



BOLUDA
TOWAGE

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TOWAGE RATES FOR THE PORT OF SOUTHAMPTON

VALID FROM 1ST JANUARY 2024

BOLUDA TOWAGE LONDON LTD



BOLUDA TOWAGE

Boluda Towage is a leader in maritime services, focused on offering tailored towage services to its valued customers. We can be found in 100 ports across the globe, operating a fleet of over 400 vessels in 18 countries in Europe, Africa, Asia, and Latin America.

Boluda Towage is committed beyond professional cooperation and determined to create synergy with its customers, whilst aiming at providing operational efficiency and flexibility. To this effect, Boluda Towage takes pride in its longstanding relationships with shipping lines and relevant industry stakeholders, for instance, Port Authorities, Pilots, Agents, and Terminals.

We see it as our task to service our customers in the best possible way, truly understanding their needs, thinking with them all the way and exceeding expectations whenever we can. This translates into what we call: Tailored Towage Services, flexible services in the ports that go beyond the towing itself. Always put quality and safety first, the result counts in the end.

We are passionate about assisting ships safely. Our commitment towards our customers is to deliver the highest safety standards possible whilst adhering to the industry's best practices, as well as continuously improving our operational quality. This is accomplished through our experienced, skilled and loyal workforce.

Boluda Towage has dedicated tug dispatch and planning centres present in high-volume ports and dedicated local operational teams, who all together aim at safeguarding our operational efficiency levels. Our objective is to provide a safe workplace and to prevent incidents by identifying, eliminating and mitigating risks and hazards for all our employees (for example, our safety campaign to reduce crew exposure using sand gravel bags for messenger lines) and customers. In addition, our crews ensure that our tugboats are always in a prim state, both mechanically and looking their best. Furthermore, Boluda Towage is operating various hybrid and TIER III tugs and tugs on low sulphur fuel, including rotortugs, affirming our commitment towards sustainability.

Mission

To respond and attend to societal needs regarding marine transport and port logistics in an effective, responsible, and professional way, always showing due respect for people, the environment, and the legal framework. We offer the maximum quality of service with the efficiency, safety, and responsibility expected of a leader in global maritime services.

Vision

To be a benchmark company, chosen by our customers for the excellence of our service and to be recognized for the human quality and professionalism of our employees as well as for our contribution to the community.

Values

- Transparency and professional honesty
- Teamwork and operational efficiency
- Flexibility and innovation
- Excellence of customer care and service

Contact details:

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TARIFF A

FOR SEAGOING VESSELS WITH OPERATIONAL MAIN ENGINE AT THE PORT OF SOUTHAMPTON

PER MOVE AND FOR EACH TUG EMPLOYED – ALL RATES IN GBP (EXCL. VAT)

Vessel weight in GT *) (in tonnes)	Sector 1	Sector 2	Sector 3
	Southampton Container Terminal (SCT1 to SCT5)	All berths North of Netley Buoy	All other berths South of Netley / Hook
Up to – 39,999	£ 3,525	£ 3,475	£ 4,075
40,000 – 54,999	£ 3,900	£ 3,825	£ 4,850
55,000 – 69,999	£ 4,475	£ 4,400	£ 5,725
70,000 – 84,999	£ 4,850	£ 4,725	£ 5,875
85,000 – 99,999	£ 5,225	£ 5,100	£ 6,200
100,000 – 124,999	£ 5,600	£ 5,625	£ 6,775
125,000 – 144,999	£ 6,000	£ 5,925	£ 7,575
145,000 – 175,000	£ 6,375	£ 6,250	£ 7,825
> 175,000	£ 6,675	£ 6,700	£ 8,200

*) Towing rates are charged on the basis of Gross Tonnage (GT) in accordance with Lloyd's Register

TARIFF B – Additional Services

Hourly Working / Stand-by rate	£ 1,750												
Waiting Time	£ 1,750												
Holding / Pushing / Preventing from Breaking away from berth	Charged at the Hourly Working rate per tug (minimum 1 hour, thereafter charging per 30 mins or part thereof) the time counting from departure from and return to the tug's berth.												
Escorting of vessels	<table border="1"> <thead> <tr> <th>Escort from – to</th> <th>Rates</th> <th>Max. duration</th> </tr> </thead> <tbody> <tr> <td>Escort from/to NAB Tower</td> <td>£8,875</td> <td>5.5 hrs</td> </tr> <tr> <td>Escort to from Warner Buoy</td> <td>£8,150</td> <td>5.0 hrs</td> </tr> <tr> <td>Escort from/to the Prince Consort Buoy</td> <td>£6,925</td> <td>4.5 hrs</td> </tr> </tbody> </table> <p>Additional time for escorting of vessels is charged if the service takes longer than the maximum time duration.</p>	Escort from – to	Rates	Max. duration	Escort from/to NAB Tower	£8,875	5.5 hrs	Escort to from Warner Buoy	£8,150	5.0 hrs	Escort from/to the Prince Consort Buoy	£6,925	4.5 hrs
Escort from – to	Rates	Max. duration											
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SURCHARGES

Fuel	A fuel surcharge will be applicable per tug per move (See separate sheet).
Shifting from Berth to Berth	In case the vessel needs to be shifted from one berth to another in same sector Towing Tariff (A) will be applicable.
Dead Ship	Services provided to vessels without main engine power and/or without steering will be subject to a surcharge of 150% on the Towing tariff.
Cancellation	<p>Cancellation / Postponement / Preponement within less than 4 hours of job commencement will be subject to a surcharge of 50% of the applicable rate.</p> <p>Cancellation / Postponement / Preponement within less than 2 hours of job commencement will be subject to a surcharge of 100% of the applicable rate.</p>
Late Ordering	Late ordering within less than 2 hours of job commencement will be subject to a surcharge of 100% of the applicable rate.
Holidays	<p>All rates in this schedule apply at any time on any day except during Christmas and New Year period as follows:</p> <p>24th December at 1600hrs until 27th December at 0800hrs & 31st December at 1600hrs until 2nd January at 0800hrs</p> <p>During this period a 100% surcharge on 'Tariff A' would apply.</p>



TERMS & CONDITIONS

Payment Terms	<ul style="list-style-type: none"> All tariffs published in the Towage Rates are subject to prevailing bunker surcharge, published every 2 weeks, basis price of MGO per Ton. Payment: within 30 days. Value Added Tax (VAT), if applicable, will be added to the aforementioned rates. All services to be performed subject to the terms and conditions of the “UK Standard Conditions for Towage and Other Services (rev. 1986)”. All obligations resulting from the service to be fulfilled at the above-mentioned port locations. Any disputes are to be decided according to English Law and exclusively by London Courts. Discounts can be available for fixed term contracts. By ordering tugs or other services, the ordering agent is deemed to acknowledge that the vessels owner, operators, masters and agents have been informed of and have accepted the Terms and Conditions outlined in this schedule. For any other special services rates and terms for this work are available on request.
Notes	<ul style="list-style-type: none"> The Towage Rates will not apply in case of Emergency Assistance, Salvage, Vessel broken loose from the mooring and/or any other extraordinary and/or unforeseen circumstance. In all those cases a separate agreement will be made.

FUEL SURCHARGE APPLICABLE FOR SOUTHAMPTON

Fuel	<ul style="list-style-type: none"> Continues at 25 GBP per MT / 10 GBP per tug per move. The fuel surcharge is basis the average fuel price during the previous month as per the public index of Platt's average price for MGO / MT.
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Platts Average in £ per metric ton	Cost in £
< 400	£ 0
400	£ 65
425	£ 75
450	£ 85
475	£ 95
500	£ 100
525	£ 105
550	£ 110
575	£ 115
600	£ 120
625	£ 125
650	£ 130
675	£ 135
700	£ 140
725	£ 145
750	£ 150
775	£ 155
800	£ 170
825	£ 185
850	£ 200
875	£ 215
900	£ 230
925	£ 245
950	£ 260



SOUTHAMPTON PORT AREAS – SECTOR TARIFFS



 = Netley Buoy



UK STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (Revised 1986)

1. Definitions

In these UK Standard conditions for towage and other services (revised 1986) the following terms are defined as stated below:

- (a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.
- (b) for the purposes of these conditions.
- (i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.
- (ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.
- (iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.
- (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.
- (v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.
- (vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the word "Tugowner" shall include "Tugowners", and the word "Hirer" shall include "Hirers".
- (vii) The expression "tugowner" shall include any person or body (other than the Hirer or the owner if the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be construed likewise.
2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.
3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.
4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:-
- (a) The Tugowner shall not (except as provided in Clauses 4 (c) and (e) hereof) be responsible for or be liable for
- (i) damage of any description done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object or property;
- or (ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property;
- or (iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever; arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and
- (b) The Hirer shall (except as provided in Clauses 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not, suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner his servants or agents.
- (c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

(ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether expressed or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by, or arise out of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

(d) Notwithstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.

(e) Notwithstanding anything contained in Clauses 4(a) and (b) hereof the liability of the Tugowner or death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as "the other Tugowner") to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorized whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Tugowner or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer to do to and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.


9. (a) The agreement between the Tugowner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept, subject to the proviso contained in sub-clause (b) hereof, the exclusive jurisdiction of the English Courts (save where the registered office of the Tugowner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tugowner and the Hirer hereby shall accept the exclusive jurisdiction of the Scottish Courts).

(b) No suit shall be brought in any jurisdiction other than that provided in subclause (a) hereof save that either the Tugowner or the Hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found




Towage Rates for the Port of Southampton Valid from 1st January 2024

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