Appendix to Port Call Process

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1 Abbreviations, Introduction

1.1 Abbreviations

ETA	Estimated Time of Arrival
RTA	Requested Time of Arrival
PTA	Planned Time of Arrival
ATA	Actual Time of Arrival
ETD	Estimated Time of Departure
RTD	Requested Time of Departure
PTD	Planned Time of Departure
ATD	Actual Time of Departure
ETS	Estimated Time of Start
RTS	Requested Time of Start
PTS	Planned Time of Start
ATS	Actual Tie of Start
ETC	Estimated Time of Completion
RTC	Requested Time of Completion
PTC	Planned Time of Completion
ATC	Actual Time of Completion
ISPS	International Ship and Port facility Security Code
MLC	Marine Labour Convention

1.2 Introduction

Good nautical port information is the foundation of safe, efficient and sustainable port use. Good information means that all information is consistent, accurate, up to date, complete and most importantly, is based on a standard.

The lack of uniformity and availability of sound nautical port information stems from the fact that:

1) Ports use national or local standards and different identifiers for berths. Shipping operates in a network of up to 1200 ports and even more hinterland

connections, making it very difficult to cope with all those different standards and identifiers.

2) Data is not from data owner. Data owner is often not aware of ownership of data, or does not want to be owner of the data as this means responsibility. Data is therefore often collected through other sources, like agents, surveyors, AIS data, sensor data or big data. If data is not from the data owner, data becomes corrupt sooner or later. On top of this, data is not binding.
3) Even today less efficient communication means are used to relay information. Often one to one telephone calls or printed documents.
4) There is no data quality assurance. Only looking at the data, there is no difference between ports with a good or bad reputation. And despite the fact that even basic services ashore have an ISO certificate, the port industry has none to date.

Result is that it's not possible to cross check or share data, there are no alerts if data has changed, there is no data quality indication, and data is not binding.
Therefore many different parties dealing with the same ship are working with different data, leading to less efficient planning of arrival times, departure times, draughts etc.
At the same time, the users' expectations of the accuracy of data goes up. This requires a higher update frequency, which requires digital input.
Last but not least: as marine people may gradually disappear from the Port and Shipping industry, a standard of nautical knowledge, explicitly written down, is important, not least to the Harbour Master office itself.

Therefore the need for a common understanding of what is the minimum information needed for a seamless business process of a port call which applies to every type of trade and port is very important. This process is based on contracts and IMO resolutions. The content of this handbook is based on international jurisprudence of recent law cases, IMO resolutions and day to day operations.

2 Contract, Cargo, On subjects

2.1 Bulk

About 80% of shipping is related to bulk cargoes.
Normally this trade is dominated by trading: a cargo seller and a cargo buyer.
The sales or purchase contract between cargo buyer and seller specifies:

- Price
- Quantity
- Quality
- Load/discharge window
- Load/discharge port
- Terms of delivery
- Incoterms (International Commercial Terms, e.g. Free On Board (FOB) or Cost Insurance and Freight (CIF))

The deal is closed on subjects – meaning that a vessel needs to be found and chartered before the sales or purchase contract can be signed.
Based on the Incoterms the buyer or seller of the cargo needs to charter a vessel (in case a vessel is needed). The search for available and suitable vessels might be accommodated by a broker.

2.2 Containers

About 20% of shipping is related to containers.
Trading is not part of container shipping, and therefore the cargo contract on subjects is not applicable.

3 Contract, Vessel

If the shipper of the cargo has no owned vessel, a vessel needs to be chartered. The Charterer needs to sign a contract with the vessel Owner or Operator, the so-called Charter Party.

There are many different types of Charter Parties, the most common ones are:

- Voyage Charter: The charter is for one voyage for a fixed price (lumpsum) calculated basis tons and miles. Like hiring a taxi for one trip. Often used for bulk. Under a voyage charter the load and discharge ports are known and charterers and owners agree on cargo size and load and discharge dates. Delays on the voyage and navigational risks are owners' responsibility, whereas loading and discharging operations are arranged by the charterer.
- Time Charter, like hiring a rental car with a driver from the rental company, often used for containers and bulk for regular supply (like refineries) The charter is for a period of time where the charterer has full commercial operational control over the vessel. Charter price is a fixed amount per day.
- Bareboat Charter, like hiring a rental car without a driver from the rental company, often used for long term use. Ship comes without crew and technical support.

Every Charter Party can be different, but the most important clauses are:

- Always Afloat
- Safe Port
- Safe Berth
- Delivery of ship
- Redelivery of ship
- Time allowed for loading / discharging (only in Voyage Charter Parties)
- Communication procedure
- Conditions related to financing of the ship or cargo
- Speed warranties

3.1 Always Afloat, Safe Port, Safe Berth

Meaning that a charterer may send a vessel only to a safe port and to a berth that is safe and where it can always lie afloat. In other words, the Charterer has to warrant to the Owner the safety of the place to which he or she intends to send the ship.
The Charterer nominates the vessel to a Terminal; this nomination specifies that the nominated terminal is safe.
Therefore, generally, the risk of a port or berth being unsafe is very often primarily on the Charterer. The greater the degree of liberty which the Charterer enjoys to choose the port, the greater the necessity to imply a warranty of safety. Where, on the other hand, the information given about the intended Port is more specific, it is more natural to conclude that the Owner has satisfied itself as to its safety, or is prepared to take the risk of its unsafety.
The Charterers' obligation can be absolute, or limited only to exercise a due diligence (mainly in oil majors' own charter party forms)
Based on a series of court judgements all over the world a widely accepted legal definition of a(n) (un)safe port is the following:

> *"A port will not be safe unless, in the relevant period of time, the particular ship can reach it, use it and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship."*

The key element in this definition (and case law) is that the set-up of a port, its structure, should be okay. As to what could be regarded as an abnormal occurrence, something similar applies. Just as an example: a severe NW gale might not be an abnormal occurrence, even if such a gale would occur, on average, less than in say each two years, because such a gale is a part of the local weather system. However, a hurricane might not and may be regarded as abnormal

The foregoing means that a charterer at the moment that he or she selects a vessel for the intended voyage(s) (i.e. prior to the conclusion of a charter party) should obtain information on the following:

- Depths and dimensions
- Specific conditions that may be relevant for the intended call
- Availability of nautical services
- Availability of information when the vessel is entering port

It has to be underlined that the above four requirements are, also according to case law, part of the general ‘safe port’ requirement.
As a consequence, because of the safe port/berth warranty that a charterer has to give to the ship owner under a charter party, a *charterer must select a load port / terminal and discharge port / terminal for the intended voyage(s) which are able to comply with these requirements.*

The Charterer is responsible for this information.
For a port to be a safe port in the context of a charter party, it should be reasonable for a Charterer to find the information that he needs in order to conclude if a port is safe. It is not sufficient for the information to just be somewhere. This is pull information.

3.2 Delivery, Redelivery of ship

Agreement on when the ship needs to be delivered by the Owner to the Charterer: Laycan (laydays cancelling): ship must arrive at agreed location in the Charter Party between lay and cancelling date and render a Notice of Readiness to the Charterer; meaning the vessel is ready in all respects for cargo operations. This is the so called “approach voyage”. If the ship does not arrive within this period, the Charterer has the right to cancel the Charter Party and look for another ship.
If a virtual arrival scheme has been implemented, the owners can tender a valid NOR before the ship is an arrived ship. It allows a Master to adjust speed to arrive at the port of destination.
After completing the last discharge (last hose or arm), the ship will be redelivered by the Charterer to the Owner.

3.3 Time allowed for loading / discharging (voyage charter parties)

Laytime specifies the number of hours allowed to load/discharge cargo after Notice Of Readiness. More hours result in demurrage costs to be paid by Charterer to Owner; less hours result in dispatch costs to be paid by Owner to Charterer

3.4 Communication procedure

Instruction to the Master to provide updates regarding Estimated Time Of Arrival, xx hours before arrival. Normally “narrowing down” (frequency of updates rises) when the vessel gets closer to the Port of destination.

3.5 Conditions relating to the financing of cargo or vessel

Clearances might be needed from the banker of the vessel if e.g. the locations of the berths are not within the conditions (e.g. within pirate areas).

Clearance might also be needed from the banker of the cargo if e.g. the type of vessels is not within the conditions.

3.6 Speed warranties

Agreements on minimum or maximum speeds, possibly specified for ballast or laden conditions

4 Safe Port information

4.1 General

This information covers the route from Pilot Boarding Place to Berth.
The Port Authority is not a party to the Charter Party. However, if in a dispute between the Charterer and the Owner a court rules that the Port was not safe as certain information was not available, it does impact the reputation of the Port and affects all other Charterers making use of the Port.
Not every port is aware of this, so Safe Port information is a grey area, the availability is often depending on the local port authorities or pilots.

When it comes to Port safety, Masters have an overriding authority over orders from commercial operators (Charters) and also over his owners – the ISM code.
However the Master is always under the orders of the local Coastal State Authorities within the limits of their jurisdiction (territorial waters, port limits). Therefore the orders issued by the sovereign state's maritime authorities, on public safety polices grounds, cannot be overridden by the Master, and such orders must be obeyed.

Safe Port information should include:

- Maximum sizes of the vessel
- Maximum conditions for the vessel
- Availability of nautical services
- Information when the vessel is entering port

4.2 Maximum sizes of the vessel

- Maximum length
- Maximum beam
- Maximum draught with or without over the tide operations
- Maximum air draught

In particular maximum draught information is difficult to get or agree on. It depends largely on the minimum depth information, which is difficult to get as depth information might be maintained by different parties: e.g. the port entrance by the National Authority, and the port basins by the Port Authority.
In the end if the maximum dimensions and conditions from Pilot Boarding Place to Berth causes conflicts with those at the Berth, it will cause contractual consequences for the Terminal if they've accepted the vessel.

Maximum draught information needs to come with information about the available depth, height of tide, water density, under keel clearance and bottom type, as it will allow the Master to judge whether this maximum draught is in line with the instructions of the Owner or Charter Party (e.g. minimum under keel clearance). A breach of the under keel clearance policy might even result in a bottom survey, or in worst case scenario in a docking for bottom inspection.

4.3 Maximum conditions for the vessel

Port safety is not absolute. One-and-the-same port may be safe for one vessel, and in the same time to be unsafe for another vessel, or ports may be temporary unsafe.
Therefore the maximum conditions are provided for a specific ship or group of ships, defined by their specific type, size, direction of travel and other factors specific to a vessel's planned manoeuvring:

- Horizontal / vertical tide restriction
- Wind restriction
- Visibility restriction
- Ice restriction
- Sea State restriction, i.e. swell
- Extra measures necessary for the safe handling of the vessel under the conditions specified

4.4 Availability of nautical services

- Pilots
- Tugs
- Linemen
- Special mooring equipment

4.5 Information when the vessel is entering port

Information to a vessel at the moment of the vessel entering the port:

- Early warning system
- Contingency plans (after running into an unsafe situation)

Part of the safe port requirement (under the charter party) is that *call specific information, i.e. relating to the nautical and other safety aspects of the port and the berth* at the moment of the ship entering the port is conveyed to the master of the ship. E.g. maximum tidal conditions or available services or equipment. This information should be obtained from the port authority.

Furthermore, because hardly any port is always safe under any circumstance for any vessel, the safe port requirement (under the charter party) includes that a *notification system* should be in place to advise the ship's master timely whether / when the port or berth may become unsafe at a particular moment and to advise to take the proper measures to avoid or mitigate an unsafe situation.

Finally, for situations that during the ship's entering, stay or leaving it would run into an unsafe situation, according to the safe port requirement (under the charter party) the port should have *contingency plans* and should be able to give the master a proper advise how to best cope with the situation at hand.

5 Safe Berth information

5.1 General

Only related to dangers specific to the nominated berth and not to those dangers which affect the entire port or every berth within it, and thus do not cover the safety of the approach.

The information owner of the berth information might be the Terminal or the Port Authority, depending who has constructed or operates the berth. The depth might be maintained by the Terminal via a contracted private party, or by the Port Authority. Especially in Ports with a land lease construction the latter is the case.
The berth operator has a different view on the maximum sizes alongside than the Port Authority: the berth operator is concerned if the vessel won't damage the berth construction. The Port Authority too, but on top of this the approach to other berths further land inwards should not be hampered by the vessel alongside – unless the berth operators of the other berths have been consulted whether ships are expected.

Maximum sizes of loading equipment is not part of the safe berth information – as this is related to the commercial operation of the ship by the Charterer, not to the safe operation by the Owner.

Safe berth information should include:

- Maximum sizes of the vessel
- Maximum conditions for the vessel
- Availability of nautical services
- Information when the vessel is berthing

5.2 Maximum sizes of the vessel

Maximum sizes of the vessel:

- Maximum length
- Minimum Parallel Mid Body Alongside

- Maximum beam
- Maximum draught with or without over the tide operations
- Maximum air draught
- Maximum arrival displacement
- Maximum displacement alongside

5.3 Maximum conditions for the vessel:

Restrictions to a vessel defined by their specific type, size, and other factors specific to a vessel while alongside:

- Horizontal tide restriction
- Vertical tide restriction
- Wind restriction
- Visibility restriction
- Ice restriction
- Sea State restriction, i.e. swell
- Extra measures necessary for the safe handling of the vessel under the conditions specified

5.4 Availability of nautical services

- Pilots
- Tugs
- Linemen
- Special mooring equipment

5.5 Information when the vessel is berthing

Information to a vessel at the moment of the vessel coming alongside a berth

- Early warning system
- Contingency plans (after running into an unsafe situation)

6 Contract, Cargo, Final

6.1 Bulk

After signing the Charter Party, the final sales or purchase contract can be signed.
Followed by:

- Assignment of cargo inspection company: responsible for tank and cargo inspections
- Assignment of ship and cargo agent. The main function of the agent is representing the shipping company in a port. The agent acts as a middleman and as substitute of the Captain and his shipping company, responsible for notifications and declarations to port authorities, customs, immigration, efficient rotation of the vessel, and paying port dues to port authorities. The agent might be the owner's or the charterer's agent

From here the Cargo operator communicates load and discharge windows to terminals, buyer and cargo inspectors.
The vessel operator communicates voyage orders to Captain, ship agents and cargo inspectors

6.2 Containers

Normally this trade is dominated by a consignor, the owner of the goods who offers the goods to be transported to a carrier.
The contract of carriage between the carrier of goods or passengers and the consignor, consignee or passenger specifies:

- Rights, duties and liabilities of parties to the contract
- Addressing topics such as acts of God and including clauses such as force majeur

Parties who might act as intermediaries between the consignor and the carrier are freight forwarders. When a product has be to be moved from the factory to the quay in a port, the whole transportation has to be arranged. Usually the consignor will hire

a freight forwarder, who will take on this responsibility of transporting the goods. The freight forwarder will procure the actual transportation to one or more “performing carriers”, the ones who truly transport the goods.
In such case there is a forwarding contract between consignor and freight forwarder, and a contract of carriage between freight forwarder and carrier.

6.3 Cargo contract related documents

- Bill of Lading (B/L) Document issued by carrier to shipper/consignor and consignee (receiver of goods). Functions of B/L: receipt of the goods, evidence of the contract of carriage, document of title to the goods
- Time sheets: describes exact times of beginning and finishing of operations, and describes laytime computation.

7 Contract, Terminal

7.1 Bulk

In case there is no fixed contract with the discharge terminal, a Tank Storage Contract or Terminal Service Agreement needs to signed between the cargo buyer and the terminal.
The Terminal service contract specifies:

- quantity of goods to be stored
- number of calls or hours alongside
- communication procedure to provide a berthing window xx hours before arrival

The Charterer nominates a vessel to a Terminal. If the Terminal accepts the nomination, it accepts the vessel comes alongside her Berth.
Before accepting the nomination, the Terminal does a vessel-berth compatibility check, not only if the vessel can lie alongside safely (Safe Berth), but also if the berth can be used commercially (e.g. manifold diameters, or if there is sufficient storage capacity). This is push information.
The Terminal is normally not checking if the ship can sail safely from Pilot Boarding Place to Berth – this is assumed to be checked by the Port Authority.

7.2 Containers

Unlike in the commodity trade, in the customer products the carrier has a contract with the Terminal.
Specifying:

- Windows perservice, ETA and ETD
- Expected Berth Moves Per Hour (BMPH)
- Tariff per container
- Number of hours before ETA containers can be delivered to the terminal (cargo cut)
- Number of hours after ETD containers may remain at terminal
- When stowage list must be available to the terminal

8 Port dues, Land Lease Contract

8.1 Port dues

Port dues are paid on behalf of the vessel by the Ship’s Agent to the Port Authorities.

8.2 Land Lease Contract

Land lease contract is a contract between Terminal and Port Authorities. Not all ports have a land lease construction – ports may also be completely private or public ports.

9 Passage Planning

9.1 IMO Solas Chapter V

According Chapter V, Regulation 34: prior to proceeding to sea, the master shall ensure that the intended voyage has been planned using the appropriate nautical charts and nautical publications for the area concerned, taking into account the guidelines and recommendations developed by the Organization: referring to A.893(21).

9.2 Resolution A.893(21)

According to IMO Resolution A.893(21) “Guidelines for Voyage Planning”, a detailed plan should cover the whole voyage, from berth to berth.

9.3 Importance

The significance of this activity is highlighted by the fact that most accidents happen between the pilot boarding place and the berth. However, passage planning is made more difficult when the available information differs from source to source and the Master is faced with the task of selecting what is correct. Such decisions are being made prior to arrival in port, at a time when masters may have to make almost immediate executive and operational decisions.

9.4 Information to be used

Masters must use authorized information nautical charts and publications.
Masters must also use local information in conjunction with authorized publications of hydrographic offices. If the local information is using different standards than the authorized publications, it is almost impossible for the Master to do so, e.g. if the depths of the port are displayed against a different chart datum than the nautical charts.

10 Nautical charts and publications

10.1 Publishers

Nautical charts and publications are published by the National Hydrographic Office of the port concerned. The National Hydrographic Office is often a part of the National Authorities, often a navy department.

The National Hydrographic Office might have a contract with the United Kingdom Hydrographic Office (UKHO) for using the information in their charts and publications, as the National Hydrographic Office might not have the resources to print them.

10.2 IMO

According to IMO, Solas Chapter V, Regulation 9: Contracting Governments undertake to arrange for the collection and compilation of hydrographic data and the publication, dissemination and keeping up to date of all nautical information necessary for safe navigation.

11 Estimated Time of Arrival Berth

11.1 General

The ETA is normally sent to the Agent, who is contracted by the Charterer or Owner, and is responsible for informing all parties ashore on behalf of the Vessel.
Normally the update frequency rises (“narrowing down”) when the ship gets close to it’s destination.

11.2 Tramp shipping

Normally in tramp shipping ships do not sail on a regular schedule. In line with the communication procedure in the Charter Party the Master sends an Estimated Time of Arrival (ETA) to the Terminal. If there are more parcels on board, the Master will send an ETA to each Terminal (e.g. in a Parcel Tanker)

11.3 Line shipping

Normally line shipping has a proforma schedule. However, the proforma schedule is in practise an indication of the rotation of the ship. The exact dates and times are often not realised.
Also in line shipping a ship may also call at multiple Terminals (e.g. Feeders). In that case, the Master will send an ETA to each Terminal.

12 Berth Planning – Requested Time of Arrival (RTA) berth

12.1 General

Not all terminals have digital planning systems. Many terminals still work with Excel sheets, paper cards or just by telephone. To share this information digitally is a challenge. Recent developments such as cyberattacks will only reduce the eagerness of terminals to connect to other systems.

The RTA berth is a request of the Terminal to the Ship to come alongside at a particular berth at a particular time and is based on the planning of multiple ships at the berths of the Terminal.

12.2 Tramp shipping

The terminal is not a party to the Charter Party. However, the Charterer is linked to the Terminal through the Terminal Service Contract, so demurrage could be on the account of the terminal. Therefore the terminal operator might select a ship first which causes less demurrage costs versus another ship – being the reason why terminal planning can be sensitive information. In Tramp shipping the RTA berth is often called a “Nomination”.

12.3 Line shipping

If the Terminal is only serving one customer only, the planning is normally not sensitive. However, if the terminal is serving more customers, or even a customer who owns the Terminal, that customer might be given preference over another customer – making the information sensitive.

13 Planned Time of Arrival (PTA) Berth

13.1 General

If the Ship accepts the RTA Berth of the Terminal, it becomes the PTA berth of the Ship.

13.2 Tramp shipping

The Ship might receive multiple RTA's of several Terminals. The Ship accepts the RTA Berth of one Terminal. That choice can depend on commercial considerations, e.g. which parcel is needed most at which terminal.

13.3 Line shipping

The Ship might receive multiple RTA's of several Terminals. The Ship selects the right rotation which results in the shortest port stay.

14 Estimated Time of Arrival (ETA) Pilot Boarding Place

14.1 General

In line with local port regulations, the Ship must advise the ETA at the Pilot Boarding Place. Based on the PTA Berth the ETA Pilot Boarding Place is advised.

The Ship must also order nautical services, like Pilots, Tugs and Linemen. These services might need a minimum notice. Changing the time after this minimum notice might result in financial consequences.

14.2 Tramp shipping

The ETA Pilot Boarding Place might be sensitive in tramp shipping, as it might impact the Notice of Readiness.

14.3 Line shipping

The ETA Pilot Boarding Place is not sensitive in line shipping.

15 Port Planning – Requested Time of Arrival (RTA) Pilot Boarding Place

15.1 General

Based on the ETA at the Pilot Boarding Place (based on the terminal planning), the Port Authority provides a RTA Pilot Boarding Place, taking into account:

- Maximum sizes of the ship
- Maximum conditions for the ship
- Cross check on berth availability
- Capacity of the fairway
- Capacity of the nautical services

The RTA Pilot Boarding Place is a request of the Port to the Ship to arrive and is based on the planning of multiple ships at the Pilot Boarding Place.

16 Planned Time of Arrival (PTA) Pilot Boarding Place

16.1 General

If the Ship accepts the RTA Pilot Boarding Place of the Port Authority, it becomes the PTA Pilot Boarding Place of the Ship.

17 Nautical service planning

17.1 General

Nautical services need some notice to render a service in time – normally with a minimum of 2 or 3 hours, but sometimes as much as 6 hours. All depending on the location where the service needs to rendered versus the stations of pilots, tugs or linemen.

18 Clearances

18.1 General

Clearances are given by local (port) authorities to the vessel. Typical clearances come from Customs, Immigration, Port Health, Port Authorities.
Clearance are needed prior to the start of operations – therefore the timing of such clearances versus the arrival or departure time of the vessel are very important.

19 Actual Time of Arrival Pilot Boarding Place

19.1 General

Actual times are normally reported by the Captain in the ship's logbook. However, such times could also be derived by AIS data.

19.2 Tramp shipping

In order for owners to start the lay time clock the vessel must have arrived at the agreed destination, be ready in all respects and the owners must tender a valid Notice of Readiness to the Charterers. Whether a vessel can be considered an arrived ship or not depends on the terms of the Charter Party. If the charter party specifies a certain berth then the vessel must have reached that berth in order for the lay time to start.

If the charter party just names a port then the vessel is arrived if it is within the port, at the immediate and effective disposition of the charterers.

19.3 Line shipping

The ATA Pilot Boarding Place is normally not sensitive in line shipping

20 Actual Time of Arrival Berth

20.1 General

The Actual Time of Arrival Berth is often discussed: is it first line, last line, etc. In line with the International Regulations for Preventing Collisions at Sea (1972), Rule 3(i): The word “underway” means that a vessel is not at anchor, or made fast to the shore, or aground.
In line with this definition the Actual Time of Arrival is First Line secured.

21 Vessel and Cargo service planning

21.1 General

Alongside planning is for 99% depending on the completion time of all critical services. Critical services are services which need to be completed before departure. Non critical services might be rendered in the next port.
Depending on whether the vessel will call at one or multiple berths, or whether Terminals allow cargo and bunker operations at the same time, the timing and locations of services is very important.

21.2 Cargo services – Bulk

Cargo services are ordered by the Charterer.
In the bulk industry, in the Charter Party there is an agreement on Lay time: number of days, hour or tons per day allowed by ship owner to charter to load and / or discharge after NOR (as per Charter Party)
Demurrage is paid by Charterer to Ship operator if operations take more time (loose time) . Dispatch is paid by Ship Operator to Charterer if operations take less time (catch up time)
Terminals do not always have a vested interest to allow the ship to depart as quick as possible. If the Terminal is completing cargo operations within the lay time of the ship, and there is no ship waiting at the anchorage, the terminal won't have an financial incentive to complete cargo services more quickly.

An important service for bulk is also the cargo survey. The Cargo surveyor determines the quantity and quality of the cargo loaded or discharged as per contract.

21.3 Cargo services- Containers

The completion time might vary depending on the number of cranes allocated to the ship. This can change quickly, as changing the number of cranes has a large impact on the completion time.
Depending on the clauses in the terminal service contract, the terminal pays a fine to the carrier of operations have not been completed in time.

21.4 Vessel services

Many different services might need to be rendered to the ship: bunkers, wate collection, consumables, medicines, repairs, maintenance etc. Services might be ordered through the Owner or the Charterer, depending on the type of Charter Party. E.g. bunkers are ordered by the Owner for ships under Voyage Charter Party, and by the Charterer for ships under Time Charter Party. Spare parts for main engines are normally ordered by the Owner. Consumables might be ordered by the Superintendent or by the Master. Depending on if the Agent represents the Owner, Charterer and if services are ordered directly or via the Agent, he/she might or might not be informed about these services.

21.5 Planning start services

For planning starting time of vessel services, the same methodology applies as for planning the Ship.
The service renders an Estimated Time of Start (ETS) of the specified service. Based on the ETS, the Ship will send an Requested Time Start (RTS), based on planning of crew rest hours, sequence of bunkering low and high sulphur bunkers, or position of cranes.
If the service provider accepts the RTS of the Ship, it becomes the Planned Time to Start (PTS) the Service.

21.6 Planning completion services

For planning completion time of vessel services, the same methodology applies as for planning starting times.

The service renders an Estimated Time of Completion (ETC) of the specified service. Based on the ETC Start, the Ship might send an Requested Time Completion (RTC) based on planning of cargo services, or based on a tidal window that the ship needs to meet. If the service provider accepts the RTC of the Ship, it becomes the Planned Time to Complete (PTC) the Service.

22 ISPS

22.1 General

A ship must comply with ISPS. All services that come to the ship must be identified for security reasons.

If services arrive over land, most of the time also the Terminal is involved, as they need to pass the gate of the Terminal.

If services arrive over water, ISPS does not cover this security.

23 Marine Labour Convention (MLC)

23.1 General

The Ship has to live up to the Marine Labour Convention, taking care of salaries, food, outfitting of cabins, but most important to the port call process: the rest hours of the crew.

Therefore it is important for the ship to understand which services are coming when, avoiding unnecessary waiting hours of the crew. In turn, it benefits the service provider if the crew is standing by on his/her arrival.

24 Estimated Time of Departure (ETD) Berth

24.1 General

In line with local port regulations, the Ship must advise the Estimated Time of Departure at the Berth.

The Ship must also order nautical services, like Pilots, Tugs and Linemen. These services might need a minimum notice. Changing the time after this minimum notice might result in financial consequences.

24.2 Tramp shipping

The ETD is normally not sensitive.

24.3 Line shipping

The ETD is normally not sensitive.

25 Requested Time of Departure (RTD) Berth

25.1 General

Based on the ETD Berth the Port Authority provides a RTD Berth taking into account:

- Maximum sizes of the ship
- Maximum conditions for the ship
- Capacity of the fairway – planning of other ships on the fairway
- Capacity of the nautical services

The RTD Berth is a request of the Port to the Ship to depart the Berth.

26 Planned Time of Departure (PTD) Berth

26.1 General

If the Ship accepts the PTD Berth of the Port Authority, it becomes the PTD Berth of the Ship.

27 Actual Time of Departure Berth

27.1 General

The Actual Time of Departure Berth is often discussed: is it commence unmooring, last line, etc. In line with the International Regulations for Preventing Collisions at Sea (1972), Rule 3(i): The word “underway” means that a vessel is not at anchor, or made fast to the shore, or aground.
In line with this definition the Actual Time of Departure is Last Line released.

28 Passage Planning to Port B

28.1 General

Same as in Chapter xx, Passage Planning is again compulsory for all ships.

28.2 Tramp shipping

Under common law, and in most other jurisdictions, and under most charter parties, the Master has an obligation to proceed on the voyage with due despatch, i.e. without reasonable delay and without deviating. Clear wording in charter parties, bills of lading and other contracts of carriage is needed to protect owners from claims for breach of the due despatch obligation. As there may be mandatory national laws that cannot be overridden, an indemnity provision in favour of the owners is also required.

After arriving at the discharge port, rendering NOR and discharging cargo, the ship will be redelivered to the Owner, so the ship can proceed to the next charterer, to arrive again between lay and cancel date.

28.3 Line shipping

Normally line shipping operate according a “rotation schedule” - so the arrival time at the next port is already planned.