checking**” means the service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.

**“demurrage”** means a charge assessed against cargo remaining in or on terminal facilities after the expiration of free time unless arrangements have been made for storage. Wharf demurrage is also applicable to cargo remaining in or on terminal facilities after expiration of an authorised storage period.

**“free time”** means the specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel.

The handling of cargo from vessel hook to tail gate or vice versa

**“heavy lift”** means the service of providing heavy lift cranes and equipment for lifting cargo.

**“inter-island vessel”** means a vessel under 300 GRT and trading exclusively within the Caribbean Waters;

**“licensed pilot”** means a pilot licensed by the Port Authority to pilot vessels or ships, to and from alongside the berths at the Port of Plymouth or anywhere within the limits of the Port of Plymouth.

**“loading” or “unloading”** means the service of loading or unloading vessel to any place on the terminal and trucks, lighters or barges or any other means of conveyance to or from the terminal facility;

**“N.O.S.”** means Not otherwise specified;

**“ocean-going vessel”** means a vessel of or over 300 GRT;

**“operator”** means any person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in Montserrat.

**“passenger domestic”** mean a passenger travelling in coastal or on inter-territorial vessels.

**“passenger foreign-person”** means a passenger travelling in a foreign-flag vessel.

**“person”** includes individuals, partnerships, corporations, associations, municipal and other governmental entities.

**“place of rest”** means a location designated by the Port Authority within the terminal area where goods and commodities shall be placed in a manner acceptable to the Port Authority and allowed to remain while awaiting delivery to consignee or for loading on board a vessel.

**“Port Authority”** means the Montserrat Port Authority incorporated under the Act.

**“port dues”** means a charge assessed against any vessel or ship on its registered GRT tonnage using any harbour or Port in Montserrat.

**“Port Manager”** means a person appointed as Port Manager by the Port Authority to manage the Port of Plymouth and other Ports.

**“Port Manager’s Department”** means the Port Manager’s Department created to operate, manage and develop the seaports and terminal facilities of Montserrat.

“**Port of Plymouth**” means the Port of Plymouth or any other Port under the administration of the Port Authority of Montserrat.

“**port terminal facility**” means one or more structures comprising a terminal unit, and including, but not limited to wharves, warehouses, covered and/or open storage space, cold storage plants, landings and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers.

“**ships**” mean any schooner, sailing vessels propelled by sail, or partially propelled by power, and shall include in its meaning the term “Master, Owner or Agent thereof”.

“**tailgating**” means the delivery of cargo by the Port Authority from rest to the tailgate of the truck for inbound cargo payable by the consignee for outbound cargo from tailgate of the truck to rest.

“**tariff book**” means a publication containing dues, charges and conditions prepared and published by the Port Authority in accordance with the provisions of the Act.

“**tariff publication**” means a schedule, tariff, supplement to, or revised or amended page of a schedule or tariff.

“**terminal storage**” means the service of providing transit sheds or other terminal facilities for the storing of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage closed or covered storage, open or ground storage, bonded storage and refrigerated storage, and after storage arrangements have been made.

“**ton**” means a ton of 2,200 pounds or 35 cubic feet, whichever yields the greater charge.

“**usage**” means the use of the terminal facility by lighter operator, trucker, shipper or consignee, their agents, servants and/or employees, when they perform their own car, lighter or truck loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.

“**vessel**”, except as otherwise specified, means floating craft of every description, with the exception of ships, and shall include in its meanings, the term, “owners, masters and agents thereof”.

“**vessel’s hook**” means to and from vessel’s tackle.

“**wharfage dues**” means a rate charged by weight or measurement, whichever yields the greater revenue, on all imports payable by the consignee, and on all exports, payable by the consignor, moved through the Port of Plymouth.

*(Amended by S.R.O. 30/1979)*

#### **Consent of terms of tariff**

4. The use of the harbours and piers, wharves, bulkhead, docks and other facilities under the jurisdiction of the Port Manager’s Department shall constitute a consent to the terms and conditions of this tariff, and evidence an agreement on the

part of vessels, their owners and agents, and other users of such harbours and facilities to pay all charges specified in this tariff and be governed by all rules and regulations published herein.

### **Appeals**

5. To the extent that the Port Manager and the Port Manager's Department derive authority and responsibility from the Port Authority and have been duly delegated same under this tariff, a right of appeal for due cause from actions by them exists to the Port Authority through the Chairman.

### **Exemption for port construction**

6. All construction work at the Ports and Harbours of Montserrat whether new facility or maintenance, done under contract with and for the benefit of the Port Authority, is exempt from the charges enumerated in this tariff. The exemption applies only to those activities and materials specifically required and necessary for the completion of the construction work.

### **General restrictions and limitations**

7. (1) The Port Authority is not obligated to provide storage or accommodation for property which has not been transported, nor is intended to be transported by water to or from the port: nor is it obligated to provide berthage, wharfage storage or other services beyond reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Manager.

(2) The Port Authority of Montserrat is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the port and the established assurances to the community. The refusal of any such cargo is discretionary with the Port Manager.

## GENERAL

### **Payment of bills**

10. (1) All charges assess under this tariff are due as they accrue and are payable within fifteen days after presentation of invoices.

(2) The Port Authority reserves the right, in the event of delay or failure to pay invoices when due, to demand payment of charges in advance before further services will be performed or facilities used, or before freight upon which charges have accrued will be released for delivery.

(3) The Port Authority does not recognise the numerous shippers of consignees and cannot attempt to collect or assist in collecting port dues, tonnage dues, cargo handling dues, storage, wharf demurrage, and other bills which may be passed on to the shippers and consignees by the vessel, its owners or agents. The Port Authority must be paid regardless of when the vessel, its owner or agents are reimbursed.

(4) The Port Authority required a deposit of all charges in advance which may accrue against a vessel, its owners or against the cargo loaded or discharged by a vessel, or from other users of the facilities. Use of the facilities may be denied until such advance payments or deposits are made.

(5) Cash deposit by Master, Owner or Vessel Agent only—

(a) Per ton unloaded	\$40.00
(b) per ton loaded	\$25.00
(c) tankers per ton	\$ 6.00
(d) passenger vessels per vessel—	
(i) under 100 GRT	\$200.00
(ii) 101 – 2000 GRT	\$400.00
(iii) 2001 GRT and over	\$800.00

### Indemnity bond

11. (1) Users of the port facilities are required to furnish the Port Authority with a cashable bond, insuring the Port Authority against loss of any funds and indemnifying the Port Authority in full for the payment of bills that accrue as a result of berthage, cargo and passenger wharfage, water sales, storage, rentals, leases, warehousing, wharf demurrage, electric current and any other charges that may accrue for services rendered by the Port Authority.

(2) The Port Manager is authorised to determine and fix the amount of the required Bond.

(3) The Port Manager is also authorised to cash the Bond by this section.

### Insurances

12. (1) The rates and charges published in this tariff do not include any insurance of any nature.

(2) All users of the port facilities are required to carry bodily injury liability insurance and property damage liability insurance and to furnish certificates of insurance to the Port Manager.

### Pollution of air and water and unnecessary noises

13. (1) It shall be unlawful for any person, firm or corporation to deposit, place or discharge into the waterways and harbour of the Port of Plymouth any ballast, dunnage, sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid or solid matter, oil, gasoline, residium gas, calcium, carbide, trade waste, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment or obstruction on the bottom of the ocean bed, or odors or gases of putrefaction.

(2) All vessels and ships and all persons using port facilities shall take every precaution to avoid pollution of the air or making unnecessary noises.

(3) All appropriate federal, state and local laws, rules or regulations pertaining to air and water pollution shall be rigidly observed.

### **Clearance**

14. No vessel or ship shall receive clearance from the Collector of Customs or any other officer of Customs except on the production of a certificate from the Port Manager certifying that he has complied with the regulations hereunder and paid all his tolls and dues.

### **Allocation of space**

15. The Port Manager shall control the allocation of all space covered, or open on the Seaport properties of Plymouth. All persons using port property in any manner shall strictly comply with such allocations. The Port Manager is authorised to move cargo or other articles after the free time allowance at consignee, or agent's expenses, in order to enforce this item.

In all cases, the objective of space allocation is to insure maximum flexibility and utilisation of available space, both covered and open, and the Port Manager shall be the sole judge in the matter.

### **Leasing**

16. Where leasing is involved as for office space or open ground space, Port Authority procedures and requirements shall be followed.

### **Cleanliness of premises**

17. All vessels and ships their owners and agents, and all other users of the facilities shall be held responsible for the general cleanliness of the property which has been allocated, assigned or leased to them. This shall include those parts of aprons, gutters, and truck docks used in connection with any specific leading, unloading or handling operation.

If such users do not properly clean the facilities or property they have been using, the Port Manager may order the property cleaned and placed in good order and charge the users responsible at cost, plus one hundred per cent with a minimum charge of \$25.

### **Damage to port terminal facilities**

18. All vessels, their owners or agents, and all other users of the facilities, shall be held responsible for all damage to the facilities occasioned by them. The Port Manager's Department may detain any vessel or other watercraft responsible for damage to the facilities until sufficient security has been given for the amount of the damage. It shall be the responsibility of the users of the facilities to report any damages occasioned by them to the Port Manager's Department immediately.

The services of a licenced pilot on duty on board any ship or vessel, does not relieve the master of the vessel of the responsibility for any damage caused by the ship



or vessel and no liability shall be placed on a licenced pilot for any damage to facilities.

### **Emergencies**

**19.** Anyone on the port property at any time becoming aware of an emergency situation of any nature should notify a responsible Port Manager's Department representative by the fastest means, while taking such immediate direct action as may be appropriate. Anyone not reporting such emergency, shall be held liable.

### **Loitering on Port properties**

**20.** It shall be unlawful for any person to loiter upon the properties of the Port Manager's Department. It shall be unlawful for unauthorized persons to enter cargo movement or handling areas.

Persons using the port facilities do so at their own risk, and the Port Manager's Department will assume no responsibility for injuries or damages sustained. Any person doing so shall forthwith depart, when ordered to do so at the request of the Port Manager.

### **Signs**

**21.** Painting signs on structures belonging to the Port Manager's Department is prohibited without prior approval. Signs to be erected on the port shall be furnished by the port users and erected or placed by the user after the Port Manager shall have approved the design, material and size of said signs. All signs shall be uniform.

### **Smoking**

**22.** It shall be unlawful for any person to smoke or to light any match upon, or in, any port facilities where such is prohibited by the Port Authority.

### **Solicitation**

**23.** It shall be unlawful for any person to solicit or carry on any business on the seaport property without first obtaining a permit from the Port Manager's Department of the Port Authority as required by this tariff and subject to having the required occupational licences.

### **Vehicles**

**24.** It shall be unlawful to park automobiles in any restricted area or to park any automobile, truck, trailer or any other vehicle in loading zones for any longer period than is necessary to load or discharge cargo or passengers.

All vehicles entering the Port of Plymouth not engaged in the transportation of cargo shall park in the area designated by the Port Manager's Department.

### **Wharf obstruction**

**25.** Stevedore's tools, appliances, equipment, vehicles or any other material or object which is not part of the cargo will not be permitted to remain on the wharves or wharf premises, or in the transit sheds, except at the discretion of the Port Manager.

Cargo or gear will not be stored on the aprons, in driveways, roadways, or any other locations that would hamper normal port operations without specific approval of the Port Manager's Department.

If not removed when so ordered, it shall be subject to removal by the Port Manager's Department at the agent's expense, at cost plus 100%.

### Requirements of documents

26. To expedite prompt handling of goods through the terminal areas, the following documents will be required (must be originals or certified facsimiles).

#### *Inbound Cargo*

5 legible copies of vessel manifest (required at least 48 hours prior to arrival of vessel, inter-Caribbean vessels on arrival).

1 copy of steamship company release (delivery order).

#### *Outbound Cargo*

1 copy of loading list (required 24 hours prior to vessel loading).

1 copy Customs Report Outwards.

5 legible copies of vessel manifest (required within 3 days after departure of vessel).

### Discipline

27. When on Port Authority premises, no person shall—

- (a) cause or participate in any disturbance;
- (b) be in an intoxicated condition;
- (c) possess intoxicating liquor;
- (d) refuse to produce for inspection, at the request of anyone in the Port Manager's Department the contents of any parcel in his/her possession;
- (e) refuse to be searched by a Port Authority Constable;
- (f) bring in live animals, without permission;
- (g) refuse to leave, when ordered to do so, by a member of the Port Manager's Department.

### CARGO

### Abandoned cargo

30. Any cargo on which charges have not been collected after 42 days shall be considered abandoned cargo. The Port Authority reserves the right to remove any or

all such property. When the Port Manager determines final abandonment of cargo in any instance, he shall dispose of same under established Montserrat procedures.

### **Furnishing cargo statements and vessel reports**

31. All vessels, their owners and agents, and all other users of the harbours and facilities, shall furnish the Port Manager copies of inbound or outbound manifest or other documents in a form satisfactory to the Port Manager, or a full and correct statement, signed and certified to, on blanks furnished by the Port Authority showing weights or measurements of the various items discharged or loaded and the basis on which freight charges are assessed, within 48 hours before arrival and/or within 24 hours of departure of vessels.

### **Access to records**

32. All vessels, their owners and agents, and all other users of the harbours and facilities, shall be required to permit access to manifests of cargo, passengers, documents and all other documents for the purpose of audit for ascertaining the correctness of reports filed, or for securing necessary data to permit correct estimate of charges.

### **Explosives, inflammables, and other hazardous materials**

33. Explosives, inflammable and other hazardous commodities or materials will not be handed over or received on the wharves or other facilities of the Port Manager's Department until and unless approval is obtained from the Commissioner of Police of Montserrat. Special regulations covering these items, are set out in Appendix IV.

### **Damaged goods**

34. Goods and commodities arriving in apparently damaged conditions, shall be kept separate and delivered to damaged locker which is to be considered as place of rest for damaged cargo if not otherwise instructed.

### **Goods not under cover**

35. Goods and commodities held in open areas are at owner's risk on account of loss and damage caused by weather or deterioration.

### **Perishable goods**

36. To be removed by the Port Manager and sold after 2 days landing.

## **BERTHING**

### **Office hours request for berths loading or unloading of vessel**

40. (a) on weekdays not later than 3.00 p.m., except  
(b) on Saturdays not later than 10.00 a.m.

**Application for berth and for the loading or unloading of**

41. The agent for a vessel desiring a berth at the Port of Plymouth, or any other harbours shall, as far in advance of the date of docking as possible, make application to the Port Manager in writing in the manner prescribed, at Appendix I for a berth specifying the name of vessel, size, the date and estimated time of arrival, date and time of sailing and the nature and quantity of cargo, if any, and request the vessel to be loaded or unloaded.

**Assignment of berth**

42. All berthing assignments shall be made by the Port Manager and must be rigidly observed.

**Change of berth**

43. Every vessel, boat, barge or other craft, must, at all times have on board a person in charge with authority to take such action any actual emergency as may be necessary to facilitate common navigation or commerce, or for the protection of other vessels or property. The Port Manager has discretionary authority to order and enforce the removal or change the berth or location of any vessel, boat, barge, or other watercraft at its own expense, to such place as he may direct, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the master, owner or agent of such vessel to fail, neglect or refuse to obey any such order.

If there is no responsible person available, or if the person in charge refuses to shift the vessel as directed the Port Manager's Department shall have the vessel shifted at the risk and expense of the vessel.

**Unauthorized berthing**

44. Any vessel berthed in an unauthorized manner or shifted without approval of the Port Manager's Department shall be subject to an assessment in the amount equal to five times the published Port Dues, or \$1,000 whichever yields the greater. Such vessel may be moved to a properly designated berth without notice by the Port Manager's Department at the owners expense.

No vessel or ship shall tie up or lie alongside the approach bridge, connecting the main berth.

**Vessels or ships arriving outside normal working hours**

45. All vessels or ships arriving at the Port of Plymouth outside normal working hours of the Port Authority, as defined in Regulation III, shall wait or anchor outside the prohibited anchorage until such time as the vessel or ship is given permission to berth.

NAVIGATION

**Prohibited anchorage or obstruction in turning basins and channels**

**50.** It shall be unlawful for any person, firm or corporation whether as principal, servant, agent, employee, or otherwise to anchor any vessel, boat, barge or other watercraft of any kind in any of the turning basins or channels in the Port of Plymouth as defined in Appendix III or to otherwise obstruct navigation, except in cases of actual emergency.

**Lights at night**

**51.** All vessels, barges or other watercraft, while anchored, moored or manoeuvring in the waterways of the Port of Plymouth, must at all times during darkness show regulation lights.

**Speed**

**52.** It shall be unlawful for vessels or other watercraft to proceed at a speed exceeding 6 knots which will endanger persons, other vessels or structures or to cause wake damage. All applicable federal and local rules, and regulations apply.

**Penalty**

**53.** Any person infringing any of these regulations for which no other penalty is provided shall be liable on summary conviction to a fine not exceeding \$500 or to imprisonment for any term, not exceeding 6 months.

## PART II

*(Inserted by S.R.O 8/1994 and  
amended by S.R.O's 40/1994, 2/1995, 63/1997, 17/1998)*

## TARIFF BOOK

## SCHEDULE I

## MARINE DUES

Marine dues are collected by the Port Authority to assist in the funding of pilotage, navigational aids for safety at sea and in port and apply to ships entering the Port of Plymouth.

Item	Particulars
1. (a) Piloting & Running Lines	For piloting vessels on arrival/departure of shifting berth or anchorage and running lines. From the hours of 0800 to 1600 daily:

Vessels including tankers	Piloting per vessel	Running Lines movement
Up to 100 GRT	—	\$ 25.00
101 to 500 GRT	60.00	40.00
501 to 2000 GRT	70.00	50.00
2001 to 5000 GRT	90.00	75.00
5001 to 10000 GRT	200.00	100.00
10000 and over GRT	300.00	150.00

Provided that ships requiring a pilot for shifting from alongside one berth to another shall pay 50% of the prescribed fees.

For periods outside the above-mentioned hours and on Sundays and statutory holidays the above-mentioned charges shall be increased by 50%.

Waiting Time – per hour or part thereof provided that if the ship arrives at the Pilot Station within the first hour, no waiting time will be charged..... \$50.00

	Cancellation fee – if a pilot is ordered and the cancellation of required services is not received within 3 hours of due time ordered.....	\$50.00
(b)	Pilot's Launch For vessels over 100 GRT	200.00
(c)	Clearance All vessels	10.00
2.	Basis of Charge	Marine dues shall be based on the highest gross registered tonnage of the vessel as shown in Lloyd's Register of Shipping. However, the Port Authority reserves the right to admeasure any vessel when deemed necessary and use such measurement as the basis for Marine Dues.

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**SCHEDULE II**

**PORT DUES**

Port dues are collected by the Port Authority to assist in the funding of marine structures used by ships while in port—

3.	Port Dues	For the first 24 hrs or part thereof in port	For each subsequent 24 hrs or part thereof
(A)	Ships over 20 GRT but not exceeding 100 GRT	\$100.00	\$100.00
	Ships over 100 GRT but not exceeding 500 GRT	200.00	200.00
	Ships over 500 GRT but not exceeding 1000 GRT	300.00	300.00
	Ships over 1000 GRT but not exceeding 5000 GRT	400.00	400.00
	Ships over 5000 GRT	500.00	500.00
(AA)	private Yachts \$25.00 dollars per call private Yachts at berth – at the rate as set out in paragraph (A) above having regard to tonnage and number of hours in the port.		

## (B) Laid up Ships

The owner or agent of any ship anchored or moored in Plymouth may, if the ship is not being used for the storage of cargo or for commercial or residential purposes, apply to the Port Manager to be classified as a "laid up ship" as appropriate. Every ship so classified shall pay half the dues detailed at (a) above, provided that the owner or his agent pay such dues at the end of each calendar month.

4. Port dues for unauthorized berthing                      Any vessel berthed in an unauthorized manner or shifted without the approval of the Authority shall be subject to Port Dues in an amount equal to twice the published fee.
  
5. Exemption from Port Dues
  - a) Local Fishing vessels.
  
  - b) Local cargo vessels at anchor outside of restricted area.
  
  - c) Vessels belonging to the Government of Montserrat or the Government of any Commonwealth or Foreign Country other than such vessels loading or discharging cargo or embarking or disembarking passengers for freight or fares.

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**SCHEDULE III**

**CARGO DUES**

Cargo dues are collected by the Port Authority to assist in the funding of facilities used to move and store Cargo.

6. Calculation of Cargo Tonnage      A revenue tonne shall mean a volumetric measure of 1 cubic metre (35 cu ft.) 1000 kilos (2200 lbs) whichever is greater.

Only full tonnes will be used when calculating cargo tonnage subject to cargo dues. Manifest weight totals expressed in pounds or kilograms will be converted to the nearest full tonne as follows—

Fractions over a full tonne but less than 0.5 (1/2) will be dropped. When 0.5 or more, the next highest figure will be used.

7. Non-Shipment of Cargo      Cargo delivered on the port for export and not loaded on a vessel berthed at the port and subsequently moved inland from the port is subject to cargo dues.
8. Trans-shipment      Cargo transhipped through the port will be assessed cargo handling charges at one and a half times the normal rate and will be subject to half the normal storage charges.
9. Ship's Stores      No charge for cargo dues will be made on ship's stores.
10. Fuel Tonnage Dues      Per tonne on fuel ex tankers (applied to fuel only as tonnage dues are included in the cargo handling charge).      \$10.00
11. Wharfage
- |                                       |         |
|---------------------------------------|---------|
| Cement per tonne .....                | \$10.00 |
| Lumber, BRC and Steel per tonne ..... | \$25.00 |
| Other cargo per tonne .....           | \$27.00 |
| Other cargo per cu. ft. ....          | \$ 0.77 |
| Other cargo per 100 lbs. ....         | \$ 1.22 |
| Sand and Aggregate per tonne .....    | \$10.00 |
| Cement blocks per tonne .....         | \$10.00 |
| Empty bottles .....                   | Free    |
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## SCHEDULE IV

### CARGO HANDLING CHARGES

Cargo Handling charges are collected by the Port Authority to defray costs associated with the movement of cargo from the ship's hold to the first place of rest on the Port, to either covered storage or open storage in the Port's compound and for handling cargo between place of rest and a truck's tailgate. These charges are also referred to as L.S. & D. (Landing, Storage and Delivery Charges). They cover the operations of Stevedoring, Longshoring and Tailgating.

12.	Landing, Storage and Delivery Charges – Imports	
	(a) Breakbulk .....	\$56.00
	(b) Lumber, Steel and BRC .....	\$56.00
	(c) Hazardous and Refrigerated Cargo .....	\$63.00
	(d) Unitized—	
	(i) Cement .....	\$48.00
	(ii) Blocks .....	\$35.00
	(e) Self propelled wheeled vehicles—	
	(i) Roll on Roll off (Cars) .....	\$43.00
	(ii) Roll on Roll off (trucks, pick-ups and similar vehicles) .....	\$26.00
	(iii) Lift on Lift Off .....	\$56.00
	(f) Raw material for manufacture (Breakbulk)	\$14.00
	(g) Containerized Cargo: Imported full and exported empty with or without wheels	
	(i) Raw material for manufacture .....	\$679.00 Twenty foot Equivalent Unit
	(ii) Full Container Load – direct delivery .....	\$933.00

		Twenty foot Equivalent Unit
(iii)	Full Container Load unstuffed in compound .....	\$1087.00 Twenty foot Equivalent Unit
(iv)	Empty cargo Container (flat rate) .....	\$400.00 Twenty foot Equivalent Unit
(h)	Less than a Container Load .....	\$48.00 per tonne
12A	Aid Funded Imports	
(1)	Wharfage	
	Cargo landed or loaded per tonne .....	\$15.00
(2)	Cargo handling charges	
(a)	General cargo per tone or part thereof .....	\$32.60
(b)	Landing and Loading Containers	
	Full container loans	
	Directory delivery .....	\$570.00 per Twenty foot Equivalent Unit
	Unstuffed by Authority .....	\$750.00 per Twenty foot Equivalent Unit
(c)	Flat Rate .....	\$400.00 per Twenty foot Equivalent Unit
13.	Landing, Storage and Delivery Charges – Exports	
(a)	Breakbulk – general cargo .....	\$14.00 per tonne

	(b)	Manufactured goods .....	\$14.00 per tonne
	(c)	Agriculture produce .....	\$14.00 per tonne
	(d)	Empty bottles and other Environmentally destructive items .....	\$11.00 per tonne
	(e)	Containerised Cargo: outbound stuffed by shipper, with or without wheels—	
	(i)	Personal effects .....	\$400.00 Twenty foot Equivalent Unit
	(ii)	Other cargo .....	\$500.00 Twenty foot Equivalent Unit
14.	Over- landed Cargo	Per tonne	Same as at 12
			One free storage period as for transhipment cargo (Section 8) will be allowed after which excess storage charges will apply.

## SCHEDULE V

### EXCESS STORAGE CHARGES

15.	Free Time Allowance	The free time allowed for assembling outbound cargo on and for removing in bound cargo from the Port, excluding Saturdays, Sundays and legal holidays, shall be five days, but the Authority may in its discretion extend the free time allowance when delay is caused by circumstances beyond the control of the consignee.
		For goods entered for transhipment, the free time allowed shall be ten days inclusive of Saturdays, Sundays and legal holidays.

16. Computation Free Time  
 The free time allowed for assembling of outbound cargo shall commence on the day following placement of the first delivery of cargo on the Port.  
  
 The free time allowed for removing inbound cargo shall commence on the day following the day the vessel completes discharging or containers unstuffed.
17. Excess Storage (Open or Covered Storage)  
 All cargo remaining on the port after the free time period shall thereafter be assessed storage charges as follows:  
  
 Per day or part thereof:  
 per tonne ..... \$6.00  
 minimum charge per consignment..... \$5.00
18. Removal of Goods  
 Upon completion of the free time allowance, goods may be moved from the point of rest to an alternative storage area as designated by the Authority. The removal charge shall be:  
  
 Per tonne \$10.00
19. Perishable Goods  
 May be removed by the Authority and sold with due notification not less than 10 days after landing.
20. Containers  
 Storage of empty containers:  
 Free for 21 days  
 Afterwards – per day per TEU \$15.00  
  
 Where cargo remains in a container in the port in excess of the free period for break bulk cargo, such cargo shall be liable to excess storage charges to the account of the goods and without prejudice to any container storage fees payable by the carrier.  
  
 Containers remaining in storage on the Port Authority premises are subject to sale and removal after 60 days whether or not the storage charges have been paid.  
  
 NOTE: Handling and storage charges assessed against a container are payable by the ship's Agent.
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**SCHEDULE VI****GENERAL PROVISIONS**

21. Cruise Ships In addition to the foregoing, the following charge is applicable per passenger aboard each cruise ship
- Payable by the ship's Agent as follows:
- \$8.00 ECC or (US \$3.00) per person for—
- Shipping Lines scheduled for 10 or more calls per year;
- Ships with 500 passengers and over;
- Single destination vessels – Nil
- \$13.50 ECC or (US\$5.00) – All others
22. Sorting (Ship Owners Account) If cargo is discharged with marks mixed, the Authority may require that such cargo be sorted and in such cases the following additional charge will apply:
- per tonne or part thereof ..... \$10.00
23. Coopering Any additional labour found necessary to effect the handling of damaged goods and commodities or to repair containers found in other than good condition on arrival will be charged additionally for the account of the carrier.
24. Damaged Goods Goods and commodities arriving in apparently damaged condition shall be kept separate from sound cargo and delivered to the damaged goods locker which is to be considered as the place of rest for damaged cargo. The Port Manager, at his sole discretion, may refuse to land such damaged goods or may dispose of same without notice if landed.
25. Documents To expedite prompt handling of goods through the port compound, the following documents will be required (must be originals or certified facsimiles):
- Inbound cargo – Application for Berth  
– Requisition for Port Services

– Ship’s Manifest

Outbound cargo – Same as above.

26. Normal Working Hours at the Port Authority  
The rates provided in this tariff shall apply only to services performed in normal working hours.  
The working hours of officers for attendance to the public shall be:

Monday – Friday from 0800 – 1600

27. Overtime Payment Vessels Owners or Agents  
Any overtime after normal working hours shall be for vessel owner’s or agent’s account.

28. Equipment Charges with Driver	Forklifts – per hour or part thereof .....	\$ 65.00
	CHU – per lift on compound .....	100.00
	– per lift off compound .....	200.00
	Crane – per hour or part thereof.....	160.00
	Local and Inter Island Vessels .....	80.00
	Yard Tractor – per hour or part thereof.....	80.00
	5th Wheel Tractor and Chassis – per hour or part thereof.....	120.00

The above rates do not include overtime to be paid to the driver outside normal working hours. Rentals of other equipment by arrangement with the Authority.

29. Annual Permits  
The following annual permit fees are applicable to the following business categories for the privilege of conducting their operations within the Authority’s premises.

Each

Ships Agents – per vessel per call .....	\$ 10.00
Fuelling Companies – per annum .....	\$300.00
Utility Companies – per annum .....	\$200.00
Customs Brokers – per annum .....	\$200.00
Pilots – per annum .....	\$300.00

Other business categories will be covered by special arrangements.

The above permit fees will be applied on a calendar year basis. Firms commencing business after June 30th of any calendar year will pay the following annual fees:

30. Harbour Craft Fee                      Harbour craft carrying passengers on a hire, fare or a charter basis shall pay the following annual fees:

Under 250 GRT .....	\$100.00
Over 250 GRT.....	\$200.00

31. Cash Deposits

A                      The Port Authority requires in advance a deposit of all charges which may occur against a vessel, its owners or agents. Use of the facilities shall be denied until advance payment or deposits are made. In such cases the cash deposit to be made by the Master or Agent shall be—

(a) Vessels under 100 GRT .....	\$ 300.00
(b) Vessels over 100 GRT .....	\$1000.00
(c) Fuel ex tankers, per tonne .....	\$ 12.00
(d) Passenger vessels, per passenger ..	\$ 13.50

B                      The Port Authority requires in advance of delivery of goods, a deposit of those charges which may occur against a consignee. Delivery will be denied until such deposits are made. In such cases the cash deposit to be made by the consignee shall be:

(a) Per TEU (20 ft container) .....	\$ 27.00
(b) Break Bulk, per tonne .....	\$ 70.00

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PAM FORM No. 1

A P P E N D I X I

MONTSERRAT PORT AUTHORITY

The Port Manager,  
Plymouth.

APPLICATION FOR A BERTH

We the undersigned .....\*Owner/Master/Agents of the  
S/M/V Sch. .... GRT ..... Lgth .....  
Draft: Fwd ..... Aft ..... Official No. ....  
request that a berth at ..... be allotted to this vessel on the .....,  
20..... for the purpose of discharging/loading\* and/or disembarking/embarking  
passengers.

Port of Registry: .....

I hereby declare and certify as follows—

- \*(a) The vessel is not carrying any dangerous goods described in the list of dangerous goods in the Fourth Appendix.
- \*(b) The vessel is not carrying explosives or goods possessing dangerous properties other than those described in the list of dangerous goods.
- †(c) The vessel is carrying dangerous goods as shown on the back hereof.
- †(d) The vessel is carrying explosives or goods possessing dangerous properties other than those described in the list of dangerous goods as shown on the back thereof.
- \*(e) The packing and storage of all goods listed under (c) and (d) above are in accordance with the usual shipping practice except as shown on the back thereof.
- (f) The amount of cargo to be discharged is ..... tons.
- (g) The amount of cargo to be loaded is ..... tons.
- (h) The amount of deck cargo is ..... tons.
- (i) The vessel is expected to arrive in the harbour at ..... hrs.

Signed .....

*Master/Agent.*

\*Cross out whichever is not applicable  
State number of tons of each type of cargo

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PAM FORM No. 2

A P P E N D I X II

MONTSEERRAT PORT AUTHORITY

REQUISITION FOR PORT SERVICES

(In Duplicate)

Date:

.....

TO:

The Port Manager,  
Plymouth.

Please provide the following for the S/S Sch. M/V .....  
due to arrive on .....

- (i) Berth or Anchorage
- (ii) In and Out Pilot
- (iii) Mooring Gangs
- (iv) Mooring Launch
- (v) Pilot Labour (Overtime)
- (vi) Crane to lift ..... tons
- (vii) Forklifts on board
- (viii) Other Port Equipment as follows:  
.....  
.....  
.....
- (ix) No. of Gangs on Board .....

Delete those services not required.

**Note for Chief Accountant.**

I/We undertake to meet promptly the charges raised for these services together with any Overtime incurred and further to pay for any/all damage/s caused to any equipment on hire from the abovementioned Department.

The cash deposits in the sum of ..... dollars and ..... is herein forwarded as deposit.

.....  
*Master/Agent*

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To be completed in the Department.

The following arrangements have been made for the supply of services required.

CASH DEPOSIT	(a)	per ton unloaded .....	\$ 40.00
TOTAL \$	(b)	per ton loaded .....	\$ 25.00
	(c)	tankers per ton .....	\$ 6.00
	(d)	passengers vessels per vessel—	
		(i) under 100 GRT .....	\$200.00
		(ii) 101 to 2,000 GRT .....	\$400.00
		(iii) 2,001 GRT and over .....	\$800.00

.....  
*Chief Accountant.*

Date: .....

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## APPENDIX III

## MONTSEERRAT PORT AUTHORITY

**RESTRICTED AREA AND PROHIBITED ANCHORAGE – PORT OF PLYMOUTH**

From Latitude 16° 42' 09.82" North, Longitude 62° 13' 25.14" West, in a 180° (T) direction for 580 feet, to Latitude 16° 42' 04.02" North, Longitude 62° 13' 25.14" West, thence in a 230° (T) direction for 1000 feet to Latitude 16° 41' 57.54" North, Longitude 62° 13' 33.01" West, thence in a 320° (T) direction for 3570 feet to Latitude 16° 42' 24.79" North, Longitude 62° 13' 56.58" West, thence in a 090° (T) direction for 1675 feet to Latitude 16° 42' 24.79" North, Longitude 62° 13' 39.37" West, thence in a 138° (T) direction for 1560 feet to Latitude 16° 42' 13.28" North, Longitude 62° 13' 28.65" West.

## APPENDIX IV

## MONTSEERRAT PORT AUTHORITY

**REGULATIONS GOVERNING EXPLOSIVES AND HAZARDOUS MATERIALS  
AND FIRE PREVENTION WHILST VESSELS ARE IN PORT LIMITS**

1. Dangerous Goods or articles or substances, of such kind or quality as should reasonably be known to the possessor thereof to constitute a serious danger to life or property and any other article or substance that the Port Authority by notice to the person in possession thereof, designates to be dangerous goods for the purpose of this Regulation.
2. Every vessel that is loading, unloading or that has on board explosives shall display signals as follows—
  - (a) From sunrise to sunset ..... International Code Flag “B” and
  - (b) From sunset to sunrise ..... a red light visible from all directions.
3. The hatches, of every vessel that has explosives on board shall when not in use, be kept closed and secured.
4. No explosives shall be loaded, unloaded or otherwise handled, whether on a vessel or not, between sunset and sunrise without the permission of the Port Manager.

5. Every vessel that has explosives or dangerous goods on board shall, before or immediately upon arrival in Port Limits, make a special written report to the Port Manager setting forth the kind, quantity and destination of such explosives or dangerous goods.
6. The Port Manager may require that any vessel that has explosives or dangerous goods on board remain ready at all times, while alongside to get underway under its own power.
7. Every vessel that has explosives or dangerous goods for unloading therein shall unload them with all possible expedition at the time fixed by the Port Manager.
8. Explosives or dangerous goods unloaded from any vessel shall be removed without avoidable delay, and in the event of any delay, the person effecting the removal shall report immediately to the Port Manager the reason for the delay and the probable duration thereof.
9. The Port Manager may at the risk and expense of the person in possession of explosives or dangerous goods that have been landed other wise than in conformity with these regulations, or that have not been removed therefrom in accordance with these regulations, remove such explosives or dangerous goods.
10. Every vessel that is loading or unloading explosives or dangerous goods or that has on board explosives or dangerous goods shall display "No Smoking" signs in prominent positions.
11. No welding and burning equipment shall be used on Port Authority Premises whilst explosives or dangerous goods are being unloaded.
12. No person shall set off rockets or fireworks or carry on blasting operations in Port Limits without permission of the Port Authority.
13. No article or substance shall be burned, boiled or heated by fire on Port Premises, except with permission of the Port Authority at such place and in such manner as the Port Authority directs.
14. (1) Every vessel shall have suitable fire-extinguishing equipment available for immediate use in any part of the vessel.  
  
(2) The Port Authority may, in addition to the equipment required by subsection (1), require additional equipment to be provided in any vessel to meet any particular condition that, in the opinion of the Port Authority involves extra fire risk.
15. No burning or welding may be performed in any vessel berthed alongside without the written permission of the Port Authority.

16. In the event that a fire occurs at a dock at which a vessel is berthed, or on board any vessel alongside, such vessels shall:
- (a) with its whistle or siren sound five blasts of four to six seconds duration;
  - (b) repeat the signal at intervals;
  - (c) use the signal, in addition to, but not in substitution for, other means of reporting the fire, and for no other purpose; and
  - (d) report the fire immediately by the quickest possible means to the relevant authorities.
17. No person shall use a fire hydrant located on Port Property for any purpose other than fire or fire drill without permission of the Port Authority and then only in a manner satisfactory to the Port.
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