

Hong Kong Pilots Association Ltd.

Standard terms and conditions for pilotage services

The provision of pilotage services is subject to the following terms and conditions:-

Definitions

1. For the purposes of these terms and conditions :-
 - (a) "HKPA" means Hong Kong Pilots Association Ltd.
 - (b) "The Applicant" means the person who requests and/or engages pilotage services for a vessel to be provided by a pilot who is licensed under the Hong Kong Pilotage Ordinance.
 - (c) "The Owners" means the vessel and/or Master and/or the Owners and/or the Demise Charterers of the vessel for which the pilotage services are requested.
 - (d) "The Ordinance" means the Hong Kong Pilotage Ordinance and its Schedules and Orders.

Parties

2. In arranging pilotage services for the vessel, the Applicant and the Owners acknowledge that HKPA acts as an agent only for the pilot and assumes no liability hereunder or in relation to the pilotage services provided.
3. The Applicant requests and/or engages the pilotage services on behalf of itself and warrants that it is irrevocably authorized to request and/or engage the pilotage services on behalf of the Owners.
4. Each of the Applicant and the Owners is jointly and severally liable for the pilotage dues under these terms and conditions.

Booking of services

5. The Applicant shall :-
 - (a) submit his request for pilotage services on the Pilot Booking Form (the "Form") by fax to HKPA as early as possible preferably during daytime;
 - (b) use one Form for each pilotage service requested; and
 - (c) confirm each booking by telephone 30 minutes after the Form is submitted by fax.
6. HKPA shall endeavour to arrange the supply of pilots but accepts no responsibility if a pilot cannot be arranged for the requested time for reasons beyond control of HKPA.

Information

7. The Applicant shall provide all the information and data required in the Form accurately and properly.
8. The Applicant shall :-
 - (a) indemnify HKPA and the pilot for all loss and expenses; and
 - (b) pay all reasonable fees and/or charges for all additional work performed and/or time spent by the pilot and/or all additional administrative work performed by the HKPA

caused by inaccurate and/or insufficient and/or unclear information provided by the Applicant in the Form.

Arrangement of berth

9. The Applicant shall procure that the destined berth is clear and available before the vessel's arrival at that berth.

Duration of pilotage services / additional pilotage dues

10. The pilot shall endeavour to render his pilotage services for the intended trip booked by the Applicant, PROVIDED ALWAYS that :-
 - (1) If within 30 minutes after the pilot has boarded the vessel, the terminal is unable to confirm to the pilot that the destined berth is clear and available, the pilot may decide in consultation with the master:-
 - (a) discontinue the intended trip and divert the vessel to an anchorage. Upon safe placement of the vessel at the anchorage, the pilotage service shall be deemed to have been duly completed and all the obligations of the pilot shall be deemed to have been discharged, and the pilot shall be at liberty to leave the vessel; or

- (b) continue with the intended trip in which case an additional pilotage due for detention under Pilotage (Dues) Order item 6, Part II of the Schedule to the Ordinance is payable from the expiry of 30 minutes after the pilot has boarded the vessel until the terminal confirms to the pilot that the berth is clear and available. However, the pilot reserves his right under sub-paragraph (a) to discontinue the intended trip at any time before the terminal confirms to the pilot that the berth is clear and available.
- (2) If the pilot in consultation with the master decides that it is unsafe or impracticable to continue with the intended trip, the pilot may discontinue the intended trip and divert the vessel to an anchorage whereupon :
 - (a) If the trip is discontinued for reasons relating to the vessel or its cargo, or for reasons for which the Applicant and/or the Owners is/are responsible the pilotage service shall be deemed to have been duly completed and all of the duties of the pilot shall be deemed to have been discharged, and the pilot shall be at liberty to leave the vessel; or
 - (b) If the trip is discontinued solely for reasons for which the Applicant and/or the Owners are not responsible (i.e. for reasons unrelated to the vessel or its cargo including but not limited to fog, weather conditions, closure of fairways and city power failure) then :-
 - (i) if the trip is resumed within 1 hour 30 minutes of anchoring, the pilotage service shall continue to form part of the original pilotage service; and
 - (ii) upon the expiry of 1 hour and 30 minutes after anchoring, the pilotage service shall be deemed to have been duly completed and all the duties of the pilot shall be deemed to have been discharged, and the pilot shall be at liberty to leave the vessel.
- 11. When the vessel has been diverted to an anchorage and the pilotage service is deemed to have been duly completed under Clause (10) hereof then if the Applicant and/or the Owners request the pilot to stay on board the vessel to stand by for the new pilotage service, the new pilotage service shall be deemed to have commenced upon the receipt of such request and the pilot shall be entitled to an additional pilotage due for detention until the vessel sets off on the new intended trip. However, if a new pilotage service for the vessel is requested within 3 hours after anchoring, the additional pilotage due for services requested on short notice under Pilotage (Dues) Order item 7, Part II of Schedule to the Ordinance shall not be payable. The Pilot shall endeavour to return to the vessel in about 1.5 hours upon request.
- 12. Where a vessel arrives late at the pilot boarding station, an additional pilotage due for detention is payable. At its sole discretion, HKPA may allow a grace period of 30 minutes.
- 12a. Where an inbound vessel arrives late at the Urmstom Road pilot boarding station, an additional pilotage due for detention is payable. At its sole discretion, HKPA may allow a grace period of 15 minutes.
- 13. Where a vessel departs late, an additional pilotage due for detention is payable. At its sole discretion, HKPA may allow a grace period of 30 minutes for delay solely caused by traffic congestion or weather, and a grace period of 15 minutes for delay solely caused by cargo and/or ship operations.
- 13a. Where an outbound vessel arrives Urmstom Road pilot boarding station on pre-arranged time, but the relieving pilot from Shenzhen arrived late, an additional pilotage due for detention is payable. At its sole discretion, HKPA may allow a grace period of 15 minutes from the pre-arranged time.

Payment of pilotage dues

- 14. The Applicant shall settle all invoices for pilotage dues together with all other amount(s) payable under these terms and conditions within seven (7) days of presentation.
- 15. Interest shall accrue on any overdue pilotage dues and/or all amounts payable under these terms and conditions from the date of presentation of the invoice until full payment at the rate of 2 per cent per month or part of a month.
- 16. HKPA at its sole discretion may require the Applicant to pay the pilotage dues in advance as a condition for arranging pilotage services where: -
 - (1) the Applicant and/or the Owners :-
 - (a) is/are indebted to HKPA for overdue pilotage dues; or
 - (b) habitually delay payment of pilotage dues; or
 - (2) HKPA considers that the Applicant or the Owners may default on payment of the pilotage dues.

Severability

- 17. If any of these terms and conditions or part thereof becomes invalid, illegal or unenforceable, such terms and conditions or part thereof shall, to the extent of such invalidity, illegality or unenforceability be deemed severable and the remaining terms and conditions and the remaining part of such terms or conditions shall continue in full force and effect.
- 18. Nothing in these terms and conditions shall affect the pilot's rights under the Ordinance.
- 19. This agreement shall be governed by Hong Kong law and any dispute arising hereunder shall be submitted to the non-exclusive jurisdiction of the Hong Kong Courts.