



Atlantic Pilotage
Authority



Administration de Pilotage
de l'Atlantique

Customer Guide to Other Charges

Newfoundland and Labrador Non-Compulsory Areas

Effective April 1, 2021



The Atlantic Pilotage Authority
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A. Forward

1. Background

The Authority is a Government of Canada non-agent Crown Corporation established in 1972 pursuant to the Pilotage Act. The objective of the Authority is to establish, operate, maintain and administer in the interests of safety of navigation, an efficient pilotage service within the region set out in respect of the Authority. The Authority is tasked with achieving this objective whilst keeping with the following principles:

- a. that pilotage services be provided in a manner that promotes and contributes to the safety of navigation, including the safety of the public and marine personnel, and that protects human health, property and the environment;
- b. that pilotage services be provided in an efficient and cost-effective manner;
- c. that risk management tools be used effectively and that evolving technologies be taken into consideration; and
- d. that an Authority's pilotage charges be set at levels that allow the Authority to be financially self-sufficient.

The system of governance at the Authority is intended to make the company a self-sustaining commercial enterprise. The Corporation is governed by a 7-member Board of Directors (the "Board"). The Governor in Council appoints the Chairperson of the Authority and the Minister of Transport appoints the other members of the Board for terms not exceeding four years.

The fundamental elements governing the mandate conferred on the Authority by the Pilotage Act include the exclusive right to provide pilotage services to ships in an area of water in which ships are subject to compulsory pilotage, the exclusive ability to set and collect charges for pilotage services provided or made available by the Authority or a contractor acting for the Authority, and the obligation by the Authority to provide these services.

The purpose of this Guide is to provide information on the calculation of other charges that are not applicable to compulsory pilotage. For these areas, there is no obligation to use the Atlantic Pilotage Authority to provide service, but the Authority may be asked to provide pilotage in these areas of Newfoundland. If pilotage services are provided by the Authority in areas of Newfoundland that are not classified as compulsory areas, the charges described in this Guide will apply. Under section 33 (2) of the Pilotage Act, the Authority may, by resolution, establish or revise these charges for services that are provided, or made available, as these services are not related to compulsory pilotage. This Guide is available on the Atlantic Pilotage Authority's website at www.atlanticpilotage.com.

This Guide is effective April 1, 2021 as per Board Resolution and the previous Tariff Regulations will be repealed.

B. Schedule of Charges

1. Introduction

These charges apply in respect of pilotage in Canadian waters in and around the Province of Newfoundland that are not in a compulsory pilotage area.

The Authority obtains its revenues in the form of charges levied on vessel operators for the provision of pilotage and other services.

The charging system based on

- The time required to complete the assignment;
- The size, or type, of vessel requiring pilotage;
- Additional services or costs incurred for the transit;
- Contracted services to provide consultation or plan a transit.

Described in the following sections are the charges applicable to a Newfoundland Non-Compulsory assignment, and ancillary charges that may apply.

2. Pilotage Cards

- (1) On boarding a ship, the pilot shall ascertain from the master or officer-in-charge of the ship, the breadth of the ship, depth of the ship, length of the ship, registered tonnage and any other information necessary to complete the pilotage card supplied by the Authority.
- (2) A completed pilotage card shall be signed by the master or officer-in-charge of the ship and by the pilot and shall be delivered by the pilot without alteration to the Authority as soon thereafter as is practicable.

3. Description of Charges

(1) Travel Charges

- (1) A pilotage charge of \$39.70 per hour or part of an hour is payable for any travel time of a pilot before and after pilotage up to a maximum of \$476.17 for each 24-hour period.
- (2) For the purposes of subsection (1) above,
 - a) the travel time of a pilot before pilotage
 - i commences when the pilot leaves the place from which the assignment to pilot a ship was received by the pilot, and
 - ii ceases
 - A. when the pilot boards the ship to which the pilot was dispatched or at the time for which the services of the pilot are required, whichever occurs later, except where the pilot boards the ship in a compulsory pilotage area, or

- B. when the ship to which the pilot was dispatched exits the pilotage area in which the pilot boarded the ship, where that area is a compulsory pilotage area; and
- b) the travel time of a pilot after pilotage
 - i commences
 - A. when the pilot disembarks from the ship to which the pilot was dispatched, except where the pilot disembarks in a compulsory pilotage area, or
 - B. when the ship to which the pilot was dispatched enters a compulsory pilotage area in which the pilot is to disembark, and
 - ii. ceases when the pilot arrives at the pilot's place of residence or is dispatched to another assignment, whichever occurs first.

(2) Pilotage Charges

- (1) A pilotage charge of \$49.61 per hour or part of an hour is payable for pilotage time for a ship.
- (2) In addition to the pilotage charge payable under subsection (1) and subject to subsection (3), a charge of \$327.14, or the product obtained by multiplying \$3.51 by the pilotage unit, whichever is greater, is payable for each of the following categories of pilotage:
 - a) coastal pilotage;
 - b) inward port pilotage;
 - c) outward port pilotage; and
 - d) movage of a ship within a port.
- (3) The pilotage charge payable under subsection (2) for a tug and a barge is calculated by adding together the pilotage units for the tug and for each barge and by multiplying that sum by \$3.51, except that, if the charge so calculated is less than \$327.14, a charge of \$327.14 is payable.
- (4) There is no additional charge for trial trips, compass adjusting trips or safety watches performed in conjunction with one or more of the categories of pilotage referred to in paragraphs (2)(a) to (d).
- (5) For the purposes of subsection (1), pilotage time for a ship
 - a) commences
 - i. when the pilot boards the ship to which the pilot was dispatched or at the time for which the services of the pilot are required, whichever occurs later, except where the pilot boards the ship in a compulsory pilotage area, or
 - ii. when the ship to which the pilot was dispatched exits the pilotage area in which the pilot boarded the ship, where that area is a compulsory pilotage area; and
 - b) ceases
 - i. when the pilot disembarks from the ship to which the pilot was dispatched, except where that pilot disembarks from the ship in a compulsory pilotage area, or
 - ii. when the ship to which the pilot was dispatched enters a compulsory pilotage area in which the pilot is to disembark.

(3) Standby Time

- (1) The charge payable for the standby time of a pilot is \$39.70 per hour or part of an hour.
- (2) Standby time commences:
 - a) where no transportation services are available to disembark the pilot from a ship to which the pilot was dispatched, at the time the pilot is ready to disembark;
 - b) where transportation services not provided by the pilot are interrupted while the pilot is en route to or from a ship to which the pilot was dispatched, at the time the interruption begins;
 - c) where there is inclement weather, at the time such weather prevents the pilot from travelling to or from a ship to which the pilot was dispatched; or
 - d) where a ship to which the pilot was dispatched is not available for boarding at the port of embarkation, at the time the ship was scheduled to be available for boarding.
- (3) Standby time ends when the pilot is able to commence or recommence travel or board the ship to which the pilot was dispatched, as the case may be.
- (4) Notwithstanding subsections 1(2) and 2(5), no charge is incurred under subsections 1(1) or 2(1) in respect of any period during standby time.

(4) Other Pilotage Charges

A. Travelling and other Expenses of Pilots

- (1) In addition to the pilotage charges set out in this Guide, the travelling and other expenses incurred by a pilot that are directly associated with an assignment to pilot a ship and that are payable as pilotage charges shall be the actual cost of those travelling and other expenses.

B. Cancellations

- (1) If a pilot has been dispatched on an assignment and is subsequently notified that the request for the services of the pilot is cancelled, a charge of \$336.77 is payable in addition to any travel or standby charges payable under this schedule and any other expenses incurred by the pilot that are directly associated with the assignment.
- (2) A postponement of a request for the services of a pilot to a time within 12 hours from the original time for which the services of the pilot were required does not constitute a cancellation for the purposes of subsection (1).

C. Dead or Hampered Ships

- (1) Subject to subsection (2), in addition to charges payable under subsections 2(1) and (2), the charges payable for the pilotage of a dead or hampered ship are
 - a) \$49.61 per hour or part of an hour during which the ship is dead or hampered; and
 - b) the product obtained by multiplying \$3.51 by the pilotage unit, or \$327.14, whichever is greater.
- (2) The pilotage charge payable under subsection (1) for a tug towing a barge is calculated by adding together the pilotage units for the tug and for each barge and by multiplying that sum by \$3.51, except that, if the charge so calculated is less than \$327.14, a charge of \$327.14 is payable.

D. Oil Rigs

- (1) The charges payable for the pilotage of an oil rig are
 - a) \$745.84, if the time taken does not exceed six hours; and
 - b) \$119.38 for each hour or part of an hour in excess of six hours.
- (2) The charges payable under subsection (1) are in addition to any other charges payable under this schedule except those charges payable under section (2) Pilotage Charges.

E. Dry Docks

- (1) In addition to any other charges payable under this schedule, a pilotage charge of \$192.60 is payable if a pilot conducts a ship into or out of a dry dock, floating dock or graving dock or on or off a cradle.

F. Charges per Pilot

- (1) Where the services of more than one pilot are used, the total charge for those services is the aggregate of the charges for the services of each pilot

G. Pilot Boats

- (2) Where a boat pilot is used to embark or disembark a pilot
 - a) in the Halifax compulsory pilotage area, a pilotage charge equal to the basic charge for the Halifax compulsory pilotage area plus \$76.25 is payable; or
 - b) in any pilotage area other than the Halifax compulsory pilotage area, a pilotage charge equal to the basic charge for that area plus \$110.91 is payable, except that, if there is no basic charge for that area, the charge payable is equal to the actual cost of hiring the pilot boat.

H. Consultation

- (1) Where a customer decides that it would benefit them to have consultation services provided by the Authority - to plan for an operation or provide support in any way - they may reach a signed agreement with the Authority to provide this service at a negotiated price that is not to exceed \$2,000 per day for each resource provided. These services will be exclusive of any services previously captured in this Guide.

C. Billing Information

1. Pilotage Charges

The Authority issues invoices when each movement is complete, and all supporting documentation has been received.

2. Invoice

For Pilotage Charges, invoices are issued individually for each movement with a detailed source report that pertains to that assignment. The invoices are normally sent out by email or by regular mail.

3. Statement of Account

Statements are sent out periodically. A statement shows all transactions to the customer's account (e.g., bills sent, payments made, credit/debit notes issued, finance and administration charges applied).

D. Terms and Conditions

1. Payment

Amounts are billed in Canadian dollars. Payments should also be made in Canadian dollars. If payments are made in another currency, amounts will be converted at the exchange rate for buying Canadian dollars on the day the remittance is deposited by the Authority.

Remittances may be made by cheque, money order, wire transfer, online bank transfer (from Canadian Bank Accounts only) or by Credit Card (VISA, MasterCard or American Express – administrative charges to cover credit card transaction costs may apply).

Cheques and money orders must be sent by mail. The Authority is unable to accept Credit Card information via email or voicemail. Please contact Accounts Receivable at 1-902-426-8652 between 7:30am and 3:30pm AST.

Payment is credited to the customer account on the date of receipt by the Authority.

All charges are due within 30 days of the date of the invoice ("the due date"). Balances paid after the 30 days will normally be charged interest, as provided for in subsection D.3.

To ensure payments are applied correctly, customers are requested to provide clear remittance advice by listing the Invoice number and/or Customer number.

2. Credit Card Privacy Policy

The Authority will safeguard the confidentiality and security of the information we obtain from you. This describes our privacy policy as it relates to the collection, protection and disclosure of such information resulting from credit card transactions only.

Collection of Information: The Authority will collect and use information obtained from credit card transactions only for business purposes. These business purposes include the payment for pilotage and other charges.

Protecting Your Credit Card Information: The credit card information provided by you to the Authority will be stored in a confidential manner. Our employees may access such information only when there is an appropriate business reason to do so, such as to process a pre-authorized payment or when a refund must be issued back to the credit card. We maintain physical, electronic and procedural safeguards to protect your information, and our employees are required to follow these privacy standards.

Disclosure of Your Information: The Authority does not disclose any non-public information (such as credit card number and their expiration dates) about our customers or former customers to anyone, except as required by law. We do not disclose information about you to other entities who may want to sell their products to you.

3. Interest Charges and Administrative Charges

When payment in full is not received by the 30th day following the due date, The Authority shall charge interest on the amount outstanding and such interest shall be calculated commencing on the first day after the due date and continuing until all outstanding amounts are paid in full.

Interest charged is simple interest calculated monthly.

Interest shall be calculated at an annual rate of 18 per cent (or 1.5 % monthly).

NSF cheques or stop payments will be debited to the customer account along with a \$25 administrative charge and any applicable interest charges.

Administrative Charges (if applicable) for credit card payments will be added to the charge against the customer's credit card. For all transactions where a customer opts to pay for pilotage services via credit card, a 2.5% surcharge will be added to offset banking fees.

Interest and administrative charges are required to be paid immediately upon receipt of invoice or statement for same.

4. Person Liable for the Charges

Pursuant to Section 42 of the *Pilotage Act*, the owner, master and agent of a ship are jointly and severally liable to pay any pilotage charges. Where a vessel agent has significant and/or long overdue charges, the Authority may contact the master and/or owner of the vessel and advise of the overdue account status and of their joint and several liability and seek payment from them accordingly.

5. Credit Security

A customer shall be required to pay for the provision or availability of pilotage or other services in advance or provide satisfactory credit security for such payment on the basis of an estimate of charges to be incurred, in any of the following circumstances:

- A customer fails to make a payment or any part of a payment in accordance with the Authority's payment terms and conditions on three occasions or more;
- If a customer is under creditor protection (e.g., Companies' Creditors Arrangement Act (CCA) in Canada or Chapter 11 in the United States) or any other form of financial restructuring in accordance with applicable insolvency legislation or the customer has publicly announced that it may file for creditor protection or bankruptcy; or
- The customer has not provided the Authority, upon request, with financial information such as credit ratings, credit reports, analyst reports, current audited or unaudited financial statements, etc. which the Authority deems sufficient to enable it to assess and conclude that the creditworthiness of the customer is satisfactory.
- A customer has not been invoiced previously by the Authority for services.

6. Change of Address

The Authority should be advised in writing, no later than 5 days prior to month's end, of a change of address.

7. Withholding of Service

Where an agent or vessel operator has significant and/or overdue charges owed to the Authority or where the Authority, acting reasonably and in good faith, is of the opinion that pilotage charges will not be paid when due, or where an agent or operator fails to comply with any of the provisions of subsection D.5 the Authority shall have the right to terminate or reduce (withhold) its services, except in an emergency situation, until such time as applicable charges have been paid or until such time as credit security arrangements have been made by the operator in a form and substance satisfactory to the Authority.

8. Limitation of Liability

The following Limitation of Liability Clause is included in the Terms and Conditions to clarify that the company does not assume responsibility for any business, economic or indirect loss or damage incurred by its customers or any third party:

In no event shall the Authority, or any of its officers, directors, employees or affiliates, be liable to its Customer or any of its officers, directors, employees or affiliates, or to any third party for any loss of profit or revenue, loss of data, loss of income, failure to realize expected savings, or for any other indirect, consequential, special, incidental, punitive or other similar damages, whether incurred or suffered as a result of unavailability of services, delay in delivery of services, performance, non-performance, suspension, termination, negligence, breach (including fundamental breach or otherwise), or other action or inaction by the Authority, or for any other reason, theory of law or equity, even if the Customer has advised the Authority of the possibility of such loss or damage or the Authority had knowledge of, or reasonably could have foreseen the possibility of such loss or damage.

E. Special Applications

1. Claims and Credit Notes

If you believe that your invoice contains data or charges that are inaccurate, contact Accounts Receivable. For all such requests, the invoice number must be quoted. Each claim is investigated by the

Authority with the objective of resolving disputes and settling claims in a timely manner. Where a claim is rejected, a confirmation is provided giving the reasons for the rejection. **A claim must be filed within 90 days from the date of the invoice.**

If a payment of a disputed amount is withheld by the agent or operator, and after investigation by the Authority that outstanding amount is deemed to have been payable, interest will accrue from the due date. The Authority reserves the right to make billing adjustments if exemptions/credits have been improperly claimed.

F. Customer Service and Account Inquiries

The Authority has a dedicated person in Accounts Receivable to handle your enquiries. Any questions should be directed to Accounts Receivable. You can also forward by mail, facsimile or e-mail the item in question and a brief explanation of the issue. The contact numbers and e-mail address are as follows:

- Telephone: 902-426-8652
- Facsimile: 902-426-7236
- E-mail: billing@atlanticpilotage.com

Regular hours of operation are Monday to Friday 7:30 a.m. to 4:30 p.m. (AST/ADT).

As a service for our customers, our Customer Portal Website includes a charges calculator which allows you to calculate the pilotage charges for selected ports. Please contact the Authority to gain access to this website.

Appendix A

Definitions for this Guide

assignment means all those activities related to a pilot performing pilotage services for a ship to which he has been dispatched, including travel time, standby time and actual pilotage time; (tâche)

Authority means the Atlantic Pilotage Authority; (Administration)

breadth of the ship means the maximum breadth in metres or fraction thereof to the outside of the shell plating of the ship, as expressed in Lloyds Register of Shipping; (largeur du navire)

dead ship means a ship normally self-propelled that is without its propelling power; (navire mort)

depth of the ship means the vertical distance in metres or fraction thereof at amidships from the top of the keel plate to the uppermost continuous deck, fore and aft, that extends to the sides of the ship and, for the purposes of this definition, the continuity of a deck is deemed not to be affected by the existence of tonnage openings, engine spaces or a step in the deck, as expressed in Lloyds Register of Shipping; (creux du navire)

hampered ship means a ship that is unable to be navigated in a normal fashion because of excessive list, excessive trim by the head or stern, damage, faulty steering, faulty engines, lack of normal navigational aids and equipment, faulty navigational aids and equipment or any other conditions that render the ship unseaworthy; (navire difficile à manoeuvrer)

length of the ship means the distance in metres or fraction thereof between the fore and aft extremities of the ship, as expressed in Lloyds Register of Shipping; (longueur du navire)

pilot boat means a boat owned, operated or chartered by the Authority but does not include a temporary boat or tug; (bateau-pilote)

pilotage unit means the figure obtained by multiplying the length of the ship by the breadth of the ship by the depth of the ship and by dividing the product by 283.17; (unité de pilotage)

port means any harbour or haven to which ships may resort for shelter or to ship or unship goods or passengers whether at anchor or alongside a wharf or pier; (port)

regular compulsory pilotage areas means all those compulsory pilotage areas to which a pilot is customarily dispatched in his on-duty time and for which he is regarded as a regular pilot; (zones régulières de pilotage obligatoire)

standby includes any time spent by a pilot in conjunction with an assignment when he is prevented from travelling or boarding a ship to which he has been dispatched, except any time spent at his home following dispatch to an assignment; (période d'attente)

travel means movement of a pilot, to or from the geographic point at which pilotage is intended to commence or cease, by land, air or sea or any combination thereof. (trajet)