



## Berth & Crane Procedures

**Effective: 26 November 2009**

The following procedures are for the use of the Port's Container Terminal staff when allocating berths and container cranes.

### Berth Priorities

Fixed window arrangements are in place as follows:

Shipping Line	At Pilot	Window (on berth)		Depart Berth*
		Open	Close	
<b>CMA CGM (Fortnightly)</b>	1300 Mon	1400 Mon	1600 Mon	0200 Tues
<b>Hamburg Sud/Maersk Trident/OCI</b>	2000 Tues	2100 Tues	2300 Tues	1100 Wed
<b>COSCO/HSD/MOL/NYK (Alternative weeks)</b>	1500 Wed	1600 Wed	1800 Wed	0800 Thur
<b>COSCO/HSD/MOL/NYK (Alternative week to Swire)</b>	1100 Wed	1200 Wed	1400 Wed	2359 Wed
<b>Swire (Fortnightly)</b>	1100 Wed	1200 Wed	1400 Wed	2359 Wed
<b>PIL/MISC/OOCL/MOL/NYK</b>	1200 Sat	1300 Sat	1500 Sat	0400 Sun
<b>MSC</b>	1800 Sun	1900 Sun	2100 Sun	0400 Mon

\* Depart Berth times excludes any potential 1-hour period of grace (used only if required).

The Port will use its best endeavours to offer two cranes for each of the services, preferably at No.5 Berth. New No.4 Berth may be used at the Port's discretion as a substitute for No.5 Berth for suitable container vessels.

Berth window is only valid for up to 2 hours into that window. This means vessels must be on the berth, tied up and ready to commence cargo operations. After that, berth access will be based on use of the Port's "5 Day Berthage & Cargo Advice Form". Conforming vessels - for use by non window customers and those outside their window - will be granted priority over those who do not follow the 5 Day Berthage & Cargo Advice Form. Any line's "Daily Positions" or similar electronic reporting will be deemed to meet the Port's 5 Day Berthage & Cargo Advice Form requirement provided it is received by 1200 hours each day.

It is expected that lines will provide a completed load list (with expected restows) covering the entire exchange before a vessel is berthed.

Please send daily electronic reports to both of the following email addresses:

[Marineadmin@portofnapier.co.nz](mailto:Marineadmin@portofnapier.co.nz)   [Planners@portofnapier.co.nz](mailto:Planners@portofnapier.co.nz)

Window end will still stand if a vessel arrives within 2 hours of the window start: it needs to complete cargo by window end plus an allowance for a 1 hour period of grace. No further extension will be granted unless it is with the full agreement of the Port i.e. in the interests of full cargo completion.

It may still be possible for the window vessel to keep working, if a waiting vessel HAS NOT FOLLOWED the "5 Day Berthage & Cargo Advice Form" procedure. Vacating the berth will however be necessary if a waiting vessel booked the berth IN ACCORDANCE WITH the "5 Day Berthage & Cargo Advice Form" procedure.

Minimum window length is 12 hours from the window opening, being arrival time on the berth. Therefore an arrival prior to the 2-hour cut-off will minimally leave 10 hours work plus an allowance for a 1-hour period of grace. In other words, an 11hour work period. This 1-hour period of grace only applies to holders of berth windows.

If any service is likely to arrive outside its agreed berth window, Users or Agents of the User will need to have fully complied with the following Berth & Crane Procedures (Container Terminal No.5 Berth) to secure berth time.

Any vessel arriving earlier than its window can only occupy the berth if it is vacant and it doesn't impact on any other window arrangement. Early arrival provides no advantage if the berth is occupied by another vessel which has booked in accordance with the "5 Day Berthage and Cargo Advice Form".

THE PORT RESERVES ITS RIGHT TO ALTER THESE ARRANGEMENTS AT ANY TIME AND AT ITS SOLE DISCRETION (DUE TO CARGO COMPLETION, WEATHER, TIDAL CONDITIONS OR ANY OTHER REASON I.E. BERTH OR YARD CONGESTION).

Container Terminal No.5 Berth (**for Users without a window or those who look likely to miss their window in a given week**). New No.4 Berth may be used at the Port's discretion as a substitute for No.5 Berth for suitable container vessels.

1. a) Users or Agents of the User are to forward to the Port of Napier Ltd's Operations Centre (by fax, (06) 833 4441 or e-mail, [marineservices@portofnapier.co.nz](mailto:marineservices@portofnapier.co.nz), copy to [Planners@portofnapier.co.nz](mailto:Planners@portofnapier.co.nz)) the "**Berthage and Cargo Advice Form**" giving a minimum of five (5) days clear notice (cut off midday five days) prior to their ETA at the pilot station. Failure to forward this Advice Form within the timeframe stated will affect berth priorities in the event of a clash. A clash is determined to be within two (2) hours of intended ETA of other vessels without a window or those vessels who miss their window.
- b) This ETA is to be reconfirmed by Users or Agents of the User no later than midday (1200 hours) on the day preceding the intended ETA.

Users or Agents of the User completing **both** the above criteria will be granted a two (2) hour berthing window between the confirmed ETA and the actual ETA. If a vessel is unable to arrive at the pilot station within two (2)

hours, then any other vessel requiring the berth and 2 cranes and meeting the 2 hour arrival criteria, assumes priority.

It is expected that all information provided to the Port of Napier Ltd for operational planning purposes is as accurate as can be at the time it is advised.

In all cases, to maintain berth priority, a vessel must berth and work upon arrival. In the same instance a vessel that can work through to completion will be given preference over a vessel whose ETD will be delayed awaiting cargo to arrive at the Port.

Vessels can only await cargo at the berth with the agreement of Port of Napier Limited providing they are not holding out another container vessel. The movement of vessels that are tide constrained, shall, in the interest of safety and berth productivity, take precedence over other vessels (INCLUDING VESSELS WHOSE WINDOW IS DISRUPTED BY A SURGE EVENT) .

2. Subject to the above, if ETA's are equal, or within two (2) hours of both ETA's at midday (1200 hours) on the day preceding the intended ETA then the "**Berthage and Cargo Advice Form**" presented 5 clear days prior to arrival will be compared. The vessel within the 2-hour window of its 5 day intended ETA shall have priority. If both vessels are within the 2 hour window or both are outside the 2 hour window, the vessel whose actual time of arrival is closest to its 5 day ETA advice will have priority provided they can work on arrival as in Point 1 above. The decision as to which vessel will prevail in the above case will be communicated by the Port's Container Terminal planners by 1500 hours on the day preceding the intended ETA.
3. Vessels arriving more than 2 hours ahead of their previously notified 5 day ETA will not have any priority unless they can work and sail without affecting following vessels, particularly those with windows.
4. Priority on No.5 Wharf to be given to container vessels routinely using two or more shore cranes on a scheduled liner service.
5. Users must supply a load list to the Port of Napier Limited Planners no later than 1600 hours the day before for vessels commencing work prior to 1600 the next day, otherwise 8 hours prior to a vessel commencing work after 1600 hours the same day. The only exception to the above requirements is in those instances where vessels are berthed at the request of Port of Napier Limited.
6. Users whose vessels are vying for the berth may vary the above arrangements by mutual agreement between themselves and the Port, confirmed in writing so long as no other vessels are inconvenienced.
7. The definition of regular services includes "extra loader" calls of a regular liner service. Extra loaders will be afforded the same priority as regular liner services so long as all vessels conform to these procedures.

8. Services which do not publish Napier as a continuous year round call (weekly or bi-weekly) will be treated as a lower priority compared to those regular liner services which conform with these procedures.
9. The “At Berth” time commences from first line ashore on berthing to last line released at sailing; the Port agrees to a 60-minute period of grace before any day thereafter marine services charge applies. However after the 60 minute period of grace there will be NO further exemptions.

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### **Multi-User Berths**

1. a) Users or Agents of the User are to forward to the Port of Napier Ltd's Operations Centre (by fax, (06) 833 4441 or e-mail, marineservices@portofnapier.co.nz) the “**Berthage and Cargo Advice Form**” giving a minimum of five (5) days clear notice (cut off midday five days) prior to their ETA at the pilot station.
- b) This ETA is to be reconfirmed by the User or Agents of the User no later than midday (1200 hours) on the day preceding the intended ETA.

Users or Agents of the User completing **both** the above criteria will be granted a two (2) hour berthing window between the confirmed ETA and the actual ETA. If a vessel is unable to arrive at the pilot station within two (2) hours, then any other vessel requiring the berth and 2 cranes and meeting the 2 hour arrival criteria, assumes priority.

It is expected that all information provided to the Port of Napier Ltd for operational planning purposes is as accurate as can be at the time it is advised.

In all cases, to maintain berth priority, a vessel must berth and work upon arrival. In the same instance a vessel that can work through to completion will be given preference over a vessel whose ETD will be delayed awaiting cargo to arrive at the port.

The Port of Napier Ltd's clear preference is for all vessels to work continuously, 24 hours per day, seven (7) days per week.

Vessels can only await cargo at the berth with the written agreement of Port of Napier Ltd providing they are not holding out another vessel. The movement of vessels that are tidally constrained, shall, in the interests of safety and berth productivity, take precedence over other vessels.

2. Users whose vessels are constrained to a particular berth by reason of length, draft or cargo aggregation will have priority on those berths – e.g.
  - containers: No's 1, 2 North, 2 South, 4 & 5 Wharves
  - fertilizer: No's 1 & 2 North Wharves
  - logs: No's.1 & 2 North Wharves
  - woodchips: No.2 North Wharf
  - wood pellets: No.2 North Wharf
  - fuel: No.2 South Wharf
  - woodpulp: No.2 South but if required for fuel, then 2 North

3. Cruise vessels that book a berth with ETA and ETD 12 months in advance have specific scheduling requirements and will receive priority over other vessels.

Cruise Vessel Berth Allocation Matrix:

First choice of berth if available is 2 South however LOA will be used as a further determining factor for berth allocation.

<b>LOA</b>	<b>Berth</b>
<b>Less than 165 metres</b>	3 East
<b>Less than 190 metres</b>	3 East if possible subject to mooring suitability
<b>Less than 220 metres</b>	2 South and 4 West if cargo operations allow
<b>Greater than 220 metres</b>	2 North and South (operating as a single berth) or if available 5 Wharf

5 Wharf can be considered provided there are no scheduled liner services that require the berth.

4. The Port of Napier Ltd provides a reserved berth for cruise vessels to ensure they have guaranteed berth access ahead of any other potential port user. In the event of any cruise vessel cancelling its Napier call within 36 hours of its due time and date of arrival, the call will be billed as if the vessel had called.
5. Only those fishing vessels with draft of greater than 2.4 metres are able to occupy a berth. The fishing fleet has no berth priority and as a condition of berth allocation must be prepared to shift berth as required and at no cost to the Port of Napier Ltd.
6. Laying over due to vessel maintenance, bunkering, icing and discharging of fishing vessels can only occur with the permission of the Port of Napier Ltd. Cargo activities of other vessels take priority over fishing vessels.
7. Unless all cargo to be loaded on a bulk vessel has a validated Customs Export Delivery Order (CEDO), the Port of Napier reserves the right to refuse to berth the vessel (i.e. no pilot will board the vessel).

8. The "At Berth" time commences from first line ashore on berthing to last line released at sailing; the Port agrees to a 60-minute period of grace before any day thereafter marine service charge applies. However after the 60 minute period of grace there will be NO further exemptions.

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### **Shift Berth**

1. If the user or cargo owner requests a shift of berth (for bunkering, cargo mix, cargo exchange productivity, berth preference or any other benefit to the ship call), the user is to pay the cost of the shift ship. The party benefiting from this movement would be required to meet costs of the movement (except where there is an advised berth priority). Acceptance of these charges will be required in writing prior to any movements taking place.
2. Where practical all movements will be undertaken during meal breaks, change of shifts or at times convenient to the parties affected.

#### **Practical Examples:**

- a) A log vessel is moved from 1 Wharf to 2 South for bunkering purposes – the vessel pays for the movement.
- b) Two fertiliser vessels are berthed, one on 1 Wharf and the other on 2 North. A log vessel requires 1 Wharf, the log vessel pays to move the fertiliser vessel.
- c) A log vessel is on 1 Wharf which has completed loading (but not completed lashing) and another log vessel wants the berth, the incoming vessel requiring the berth will be charged to move the vessel occupying the berth.
- d) A reefer charter vessel wants to load palletized cargo, containers (using the Port crane) and bunker – the only berth that can accommodate this complete request is 2 South. If a vessel with a priority requires 2 South, the reefer charter vessel would be required to move at their cost as all of these operations can occur at other berths.
- e) A reefer charter vessel wants to load pallets of apples/meat and containers (using the Port crane). If 5 Wharf, 2 Wharf and 1 Wharf are unavailable on arrival, the reefer charter would be required to load at 3 or 4 Wharf then pay to move to a hard-standing wharf in order to use the Port crane.
- f) A geared container vessel berthed on 5 Wharf and a non-geared container vessel requires the berth, as the geared vessel has a lower

priority it must be moved to accommodate the non-geared vessel. The cost of the movement would be to the non-geared vessel.

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### **Crane Hire Priority**

1. First priority is for container vessels on scheduled liner services routinely using 2 cranes normally at No 5 berth. These services include but are not restricted to: New Japan Conference (NYK, MOL, Hamburg Sud, COSCO), Maersk/Hamburg Sud, NZX Service (MOL, NYK, OOCL, PIL), MSC, CMA CGM and Swire.
2. Second priority is to geared container vessels not routinely using 2 cranes on scheduled liner services and/or where a proportion of the cargo exchange is not containerised. Example: PFL.
3. The third priority is to general cargo and bulk vessels (with or without ship's gear). Example: Seatrade who can carry containers on deck.
4. If a lower priority vessel is first at the berth and a later higher priority vessel requires the crane, the lower priority vessel is to be informed at time of crane ordering that the crane(s) will be required for the higher priority vessel. At no time is a crane to be removed from a lower priority vessel without prior notification and/or agreement. The Port of Napier Ltd is not obligated to complete working cargo if the crane(s) are required later for a higher priority vessel.
5. Cranes are not to work on fertiliser or log vessels.

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### **Hoppers Hire Priority**

Any vessel discharging fertilizer requiring less than four hoppers may be piloted on arrival as long as:

- It is 18 hours or more ahead of the next fertilizer vessel.
- An appropriate working berth is available to immediately commence cargo operations.

- Stevedoring labour is available to immediately commence work and on a 24/7 basis.

Vessels arriving within 18 hours of a preceding vessel and able to work four hoppers on arrival will therefore be accorded priority (assuming the above berth and labour availability criteria are also met).

For environmental reasons and best use of infrastructure, discharging of fertilizer may only occur with the use of hoppers.

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### **Penalty Charges**

1. If a vessel does not arrive as per the scheduled ETA and after waiting 30 minutes, a penalty charge will be incurred and invoiced to the Agent /Principal to cover the call out of the Marine personnel. The rate will be \$1,500.00 per cancelled call.
2. If a vessel does not depart as per the scheduled ETD and after waiting 30 minutes, a penalty charge will be incurred and invoiced to the Agent /Principal to cover the call out of the Marine personnel. The rate will be \$1,500.00 per cancelled call.
3. If a shift of ship order has been made and the vessel is unable to undertake that shift at the allocated time and after waiting 30 minutes, a penalty charge will be incurred and invoiced to the Agent /Principal to cover the call out of the Marine personnel. The rate will be \$1,500.00 per cancelled call.
4. All stevedoring delays incurred due to a vessels delayed arrival or shift will be on-charged to the Agent/Principal.
5. Where an Agent/Principal incurs a cancelled call charge, the Port of Napier reserves the right to not accept future orders from that Agent/Principal if that account remains outstanding.

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