



SHIP REPAIR FACILITIES BOOKING FORM

Form must be fully completed in **BLOCK** capitals, signed and returned prior to access
 (Charges may be referenced from both the Rates & Dues Booklet and the Authority Website)

Requested facility (Please tick):

Shiplift Covered Berth Shiplift Open Berth Slipway Drydock

Vessel Details (Please Print)

Vessel Name		Reg No:	
Vessel Owner			
Vessel Master			
Dry Berthing Date			
Agreed Re-Float Deadline		Port Engineer Signature	

Booking & Invoicing Contact Details (Please Print)

Contact Name			
Address			
Tel No:		E-mail	

'Designated Contact Person'

- The 'Designated Contact Person' shall be responsible for the above- named vessel and crew from arrival until departure from the repair facility
- The 'Designated Contact Person' shall be responsible for the supervision and co-ordination of all works undertaken on the above-named vessel in compliance with all current Health, Safety & Environmental Regulations.
- The 'Designated Contact Person' shall be responsible for ensuring that all persons associated with the vessel and works undertaken, are familiar and comply with the facility conditions of use, facility rules and emergency procedures.
- The 'Designated Contact Person' must be available for contact at all times during the above-named vessel's occupancy of the facility.

'Designated Contact Person' Details (Please Print)

Name			
Address			
Tel No:		E-mail	

ADDITION TO SHIP REPAIR BOOKING FORM

Authorisation of Overtime and Associate Costs (This Section Must be Completed)

I hereby give authority for my contracted tradespeople to directly authorise PPA to carry out overtime activities out with normal working hours (weekdays Monday to Friday inclusive 07:30-16:00 hrs) for which I/we shall be responsible for payment of these overtime costs.

The rates are currently £21.41/hr/person on hourly rate x time and a half (payable between 05:30-07:30 and 16:00-19:00hrs Monday to Friday) and £28.55/hr/person double time (after 19:00 hrs on a Friday until 05:30 hrs on a Monday and between 19:00-05:30 hrs Monday to Friday. The call out rate is £26.89.

Agree **(Print Name)**

Signature

Date

on behalf of

Alternatively

Authorisation for PPA to work overtime at the vessel out with the normal working hours (07:30 – 16:00 hrs Monday to Friday inclusive) shall be given only by myself or my company’s representative.

PPA shall require a written request for overtime to be worked 24 hours prior to the works. This can be provided on a daily, weekly or for a duration of stay basis.

Should the request for overtime **not be given** then all works on the vessel must only take place within normal working hours and all contracted personnel must vacate the site at other times.

I/We agree to these terms and accept the overtime rates per person previously given

Print Name

Signature

Date

on behalf of

PLEASE READ THE FACILITY CONDITIONS OF USE CAREFULLY PRIOR TO COMPLETION OF THE BOOKING FORM

FACILITY CONDITIONS OF USE

General

These conditions of use (and the PPA General Terms & Conditions to the extent they are not at odds with these conditions of use) (together the “Conditions of Use”) shall apply to the vessel owner, vessel master, person named as designated contact for the vessel, person named above as signatory of the booking form, any person seeking to or using any of the ship repair facilities including the Shiplift Covered Berth, the Shiplift Open Berth, the Slipway and/or the Drydock (“the Facilities”), any person entering the Facilities and to the vessel. It shall be the responsibility of the signatory of this booking form to notify all contractors working on the vessel within any of the Facilities of all the undernoted Conditions of Use and to ensure that the contractors comply fully therewith.

The Conditions of Use may be amended from time to time by PPA and any amendments shall be deemed to be incorporated herein upon any notice of amendment being sent to the vessel owner's last known address or e-mail address or leaving a copy on the vessel if located within the Facilities. In the absence of express acceptance of the Conditions of Use, acceptance shall be implied in the event of the entry or delivery of any vessel, person, goods or equipment into or onto the Facilities or by application to PPA for entry to the Facilities or the use of any of the Facilities.

Insurance

It is a requirement for using the Facilities that the user (including for the avoidance of doubt all contractors) shall be fully insured against all usual commercial risks (including, without prejudice to the generality of the foregoing, fire, damage, salvage, public and third-party liability, employer's liability and theft, whether due to the negligence of others or not), for a sum of not less than £10,000,000 at all times that they remain on the Facilities. It is an express condition that any hot works or other such operations are covered under the said policies of insurance. Evidence of cover (including premium payment) must be provided to PPA on demand.

Provisional and Confirmed Bookings

Provisional bookings convert into confirmed bookings 30 days prior to the date of the provisionally booked slot. Please be advised that provisional bookings are just that, provisional until confirmed. If another request is received which impinges on a provisionally booked slot, PPA will use all reasonable endeavours to contact the provisional booking but this cannot be guaranteed. Following 24 hours of a subsequent booking request, if the provisional booking cannot be contacted or confirmed, PPA may release the slot to a confirmed booking request. Any confirmed booking that is cancelled within 30 days of their slot will be liable for a charge of 50% if another booking or part thereof is not secured.

Preparation of Vessels

Vessels shall be prepared for use of the Facilities as follows: -

- Shiplift: Vessels shall be vertically plumb. The draught aft shall be minimised as far as is practical.
- Slipway: A vessel shall be prepared for slipping with the vessel listed from plumb up to 2° to port.
- Keel Block Loading & Block Spacing: The following maximum keel block loading is applicable as follows: -

Slipway – 52 tonnes per block.

Shiplift Inner Berth – 136 tonnes per block.

Shiplift Outside Berth – 225 tonnes per block.

Note - Not all vessels can accommodate such loadings at the point of keel contact. The maximum keel block spacing is as follows - Slipway 2.5m, Shiplift up to 4.5m

In addition, bow or stern cantilever overhangs of up to 13.5m can arise with certain vessels using the Shiplift.

In the interest of avoiding damage to any vessel, it shall be the responsibility of the vessel's agent/owner/skipper to determine any limitations on keel block loading that may cause damage to the vessel at the point of contact with the vessel's keel and satisfy themselves that keel block loads existing during berthing and docking operations do not exceed the structural capacity of the vessel. PPA is to be notified of any limitations prior to removing the vessel from the water. PPA can provide keel block layouts and the calculated keel block loadings if requested by the owner/agent/skipper. Unless PPA have been notified otherwise, it shall be taken that the keel block spacings given above are safe for use with the vessel. Any risk of keel overloading of the vessel will be borne by the owner/agent/skipper.

If there is any doubt regarding this matter, please discuss with the Senior Port Engineer prior to any berthing activity taking place.

- A vessel plan shall be enclosed for the Senior Port Engineer if the vessel is using the Facilities for the first time.
- If any modifications have been made to the vessel's underwater hull since last time using the Facilities then drawings of the change shall be given for the attention of the Senior Port Engineer.
- All sonars are to be retracted into the hull whilst the vessel is using the Facilities.
- Vessel Stability Booklets must be provided when requested by the Port Engineer or their Assistant.

Other Conditions

- a) Whilst a vessel is on the Facilities no movement of internal weight is to be allowed out with the following limits: -
Movement of any weight greater than two tonnes shall first require to be notified to the Senior Port Engineer.
- b) Any contractor, subcontractor or person carrying out works within the Facilities must immediately notify the Facilities' Foreman if for any reason they cause a vessel to be rendered un-seaworthy. PPA reserves the right to move a vessel at any time and failure to carry out the above-mentioned instruction shall not be the responsibility of PPA. Should the Facilities' Foreman not be available please contact the Senior Port Engineer.
- c) The vessel owners shall be responsible for additional costs of any timber, water used and any cleaning or other associated costs arising from use of the Facilities.
- d) The Facilities operate under a SEPA authorisation. A vessel will be considered as having TBT/TPT present for waste disposal unless our past records show or proof is presented to PPA showing otherwise.
- e) It shall be a condition of use of the Facilities that the owner/agent can confirm to the Senior Port Engineer that a full and comprehensive Fire Risk Assessment for the vessel and related maintenance activities has been carried out. The owner/agent must ensure that persons on board the vessel are aware of and understand the corresponding site rules and emergency procedures stated on the safety information boards within each Facility.
- f) PPA will endeavour to provide the Facilities at the times requested but will not be liable for any loss arising from weather, other vessels' delays or equipment failure. Reference is made to the limitations on the liability of PPA referred to in the PPA General Terms & Conditions (a copy of which can be made available on request).
- g) Berthing at Scott's Pier is reserved for vessels using the Shiplift facility and/or undergoing ship repair. All other vessel activities must be carried out at alternative berths.
- j) Disembarking crewmembers must vacate the worksite as quickly and as safely as possible and wear PPE.
- k) The rates given in the annual schedule of charges shall apply and payment terms are 30 days net from invoice date.
- l) Should weather related delays occur to a vessel on the Shiplift/Slipway, no claim against PPA will be accepted from the owners or agents for this event
- m) PPA shall endeavour to meet due dates for all slipping and use of the Facilities, however notwithstanding the foregoing, the terms of Condition 10 of PPA's General Terms & Conditions (a copy of which can be made available on request) shall apply in their entirety.
- n) If water is to be released from a vessel's water tanks, ballast tanks or from other items such as water bays, prior consent for such release shall be required from the Senior Port Engineer or his deputy. In the event of a failure to obtain such prior consent and this water is collected as part of the collected waste water from vessel washing, or similar, then the vessel owners shall be responsible for all ensuing costs.
- o) No waste shall be left on the Facilities. Waste shall require to be removed from the Facilities by the end of each working day. PPA shall be entitled to charge for any waste disposal they agree to carry out.
- p) Any works carried out by the vessel crew or contractors engaged by a vessel owner shall only be conducted by suitably trained and certificated personnel in accordance with applicable requirements. Hot works shall only be undertaken by trained contractors.
- q) All works at the Facilities must be carried out in such a way as to cause the minimum practicable disturbance to neighbouring properties and users. In the event that PPA (acting reasonably) determine that (i) the works are causing excessive noise; and/or (ii) the user is in breach of these Conditions of Use, then PPA have the right to terminate the works and require the vessel be removed from the Facilities without any liability on PPA.
- r) Any testing of the vessel prior to launch from the Slipway or removal from the Facilities shall be the sole responsibility of the owner.
- s) The use of the Facilities is at the sole risk of the user and PPA's responsibility extends only to: the integrity of the Facilities and static access structures; the maintenance and servicing of air extraction systems and fire-fighting equipment and fire detection systems within the Facilities. Contractors are responsible for the provision of any further controls required to ensure safety in relation to any work methods or substances introduced.
- t) Access to the Facilities shall be during PPA normal working hours only other than as previously agreed with PPA.
- u) If and in so far as any part or provision of the Conditions of Use is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Conditions of Use and the remaining provisions of the Conditions of Use shall continue in full force and effect.
- v) The failure of PPA to exercise or enforce any right conferred on them by the Conditions of Use shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
- w) The Conditions of Use are intended to inure for the benefit of both PPA and its employees, agents and contractors to which end PPA contracts on the Conditions of Use on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors.
- x) All legal relationships and agreements created by the Conditions of Use shall be governed in all respects by Scots law and dealt with under the exclusive jurisdiction of the Scottish Courts.

I/We confirm the above details are complete and accurate and acknowledge and accept the Conditions of Use.

Signature of Owner/Master		Date	
Signature of 'Designated Contact Person'		Date	

**For further information contact: David S Buchan, Senior Port Engineer. Mobile 07710 922271 Fax 01779 475715
Please return completed and signed form to Harbour Office or via email sales@peterheadport.co.uk prior to accessing the facilities.**