



**AQABA CONATINER TERMINAL  
CONTAINER SERVCIE CHARGERS**

Notification

BY THE

AQABA SPECIAL ECONOMIC ZONE AUTHORITY  
THE HASHEMITE KINGDOM OF JORDAN



**PART 1**  
**SECTION I**  
**PRELIMINARY**

**1. ARTICLE 1**

- (1) This Notification is to be called the Aqaba Container Terminal Service Charges, 2009, issued as per Aqaba Special Economic Zone Authority Board of Commissioners Decision No. (885) dated September 29<sup>th</sup>, 2009.
- (2) This Notification comes into force on and from the first of January 2010.
- (3) The Container Terminal Services Charges shall apply within the boundaries of the Aqaba Container Terminal.
- (4) Nothing in this Notification shall affect any law or regulation relating to custom duties or any other duties and taxes at the Aqaba Special Economic Zone, or any order or direction lawfully made or given pursuant thereto.
- (5) This Notification shall apply to all agreements between the Aqaba Container Terminal Company and its Users with respect to the services rendered by the Company unless otherwise agreed in writing between the parties.

**2. ARTICLE 2**

In this, unless the context otherwise requires, -

**"Kingdom"** refers to The Hashemite Kingdom of Jordan;

**"Authority"** means the Aqaba Special Economic Zone Authority established under Aqaba Special Economic Zone Law;

**"ACT"** means Aqaba Container Terminal Company;

**"Agent"** means Vessel owner, Shipping agent, Consignee, Clearing Agent and any other Customer or User of the Container Terminal;

**"Applicable Law"** means every law, regulation, rule, ordinance, international agreement and any other instrument having the force and effect of law in the Kingdom;

**"Container Terminal"** or **"Terminal"** means the Aqaba Container Terminal and includes the terminal infrastructure, equipments, fixed and movable assets;

**"Container Terminal Services"** has the meaning assigned to it in Article 3 of this notification;

**"Container Terminal Service Charges"** means any charges, fees, duties, dues, penalties in relation to any of the Container Services at the Container Terminal, including any lease rents that may be charged by ACT in respect of the use of any of its facilities or Equipment;

**"Owner"** in relation to any Vessel, includes any part owner, charterer, operator, consignee or mortgagee in possession of the Vessel, or the one responsible for the vessel;

**"Anchorage"** refers to the anchorage areas within the limits of the Jordanian territorial waters;

**"Break bulk"** refers to any cargo that is not loaded in a container.

**"Clearing Agent"** refers to any natural person, cooperation who is licensed by the competent authorities to handle the clearance of the goods arriving at the Container Terminal, and who is appointed by the importer or exporter to be his agent in the Container Terminal;

**"Consignee"** means owner of import or export cargo or other person who is in charge of that cargo for any period of time since receiving from or delivery to Ship owner or its Agent.

**"Container"** refers to any container including flat racks, platforms, reefers, bolsters, tanks or any other units designed for the carriage of goods and equipped with corner castings for handling by mechanical equipment consistent with the safety requirements of the Convention for Safe Containers and either by complying with all relevant prevailing ISO standards or capable of being handled by the Terminal's cranes and spreaders;

**"Container Handling"** means to move the goods from Quay to the specified area and to stack them in the storage areas and then loading the goods on trucks, or vice versa in case of goods for export within the Container Terminal;

**"Dangerous Goods"** means dangerous goods in packaged form, explosives, as defined in the International Maritime Dangerous Goods (IMDG) Code, noxious or dangerous chemicals in bulk, solid bulk cargoes, liquefied gas, harmful substances identified as marine pollutants in the International Maritime Dangerous Goods (IMDG) Code. Deck cargoes including timber cargo and other such cargoes, which by reasons of their nature, quantity or mode of stowage are either singly or collectively liable to endanger the life or health of persons on or near the ship or liable to imperil the safety of the ship;

**"Day"** refers to a 24 hours day. For all charges specified per day, day starts at midnight and charges apply per day or part thereof.

**"Direct Delivery"** means the discharging or loading of Goods from or to a Vessel without such Goods touching the ground of any Wharf;

**"Discharging"** means to off-load the goods from the vessel to the quay by any method;

**"Loading"** refers to loading goods from the quay to the vessel by any method;

**"Equipment"** includes any appliance, apparatus, machinery, system or accessory used or intended to be used for the purposes of providing Container Terminal Services;

**"Free time"** refers to the period that containers may stay in the terminal without charge after being discharged from a vessel or before being loaded onto a vessel;

**"Goods"** means all natural materials or industrial goods or agricultural products or livestock;

**"Hazardous cargo"** refers to any material of hazardous nature or components as per the IMDG Code issued by the International Maritime Organisation;

**"Length Overall"** (LOA) is the figure indicating the length of the vessel shown on the official registration papers carried by the vessel;

**"Non-Cellular Vessel"** refers to a vessel without cell-guides below deck and/or specific container stowage positions on deck.

**"Over-Dimensional"** refers to containerised cargo that projects beyond the normal length, width or height of a container, or to containers that are different from the normal length, width or height for standard sea containers specified by the International Standards Organisation.

**"Public holiday"** refers to any day declared as an official holiday by the Government of The Hashemite Kingdom of Jordan.

**"Shipping Agent"** means any natural person or a corporation who is licensed by the competent authorities to handle the agency of a Vessel calling at the Port, and who is appointed by the Owner or the Charterer of the Vessel to handle the call of the Vessel at the Container Terminal;

**"Storage"** means to keep and store the goods in specified areas within the Container Terminal;

**"Stevedoring"** means Discharging or Loading;

**"Transit"** means the transport of Goods via the Container Terminal destined for or originating from a country other than Jordan accessible by land route and addressed as a transit in the vessel manifest;

**"Container Handling"** means to move the goods from the Quay to the specified areas and to stack them in the storage areas and then loading the goods on trucks, or vice versa in case of goods for export within the Container Terminal;

**"Transshipment"** refers to containers landed in the Terminal from a vessel for the purpose of reshipment from the Terminal on another vessel. Such containers must not leave the Container Terminal from time of landing to time of reshipment.

**"Vessel"** includes any ship or boat or barge or air-cushioned vehicle or floating rig or platform used in any form of operations at sea or in port, or any other description of a Vessel;

**"Wharfage"** means berthing and tying the vessel or the barge alongside the quay;

### **3. ARTICLE 3**

- (1) ACT shall perform all Container Terminal Services at its own discretion and to the best of its ability, using Equipment, materials and facilities of good quality, and suitable for their intended use.
- (2) ACT shall not be liable for any damages, whatsoever, resulting from delays occurring during the performance of its services due to unforeseen circumstances.
- (3) The User shall provide ACT with all information required for the efficient and effective performance and billing of the Services within such period as determined by ACT. If information is not received in time or is incomplete, ACT may postpone the performance of the requested Container Service.
- (4) ACT reserves the right of access to all cargo documents for the purpose of assessment of Container Service Charges in this notification. Information contained in these documents shall not be disclosed to any third party, taking into consideration the Applicable Law.
- (5) The performance of the Container Terminal Services may be suspended or ceased by the ACT due to Force Majeure or in case of non payment of Container Service Charges due. In the latter case, the ACT may initiate legal proceedings according to Applicable Law to arrest the concerned Vessel within the confines of the Container Terminal.
- (6) ACT may perform the following Container Terminal Services:
  - (a) Providing berths to vessels;
  - (b) Performing ship-to-shore and vice versa operations, including lifting of hatch covers;
  - (c) (un-)lashing of containers;
  - (d) Stacking and un-stacking of containers within the Container Terminal;
  - (e) Transferring containers within the Container Terminal;
  - (f) Executing delivery and receipt of LCL and FCL containers within the Container Terminal;
  - (g) Carrying out temperature checks on reefer containers within the Container Terminal;
  - (h) Checking the technical conditions of containers;
  - (i) Providing storage of containers within the Container Terminal;
  - (j) Performing inventory control of containers other goods at the Container Terminal;
  - (k) Preparing Equipment interchange reports;
  - (l) Executing documentary controls (whether manual or computerized);
  - (m) The supply of potable water to vessels alongside the Container Terminal;
  - (n) Performing weighing of containers and trucks within the Container Terminal;
  - (o) Executing value added services with respect to containers and container handling within the Container Terminal.

#### **4. ARTICLE 4**

Container Terminal Services and the collection of Container Service Charges are performed 24 hours a day throughout 365 days per year. The Container Terminal's administration offices are open five days per week, every working day from Sunday to Thursday from 8:00 a.m. till 17:00 p.m., except during official and national holidays.

#### **5. ARTICLE 5**

The use of the Container Terminal shall constitute consent to the Container Service Charges and conditions thereof on the part of all Vessels and their Owners and Agents as well as the cargo owners and their Agents.

#### **6. ARTICLE 6**

- (1) All Container Service Charges and applicable conditions in respect of the Container Terminal Services are set forth in Schedules A and B.
- (2) ACT may conclude a written agreement with any User without discrimination to apply discounted Container Service Charges based on volume for the handling and storage of Containers.
- (3) Container Service Charges do not include any expenses for insurance cover of cargo, containers, vessels, or Equipment not belonging to ACT.
- (4) All Container Service Charges included in this notification are in Jordanian Dinars (JD), and all invoices are payable in Jordanian Dinars.

#### **7. ARTICLE 7**

- (1) ACT reserves the right to alter any Container Service Charges or conditions of this notification from time to time with prior notice and upon the approval of the Authority. For vessel related charges, the date the Vessel departed from the Container Terminal will determine the charges to be applied. For non-vessel related charges, the date the invoice is issued by ACT will determine the Container Service Charges to be applied.
- (2) ACT shall have the right to refuse the rendering of Services with respect to any Vessel which is not being represented by an Agent.

#### **8. ARTICLE 8**

- (1) Not later than 24 hours prior to the expected time of arrival of a Vessel, the Agent shall either in writing or electronically submit to ACT all data necessary to make an initial calculation of the Container Service Charges due.
- (2) Based on the initial calculation, the Shipping Agent shall pay the Container Service Charges due to ACT prior to the departure of the Vessel, or hand over an irrevocable bank guarantee issued by a recognized Jordanian or international bank through a local correspondence bank, in a form

acceptable to ACT for at least the amount equivalent of the Container Service Charges due, or provide any other security acceptable to ACT.

- (3) Based on any supplementary information provided by the Shipping Agent to ACT, ACT shall calculate the final Container Service Charges due and invoice the Agent, which Container Service Charges shall be paid in full within a period of fifteen (15) calendar days from the date of the invoice, taking into account the payment made under Article 8.2 (if any).
- (4) Any Container Service Charges that are payable by the Shipping Agent pursuant to this Notification, but which is not paid in full in cleared sums on the due date for payment of such sum shall be increased with interest. Such interest shall be applied against such unpaid Container Service Charges at the rate of 2% (two percent) per month if the payment is made within a period between fifteen (15) days and one (1) month from the due date, 5% (five percent) per month if the payment is made within a period between one (1) month and two (2) months from the due date and 8% (eight percent) per month if the payment is made after a period of two (2) months from the due date.
- (5) In case the Agent Shipping has submitted an irrevocable bank guarantee as per Article 8.2, ACT reserves the right to enforce the bank guarantee, without prior notice to the Shipping Agent, to the extent of Container Service Charges due including any accrued interest as per Article 8.4.
- (6) In case rates for any services are not shown in this tariff, then customers must provide a "Special Service Request" to the port, who will price the work involved and get the customer's approval before carrying out the service.

**PART 2**  
**SCHEDULE A**  
**CONTAINER SERVICE CHARGES**

**1. WHARFAGE CHARGES**

(Payable by Shipping Line/Agent)

All vessels coming alongside a berth or the quay of the Container Terminal pay wharfage charges, commencing at the time the first rope is tied to the berth, quay or land and ending when the last rope is detached:

<b>Vessel LOA category</b>	<b>First 12 hrs berth time or part thereof</b>	<b>Berth time thereafter per hour or part thereof</b>
Up to 150m	225	18
Over 150m up to 175m	260	22
Over 175m up to 200m	300	25
Over 200m up to 250m	375	31
Over 250m up to 300m	450	38
Over 300m up to 350m	525	44
Over 350m	600	50

Terms & conditions

- In case of berthing of a RORO vessel, LOA includes the length of the ramp, if lowered.
- In case a vessel is overhanging the berth, rates are charged for the full LOA of the vessel.
- For billing purposes, berth time will be rounded to hours.  
E.g. a vessel berthing at 06:31 hrs and un-berthing at 19:15 hrs counts from 07:00 to 19:00 hrs. A vessel berthing at 06:29 hrs and un-berthing at 19:45 hrs counts from 06:00 to 20:00 hrs.

**2. DELAYS TO CRANES**

At the discretion of the Terminal Management, the following charges may be applied for delays to cranes before and during vessel operation and after vessel completion, occasioned by the Vessel/Agent:

After 30 minutes of idling, per hour or part thereof 300 JD

Terms & conditions

- Also applicable in case of cancellation of call or delay in vessel arrival without at least 24h advance notice.

### 3. LOADING/DISCHARGING OF CONTAINERS

(Payable by Shipping Line/Agent)

For **Import, Export and Transit** Containers the following rates are chargeable.

Up to 20' ft Full/Empty Containers	Discharging/Loading 32.500 per move
Over 20' ft Full/Empty Containers	Discharging/Loading 49.000 per move

For **Transshipment** Containers, the following rates are chargeable.

Up to 20' ft Full & Empty Containers	Discharging/Loading 62.000 JD per move
Over 20' ft Full & Empty Containers	Discharging/Loading 93.000 JD per move

Terms & conditions:

- All above rates are inclusive of overtime, holiday, gang, crane, lashing charges and labour service fee.
- Transshipment rates above are for full cycle i.e. vessel to yard to vessel.
- Half the applicable transshipment rate is billed against the inbound vessel and half the applicable transshipment rate against the outbound vessel.
- In case the Terminal agrees to handle Non-Cellular Vessels, 25% additional charge is applicable.

### 4. LOADING/DISCHARGING BREAK BULK CARGO

For Loading/Discharging of break bulk cargo the following rates are chargeable.

Import, export, transit cargo	3 JD per cubic meter (one move)
Transshipment cargo	as per import/export charge <b>X2</b>

Terms & Conditions:

- A minimum of 1 hour crane delay will be charged.
- In case of crane occupancy of more than 1 hour, charges are applicable per half hour as per item (2) "Delays to crane".

### 5. RORO VESSELS

For Loading/Discharging of RORO vessels the following rates are chargeable.

	<u>Stevedoring</u>	<u>Terminal Handling</u>
Vehicles up to 3 tons	15.000 JD per unit	31.500 JD per unit
Vehicles 3-10 tons	20.000 JD per unit	46.000 JD per unit
Vehicles 10-20 tons	25.000 JD per unit	60.000 JD per unit
Above 20 tons	30.000 JD per unit	80.000 JD per unit
Lashing per unit	4 JD per vehicle	

Terms & Conditions:

- No tracked vehicles are allowed to be discharged at the Container Terminal.

- Discharged units are required to be immediately moved from the terminal. Any units that are not able to be moved from the Container Terminal will pay storage charges as per storage rates for rolling equipment as per Item (10).
- Additional costs of discharging non-starting units to be paid by Shipping Line/Agent at JD 12.000 per unit.
- Rates for drivers are not included in this tariff.

**6. RESTOWS/HATCH COVERS/GEARBOXES**

(Payable by Shipping Line/Agent)

Restows	79.000 JD per move
Hatch covers	52.500 JD per move
Gearboxes	79.000 JD per move

**7. HAZARDOUS CARGO**

All containers carrying Hazardous cargo will be charged 50% surcharge in addition to Item (3), and Item (9). This additional will also be applicable on all empty containers that have been carrying Hazardous cargo, if not provided with the cleaning certificate prior to delivery to the Container Terminal.

**8. USE OF SPECIAL EQUIPMENT**

Use of special gear (wires, chains, frames etc) during discharge of containers will be charged at the rate of JD 52.500 per lift in addition to the rates as defined in Item (3). This applies to both the charges shown under Item (3) Loading/Discharging of Containers and to the charges shown under Item (9) Container Terminal Handling Charges as well to any applicable shifting moves. Prior permission from the Terminal Operator is required for Break-bulk or non-ISO containers to be discharged or transshipped from a vessel at Aqaba Container Terminal and any such discharging or transshipment operation will be subject to special case-by-case quotation.

**9. TERMINAL HANDLING CHARGES**

(Payable by Consignee/Shipper)

	<u>Up to 20'ft</u>	<u>Over 20' ft</u>
Full Containers – Discharge	52.500	79.000
Empty Containers - Discharge	31.500	47.000
Full Containers – Load	31.500	47.000
Full Containers – Transit	31.500	47.000

Terms & conditions

- Rates include one move and one gate handling charge (in or out gate).

## 10. CONTAINER STORAGE RATES

(Loaded Containers rates payable by Consignee/Clearing Agent, Transshipment /Empty rates payable by Shipping Line/Agent)

### Full Containers – import/export/transit/transshipment

(per container per day)

	<u>Up to 20'ft</u>	<u>Over 20' ft</u>
Free days (2010)	9	9
Free days (2011)	8	8
Free days (2012)	7	7
After the free days from (1 to 10) days (per day)	5.000	10.000
After the free days from (11 to 20) days (per day)	10.000	20.000
Thereafter (per day)	20.000	40.000

### Empty Containers – import/export/transit/transshipment

(per container per day)

	<u>Up to 20'ft</u>	<u>Over 20' ft</u>
Free days	7	7
After the free days from (1 to 10) days (per day)	3.000	6.000
After the free days from (11 to 20) days (per day)	6.000	12.000
Thereafter(per day)	12.000	24.000

### Over-dimensional Containers, Break bulk, Hazardous Cargo Containers, Rolling Equipment

- Storage rates for Over-dimensional containers are double the above rates of full containers.
- Storage of Break bulk cargo (import, export, transit and transshipment) will be charged at a rate of 1 JD per m<sup>3</sup> per day. For Break bulk cargo, the free days for Storage do not apply. Rates will be charged from the day the cargo is discharged (for Import or Transshipment) and for Export cargo, rates will be charged from the day the Break bulk enters the port until the vessel departs.
- Storage of Hazardous Cargo Containers (import, export, transit and transshipment) will be charged at a rate of 15 JD per day, payable by the Consignee. except transshipment payable by Shipping Line/Agent.

This charge is also applicable to any containers leaking or spilling cargo. The terminal reserves the right to relocate and conserve leaking or spilling containers within the terminal, which will be charged at a rate of 75 JD to the Shipping Line, exclusive cleaning cost.

- Storage of Rolling equipment and Vehicles (import, export, transit and transshipment) will be charged at a rate of 20 JD per day.

Terms & Conditions:

- For Import/Transshipment cargo (except Break bulk), free-time commences from the day a container is discharged from the vessel. For Export cargo (except Break bulk), free-time commences from the day the container enters the port until the vessel departs.

**11. REEFER CONTAINERS**

(Payable by Consignee/Shipper, except in case of Transshipment Containers, where charges are payable by Shipping Line/Agent)

Up to 20' ft	17.500 JD per container per day
Over 20' ft	28.000 JD per container per day

Terms & Conditions:

- Above rates include Electricity Charges, plugging/unplugging and Reefer Monitoring.
- Charges commence from the day container is plugged into Terminal Electricity Supply. Charges are billed per whole day, regardless the time the container is plugged in.

**12. SHIFTING CHARGES**

Any additional shifting within the Container Terminal will incur a charge of JD 6.000 per container per shifting. This includes any change of destination or nominated vessel for export containers, shutouts of export containers (load or empty/payable by Shipping Line/Agent), containers requested to be shifted for Customs Inspections, empty container segregation and any shifting from one area of the container terminal to another at request of Shipper/Consignee (payable by Shipper/Consignee).

Terms & Conditions:

- All requests for Customs Inspection will be charged, whether the container is shifted or not.

**13. WEIGH BRIDGE**

(Payable by Consignee/Shipper)

Use of weighbridge	JD 3.500 per event
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Terms & conditions

- The above rate is exclusive of any shifting that may be required which will be charged in addition.

**14. UNNECESSARY OCCUPANCY OF THE TERMINAL BY LAND VEHICLES**

(Payable by Transporter)

Land vehicles coming to the terminal site to collect or leave cargo, shall be charged 10 JD for each hour of stay in the event of said vehicles not leaving terminal although the works are completed by the Operator or Customs. However, two hours of free-time are granted to be measured from the moment the load or discharge move to/from the truck was executed. A separate storage fee shall not be charged for the cargo on the vehicle.

## 15. MISCELLANEOUS CHARGES

(For Services performed at request of and payable by Shipping Line/Agent)

Knocking down flatbed containers	21.000 JD per unit
Bundling flat bed containers	21.000 JD per container
Fitting or removing Tarpaulins	21.000 JD per 20' ft container
	31.500 JD per container over 20' ft
Sweeping Containers	21.000 JD per 20' ft container
	31.500 JD per container over 20' ft
Application/Removal of Placards	5.500 JD per placard
Sealing/Unsealing the Container	1.000 JD per seal
Seal number checking on vessel side	1.000 JD per seal
Opening of containers for samples	10.000 JD per container
Fitting Gen sets to container using forklift	18.000 JD per container
Measuring over dimensional containers	15.000 JD per container
Fine for undeclared, wrongly declared, poorly stowed or incorrectly packaged:	
Hazardous cargo	105.000 JD per container
Over-dimensional containers	105.000 JD per container

### Terms & Conditions:

- The above rates are exclusive of any shifting(s) that may be required which will be charged in addition.
- Over-dimensional container fine includes cost of measuring cargo, decision of the terminal is final in case of any dispute.
- Hazardous cargo and over dimensional container fines are exclusive of any separate penalties that may be levied by Government Authorities.

## 16. ADMINISTRATIVE CHARGES

Issuing Document at the request of the customer	5.000 JD per document
Data Amendment Charge	3.000 JD per amendment
Renomination Charge	35.000 JD per container
Issue of Annual Entry Pass	10.500 JD per pass
Issue of Annual Vehicle Pass	26.500 JD per pass
Bounced checks/rejected payments	25.000 JD per case

### Terms and conditions:

- Data Amendment Charges apply in, but are not limited to, the following cases:
  - Transshipment to local and vice versa
  - Non-declaration of Port of Discharge after operational cut-off
  - Change in Port of Discharge after operational cut-off
  - Non-declaration of outbound carrier after operational cut-off
  - Change in outbound carrier and/or outbound vessel after operational cut-off
- Any data amendment that involves the Container or Break bulk being shifted from one stack to another will also incur shifting charge.
- Renomination charge applies to containers booked for a particular vessel but not shipped for whatever reason, and includes both data amendment and shifting charge.

### **17. FRESH WATER SUPPLY**

Fresh water can be supplied from the wharf to vessels alongside at the berth. The following charge shall apply:

Fresh water supplied from quay	16.000 per ton
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**PART 2**  
**SCHEDULE B**  
**CFS CHARGES**

**1. UNSTUFFING/STUFFING CHARGES**

General Cargo	up to 20' ft	126.000 JD
General Cargo	per over 20' ft	189.000 JD

Terms & conditions:

- Rates include shifting of container from stack and back and are for palletized/unitized cargo. For any cargo not utilized, there will be an additional charge of JD 105.000 per container. Rates assume use of up to 4 labourers and one 3 Ton forklift. Any additional labourers or equipment will be charged additionally at the actual as per Equipment hire scales shown in item 3 in schedule B

**2. UNSTUFFING OF CARS**

Un-stuffing of saloon cars up to 2 tons will be charged at rate of JD 79.000 per car, including unlashing/unblocking. Cars weighing above 2 tons will be charged at JD 105.000 per car. Rate includes shifting of container from stack and back.

**3. HIRE CHARGES**

If any of the Labour or Equipment is hired by the Users for services other than already covered by the Service Charges, following charges will be applicable:

Labour, Watchmen, Winch men, Carpenters	2.000 JD per person per hour
Foremen, Tally Clerks, Supervisors, Hatch men	3.000 JD per person per hour
Container Handling Equipment 1-15 Tons	21.000 JD per hour/per piece
Container Handling Equipment 16-25 Tons	37.000 JD per hour/per piece
Container Handling Equipment 26-45 Tons	52.500 JD per hour/per piece
Forklift 3 tons	16.000 JD per hour
Forklift 10 tons	21.000 JD per hour
Forklift 15 tons	26.000 JD per hour
Forklift 25 tons	42.000 JD per hour
MAFI Trailer	5.500 JD per hour
Tug Master	31.500 JD per hour
Towing tractor	21.000 JD per hour

Terms & conditions:

- Above services/equipments are subject to availability.
- All services requested will be charged as per original request, whether availed or not, unless cancelled at least six (6) hours prior to its execution.