



# CENTRAL LONDON CRUISE MOORINGS STRATEGIC CRUISE BUSINESS OPPORTUNITY INFORMATION PACK AND BUSINESS PROPOSAL October 2017

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## INFORMATION PACK AND BUSINESS PROPOSAL

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#### 1 Executive Summary

#### 1.1 Basis of Proposal

The Port of London Authority (PLA) is seeking initial Expressions of Interest to be followed by a Tender Document from port operators and associated port communities for the management of the Central London Cruise and Yacht Moorings, incorporating Tower Upper, Greenwich Ship Tier and George's Stair Tier. All of the moorings are fully operational and are located mid-stream on the River Thames. In all cases marine access is tidal. All of the above named moorings are to be considered as one package, no piecemeal arrangements will be considered.

PLA is offering an initial five-year Management Agreement to run from 1 January 2018 to 31 December 2022 for the management of the Central London Cruise Moorings as a stand-alone business unit.

This 'Information Pack and Business Proposal' sets out a summary of the principal issues relating to the facilities.

Expressions of Interest and Tenders will be non binding. Following receipt of Tenders, they will be reviewed by the PLA with a view to identifying a party or parties with whom further negotiations will take place.

## Letters expressing interest to be submitted no later than 1<sup>st</sup> November 2017

# Tender Documents to be submitted no later than 12 noon 15<sup>th</sup> November 2017

#### 1.2 The Moorings

#### Tower Upper Mooring

- is situated alongside and shares the moorings of HMS 'Belfast', 300 metres upstream of Tower Bridge. (There is no cruise passenger or baggage access permitted across HMS 'Belfast'.)

MAXIMUM SHIP LENGTH: 158M

DRAUGHT: 6.0M

#### Greenwich Ship Tier

- is situated mid-stream five nautical miles downstream from Tower Bridge and provides the central London deep-water mooring.

MAXIMUM SHIP LENGTH: 228M

DRAUGHT: 8.1M

#### George's Stair Tier

- is situated 1.5 cables downstream from Tower Bridge on the south side and provides a perfect location for Super Yachts and smaller vessels.

MAXIMUM SHIP LENGTH: 120M

DRAUGHT: 4.5M

#### 2 Invitation to Submit Expressions of Interest

#### 2.1 Background

The Central London Cruise Moorings were established by the PLA in the late 1980's and operated by the PLA until 1995.

Following the Government requirement for the PLA to divest its cargo handling responsibilities, the PLA Board decided that having successfully developed the central London cruise business it should seek external management to take over the running of the cruise moorings.

A number of management agreements with various organisations have existed since 1995, with the current agreement terminating on 31 December 2017. The PLA has always retained ownership and maintenance of the moorings themselves.

As a result of the draught restrictions and, therefore, the size of vessel able to be accommodated, the moorings are not seen as being in competition with, but complement the Tilbury deep-water cruise terminal.

Ship calls to the central London moorings have been growing slowly and steadily over the last few years with 39 expected in 2018. Ten years ago the average was 20 calls per season (May – September), being a mix of 'Transit' and 'Turn-Around' calls. The table below gives the movement in ship calls over the past 5 years.

	2013	2014	2015	2016	2017	2018
Central London	27	17	32	35	36	39

As a 'World City', there is a political belief that London should have a central London cruise facility, not least following London's successful hosting of the 2012 Olympic Games.

The central London moorings consist of three facilities: above Tower Bridge at Greenwich and a smaller facility just below Tower Bridge. Using the floating cruise terminal *'Welcome'*, the central London cruise moorings can handle ships with up to 1,500 passengers on either 'Transit' or 'Turn-Around' calls.

The development of a permanent alongside central London cruise terminal is anticipated but there is some uncertainty surrounding when it will be available to the market. An impact on the PLA moorings is inevitable but the nature of the impact cannot be predicted.

#### 2.2 PLA's Objective

In considering Tenders, the PLA will have regard to its corporate objectives for cruise in central London including the Thames Vision goals, which include:

- Continuance of cruise ship, Naval vessel, super yacht and other vessel calls into central London including special events such as naming ceremonies
- (ii) Expansion of the London cruise season
- (iii) Expansion of market share for Central London Cruise Moorings
- (iv) Contributing to London's position as a 'World City'
- (v) Enhancing the Port of London's contribution to London's tourism
- (vi) Delivery of a seamless efficient service for visiting cruise ships and their passengers
- (vii) Generation of sufficient revenue to cover the running costs of the central London cruise facilities at no cost to other Port users

Prospective operators will be expected to outline how they will ensure a cost efficient provision of the requisite services whilst maintaining a cost competitive cruise facility in the global cruise market.

#### 2.3 Programme

PLA recognises that the management of the Central London Cruise Moorings may be of interest to a range of parties from port operators and associated port communities and that interest may emerge from single companies as well as consortia.

PLA is, therefore, inviting Expressions of Interest and Tenders in the manner set out below. Following receipt of Tenders, PLA proposes to select a preferred management Operator with whom further detailed discussions will take place with a view to securing the PLA's declared corporate objectives as above (Section 2.2).

PLA reserves the right to undertake such further marketing of the management of the facilities as it deems appropriate.

An indicative timetable if set out below:

Submission of Expressions of Interest
 Submission of Tender Documents
 PLA Analysis of proposals
 Interviews with prospective Operators
 Selection of preferred Operator
 Start date of Management Agreement
 1st November 2017
 2 Weeks
 W/C 4th December 2017
 End December 2017
 1st January 2018

#### 2.4 Process for Submitting Expressions of Interest

- (I) Prospective Operators are invited to submit a letter expressing interest to Glenda Frost, Head of Risk and Commercial Development, Port of London Authority, London River House, Royal Pier Road, Gravesend, Kent DA12 2BG to arrive no later than **1st November 2017**. Receipt will not be acknowledged unless specifically requested;
- (II) The letter expressing interest should outline the services you will provide; Any issues with the Information Pack and Business Proposal; No financial details are to be provided at this stage;
- (III) Final Tender Documents with supporting information (as described below) are to be submitted in an envelope clearly marked "CLCM Tender" and addressed to Glenda Frost, Head of Risk and Commercial Development, Port of London Authority, London River House, Royal Pier Road, Gravesend, Kent, DA12 2BG to arrive by no later than **12 noon on 15**<sup>th</sup> **November 2017**;

#### Four copies of the Tender and supporting information should be submitted

- (IV) Any questions raised prior to the submission of a Tender or as part of the discussion process along with any replies may be provided to all other prospective operators;
- (V) All 'Expressions of Interest', Tenders and supporting information received by PLA will be held on a strictly confidential basis and will not be disclosed to any third party without the express authorisation of the prospective Operator;
- (VI) PLA shall be entitled immediately to terminate the Agreement and to recover from the Operator the amount of any loss resulting from such termination if:
  - (a) the Operator shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Agreement or any other agreement with the PLA;
  - (b) the like acts shall have been done by any person employed by the Operator or acting on its behalf (whether with or without the knowledge of the Operator);
  - (c) the Operator when tendering fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person or before the hours specified for the return of tenders;
    - communicated to a person other than the PLA the amount or the approximate amount of its tender (except where the disclosure in confidence of the approximate amount of its tender was essential to obtain insurance premium quotations required for the preparation of its tender);
    - entered into an agreement with any other person whereby that other person would refrain from tendering or as to the amount of any tender to be submitted;

- (iii) offered or paid or gave or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above:
- (VII) Transfer of responsibility will be by way of an initial 5 year Agreement with a start date of 1 January 2018. This Information Pack and Business Proposal, any 'Expressions of Interest' and Tenders received will not form part of any Agreement between the parties;
- (VIII) PLA will not be bound to accept the highest or any offer received and reserves the right to negotiate with the successful Operator and to accept a Tender subject to modifications;
- (IX) If the Tender is made conditional it may not be considered. Any modification or condition you wish to make must be stated in a letter accompanying the Tender;
- (X) Prospective operators must take account of rights protected by the Transfer of Undertakings Regulations. The PLA is enquiring of the current contractor whether any employment contracts are covered by these regulations and will advise on the result of this enquiry before the date for Tender;
- (XI) PLA requires prospective operators to submit a digest of information upon which it might reasonably be able to make a decision on the cruise experience and financial standing of the prospective Operator. All Tenders must specify:
  - a. The identity and nature of the interested party. In the case of consortia, the identity and role of each company should be provided;
  - b. The proposed operational structure of the Central London Cruise Moorings as a business unit;
  - c. An outline Business Plan for the operation of the facilities and associated support services required;
  - d. An outline Marketing Plan for the promotion and expansion of cruise and other calls to the facilities:
  - e. The name of the nominated person to be trained as Port Facility Security Officer;
  - f. Details of any further information required by the prospective Operator;
  - g. Any additional supporting information which the prospective Operator considers to be relevant.

#### 3 Facilities and Title Information

All of the moorings are located within the World Heritage sites of the Tower of London environs and Maritime Greenwich, adjacent to the main tourist attractions of the Tower of London and Tower Bridge, and the Royal Observatory in Greenwich.

Ship-to-shore transfer to each mooring is by tender boat.

All the moorings are served by five international airports – Heathrow; Gatwick; Stansted; Luton; and City. All major UK road and rail routes terminate in London, whilst there are direct Eurostar rail connections to Paris and Brussels.

#### 3.1 The Moorings

The provision for cruise ships in central London is by mid-stream anchored mooring buoys (adjusted to meet the requirements of each ship), with the exception of Tower Upper where cruise ships berth alongside HMS 'Belfast' separated by use of Yokohama fenders.

#### 3.2 Tower Upper Mooring

Tower Upper Mooring is located 300 metres upstream of Tower Bridge and capable of taking cruise ships of up to 160 metres in length subject to suitable gangway access being available.

Ships using Tower Upper Mooring transit between the raised bascules of Tower Bridge.

A fully equipped passenger lounge is incorporated on Tower Millennium Pier (owned and operated by London River Services), situated opposite HMS 'Belfast', which caters for passengers and their baggage on 'Transit' and/or 'Turn-Around' calls.

A revenue sharing agreement between the PLA and the Imperial War Museum applies to all mooring fee income earned from cruise vessels using this particular mooring and prospective operators will not have to pay the Imperial War Museum for mooring to and access across Belfast.

The PLA will retain title to all moorings and fenders, along with the passenger gangways and security screens for use on or alongside HMS 'Belfast'.

MAXIMUM SHIP LENGTH: 158M;

DRAUGHT: 6.0M

#### 3.3 Greenwich Ship Tier

Greenwich Ship Tier is located five nautical miles downstream of Tower Bridge and provides the central London deep-water mooring. Access to the moorings can be from any designated pier on the river, although traditionally the landside receiving point has been Greenwich Pier (owned and operated by London River Services). The Greenwich Ship Tier has Greenwich Maritime as a backdrop.

All passenger and baggage reception, check-in and security processes are normally carried out on '*Welcome*', floating cruise terminal alongside the cruise ship. However, any other designated pier can also be used.

MAXIMUM SHIP LENGTH: 228M;

DRAUGHT: 8.0M

#### 3.4 George's Stair Tier

George's Stair Tier is located 270m downstream of Tower Bridge and is ideally suited to smaller vessels such as super yachts. Access to the moorings can be from any designated pier with permission of the pier owners.

Ship to shore transfer is normally facilitated by use of the vessels own tenders given that occupants of this mooring are ordinarily not commercial (i.e. no fee

paying passengers are transferred). Should commercial vessels occupy this mooring arrangements would need to be made utilising the Welcome or Tower Millennium Pier.

MAXIMUM SHIP LENGTH: 120M;

DRAUGHT: 4.5M

#### 3.5 'Welcome'

'Welcome' is a purpose-built floating cruise terminal providing full-service passenger reception and security scanning facilities alongside cruise ships moored mid-stream at Greenwich Ship Tier.

The facility includes segregated 'public zones' and 'restricted zones' within independent passenger and baggage halls providing full security scanning of passengers, their hand luggage and baggage prior to joining the ship. The facility fully meets the requirements of the ISPS Code 2004 (International Ship & Port Facility Security Code) and has the provision for on-site Immigration and HM Customs, if required.

Ship-to-shore transfer of passengers and baggage to/from 'Welcome' is by tender boat from any designated pier on the river and is the responsibility of the Operator.

The self-contained facility incorporates a check-in area; passenger lounge with seating for up to 40 people; segregated male, female and disabled access toilets. Whilst provision is made to accept ships' own accommodation ladders, the facility is equipped with alternative passenger brows and a powered brow for the transfer of baggage. All power and water services are self-contained on board the facility.

Dual security scanning systems for passengers, their hand luggage and baggage have the capability to handle up to 500 passengers per hour on a timed arrival basis. The system is fully reversible should security checks be required for passengers and/or their baggage when leaving a ship.

The PLA will retain title to 'Welcome', its moorings and all associated equipment on board. Use of 'Welcome' will be via a bare boat charter agreement with the operator for the duration of this agreement. The "Welcome" will be initially positioned, ready for use, in moorings adjacent to Greenwich Ship Tier (Welcome Moorings).

#### 3.6 Tower Millennium Pier

Tower Millennium Pier (owned and operated by London River Services) incorporates a passenger lounge for the reception of cruise passengers for ships moored at any of the central London moorings.

The lounge has fully-equipped segregated passenger and baggage security scanning halls. Customs and security formalities are carried out in the lounge for passengers joining cruise ships alongside HMS 'Belfast' on the Tower Upper Moorings.

Provision is made by the PLA for the use of two berths on Tower Millennium Pier, whilst ship-to-shore transfer of passengers and their baggage will be the responsibility of the Operator.

The PLA will retain title to the security scanning and ancillary equipment accommodated within the cruise passenger lounge on Tower Millennium Pier.

The PLA has an agreement with and pays London River Services for the use of Tower Millennium Pier.

#### 4 Provision of PLA Services

In connection with the proposed Agreement and at its own expense, the extent of the PLA's responsibilities (subject to discussions and details included in the final Agreement between the PLA and the preferred Operator) will be:

- 1. provision of the moorings constituting the Central London Cruise Moorings;
- 2. to use all reasonable endeavours to maintain in existence an Agreement with the Imperial War Museum permitting use of HMS 'Belfast' for the mooring of cruise ships and transfer of passengers to/from the tender boats along designated secure routes on HMS 'Belfast' to/from cruise ships. For the avoidance of doubt, no passenger, persons or employees or contractors of the Operator involved with the cruise ship visit will be permitted to transit from the south shore across HMS 'Belfast' to the cruise ship;
- 3. initial provision of fendering as PLA deems necessary at Tower Upper Mooring;
- 4. initial provision of certificated passenger brow for transfer from cruise ship to HMS 'Belfast'. Recertification of the brow as and when required;
- 5. initial provision of security screens on HMS 'Belfast';
- to use all reasonable endeavours to maintain in existence an Agreement with London River Services permitting the use of the passenger lounge on Tower Millennium Pier;
- 7. initial provision of passenger and baggage scanning equipment on Tower Millennium Pier (but excluding calibration and routine servicing or repair);
- 8. to use all reasonable endeavours to maintain in existence an Agreement with London River Services to make available two berths on Tower Millennium Pier to enable the transfer of passengers and baggage into tender boats;
- for the PLA Harbour Master to determine, at the time of enquiry, which will be the most appropriate mooring for a particular ship, directing the Operator accordingly;
- 10. to make adjustments to the length of Greenwich Ship Tier, only if required, and programme when such work is done. Any such adjustment will be at the Operators cost.
- 11. initial provision of passenger and baggage scanning equipment on 'Welcome' (but excluding calibration and routine servicing or repair);
- 12. initial provision of passenger and baggage brows on 'Welcome';
- 13. initial provision of 14 x mooring strops and shackles to be used for mooring vessels within Greenwich Ship Tier as per Harbour Master's specification. Provision of replacements for lost or damaged strops and shackles of agreed specification to be arranged by the Operator at the Operators cost;
- 14. issue of any Notice to Mariners that may be required as the result of a booking. Any such notice will be at the Operators cost.

#### 5 Provision of Operator Services

In connection with the proposed Agreement and at their own expense, the Operator's responsibilities (subject to discussions and inclusion in the final Agreement with the PLA) will be:

- ensure full compliance with all relevant national and international codes, conventions and legislation including but not limited to the requirements of the International Ship and Port Facility Security (ISPS) Code applicable to the operation of vessel moorings at the Tiers whenever vessels are on the Tiers and passengers, baggage, stores and waste are being moved to and from the vessel;
- 2. obtain all necessary consents and approvals for the operation of the passenger and baggage handling facilities on-board 'Welcome' and on Tower Pier as may be required by the Border Force, HM Revenue and Customs, the DfT, Police or any other relevant agency and to discuss. Any new Government or International Maritime Organisation changes/requirements with the PLA and/or the regulator concerned and then agree with the PLA what (if any) amendments are required to this Agreement to cover such changes or requirements;
- prepare, maintain and adhere to a DfT approved Port Facility Security Plan (PFSP) for the operation of passenger ships and, where appropriate and requested by the DfT and/or the PLA, appropriate plans and procedures in respect of the servicing of other vessels not subject to the ISPS Code using the Tiers:
- 4. to appoint and train appropriate personnel to be the designated Port Facility Security Officer (PFSO) who is satisfactory to both the PLA and the Department for Transport (DfT);
- 5. provide the necessary services for processing and screening passengers, crew (including the Captain and officers) pilots officials and other visitors and their baggage and anything else they have with them and the vessels' stores and equipment moving to and from vessels' moored on the Tiers in accordance with the requirements of the PFSP and any additional requirements of the DfT, PLA and/or the vessel:
- to provide security to no lesser standard than required to comply with relevant legislation and to allow the PLA to comply with its own obligations as a strategic authority and as part of regional security initiatives;
- 7. to undertake marketing to actively promote and sell the cruise ship facilities at the Central London Cruise Moorings at the Operators own cost with all advertising material / forums having been approved in advance by PLA;
- 8. to advise the PLA Harbour Master of a proposed ship call and accept the direction of the Harbour Master as to which will be the most appropriate mooring for the call;
- 9. to liaise with the Ship's Agent;
  - a. that arrangements for Tower Bridge lifts for those cruise ships going to Tower Upper Mooring have been made;
  - b. to ensure the correct placement of fendering alongside HMS 'Belfast' appropriate to a particular cruise ship call;
  - c. that arrangements for suitable pontoons and suitable piers have been made;

- to arrange passenger and baggage ship-to-shore tender services in conjunction with the customer or customers agent of a standard commensurate with the customers expectation;
- to provide porterage and baggage handling services (including the provision of necessary equipment e.g. trolleys) and provide training of all personnel involved in providing portage, baggage handling and security services;
- 12. arrange for the transfer of passengers crew pilots officials and other visitors to and from vessels on the Tiers and for baggage collection and redelivery as required by the vessel;
- 13. arrange for the security equipment to be calibrated in accordance with the regulations laid down by the DfT. Replace at its own cost, any equipment damaged whilst in its custody or care and to test the safe working of the passenger and baggage scanning equipment, sending a copy of test reports to PLA Marine Engineering;
- 14. to maintain, service, clean and replace when required suitable passenger and baggage brows for use on HMS 'Belfast' and/or 'Welcome' and to test brows as required and ensure their safe installation sending a copy of test reports to PLA Marine Engineering;
- to maintain, clean and replace security screens on HMS 'Belfast'. The Operator will be responsible for the storage, erection and dismantling of such screens;
- 16. arrange for the movement of the 'Welcome', either alongside or way from any visiting ship as maybe required, provided that she remains secure in the Welcome Moorings at all times.
- 17. should the 'Welcome' be required to leave the "Welcome Moorings" and completely vacate the tier, make arrangement through the PLA Marine Services Department, for the removal, temporary mooring and subsequent return of the 'Welcome'. Any such movement and temporary mooring arrangement will be chargeable to the Operator under commercial terms.
- 18. to maintain, service, clean and replace passenger and baggage scanning equipment at Tower Millennium Pier and 'Welcome';
- 19. for 'Welcome';
  - a. provision of water and fuel to maintain the services of facilities on board:
  - to arrange the external cleaning at such intervals as necessary and the internal cleaning each time the Operator uses the facility to maintain an attractive, clean and functional appearance;
  - c. to arrange regular and timely pump out of the onboard sewage facility to an approved contractor;
- 20. to arrange the internal cleaning of the passenger lounge on Tower Millennium Pier each time the Operator uses the facility to maintain an attractive, clean and functional appearance to comply with the requirements of London River Services:
- 21. to indemnify the PLA for breach of its covenants and to insure its liability;
- 22. to maintain insurance for that equipment which the PLA initially provided and to which the PLA has title. For the avoidance of doubt the rectification of any damage to any PLA owned equipment is the responsibility of the operator;
- 23. to maintain insurance against death or injury to any person and loss to any property;

- 24. on HMS 'Belfast' and on Tower Millennium Pier to comply with the requirements of the River Works Licences granted by the PLA under Section 66 of the Port of London Act 1968;
- 25. put in place and maintain a waste management plan approved by the Maritime & Coastguard Agency, suitable for all vessels using the Tiers that are required to comply with the regulations for the management /disposal of waste. The plan must identify all approved waste carriers that are licenced for the appropriate types of waste material included in the plan;
- 26. provide a copy of the waste management plan, including any updates, and waste carrier notes for each transfer throughout the year to the PLA;
- 27. to identify and implement a mechanism to encourage cleaner ships visiting and use of only environmentally responsible contractors in line with the PLA's Air Quality reduction Targets and Green Tariff;
- 28. to have a pollution prevention and response plan. Provide equipment to use in response to any event where polluting matter enters the river during use of the tiers or services provided under this contract. This plan should be shared and complied with by all relevant sub contractors;
- 29. to ensure that all equipment, working conditions and methods are safe and without risk to health and comply with all relevant PLA policies and regulations;
- 30. to conduct all discussions and negotiations as necessary to secure all landside facilities as may be required at Greenwich to accommodate visiting vessels. Such agreements will need to be in place at least a year in advance of booked vessel calls.

#### 6 Tender Bid Offers

The PLA is seeking an annual sum of £20,000 (Twenty Thousand Pounds) for the right to manage the central London cruise mooring facilities in each of the years covered by the Agreement. The annual sum is to be increased by not less than any increase in RPI on 1<sup>st</sup> January each year. Payment is to be invoiced by four equal instalments quarterly in advance in each of the years covered by the Agreement.

In addition, the PLA will retain the mooring fee income and charges associated with the use of Tower Pier at the rate published in the PLA Charges schedule in force at the time of the mooring. Payment is to be invoiced monthly in arrears, payable by the Operator. It is the Operators responsibility personally to pay this sum.

PLA charges for Pilotage, Vessel Conservancy and Mooring Rent fall outside of this agreement.

In the event of a late cancellation of a vessel booked to use a mooring, a cancellation fee will be due at the rate published in the PLA Charges tariff at the time the mooring was due to take place.

All charges will be subject to standard PLA Credit Terms.

#### 7 Main Contact, Viewing Arrangements and Status of Information

#### 7.1 Contacts

Prospective Operators should contact the following for further information:

Glenda Frost Head

of Risk and

Commercial Tel: (01474) 562243

Development

E-mail: glenda.frost@pla.co.uk

#### 7.2 **Viewing Arrangements**

All viewings of the moorings and/or 'Welcome' are to be strictly by appointment through the PLA with personnel from PLA Marine Services in attendance.

#### 7.3 Status of Information

At the date of this Information Pack and Business Proposal, the information contained within was believed to be correct and the PLA gives notice that:

- the particulars in this Information and Business Proposal comprise a (i) general outline only, for the guidance of prospective Operators, and do not constitute the whole or any part of an offer or Contract;
- (ii) PLA cannot guarantee the accuracy of potential business described in paragraph 2.1 and prospective Operators must not rely on these numbers but must satisfy themselves as to their accuracy.
- PLA will not be liable, in negligence or otherwise, for any loss arising (iii) from the use of these particulars:
- Charges quoted may be subject to VAT in addition; (iv)
- Reference to any equipment, fixtures or fittings or state of repair at the (v) properties shall not constitute a representation (unless otherwise stated) as to its state or condition. Prospective Operators should satisfy themselves as to whether such items are fit-for-purpose for their requirement.
- PLA will not be responsible for any fees, costs or expenses incurred by interested parties or the eventual Operator in connection with the provision of the Management Agreement and any investigations carried out in relation thereto.
- (vii) No undertaking is given that cruise vessels will not be handled by the PLA or third parties at other facilities on the river.

Dated: 16 October 2017



