

# PORT OF LIVERPOOL & PORT OF MANCHESTER

## PORT CHARGES

Operative from 1st April 2017

### PORT OF LIVERPOOL

A - VESSELS AND GOODS .....	4
1. CHARGES ON VESSELS .....	4
2. CHARGES ON GOODS .....	8
3. CHARGES ON PASSENGERS .....	10
4. ENVIRONMENTAL LEVY .....	11
5. WASTE RECEPTION LEVY .....	11
B - PILOTAGE.....	11
C - ANCILLARY SERVICES .....	16
D - QUAY RENT AND SPECIAL RENT .....	20
E - OTHER SUNDRY CHARGES .....	22
1. HOT WORK AND DIVING CONSENTS.....	22
2. ONLINE VESSEL BOOKING PORTAL ("PortLinks") .....	22
F - GENERAL CONDITIONS (MDHC) .....	23

### PORT OF MANCHESTER

A - VESSELS AND GOODS .....	24
1. CHARGES ON VESSELS .....	24
2. CANAL TOLLS .....	27
3. MOORING SERVICES.....	29
4. FRESH WATER SUPPLIED TO VESSELS .....	29
5. USE OF BERTH CHARGE AT ELLESMERE PORT FOR HEAVY LIFTS .....	29
6. WASTE RECEPTION CHARGES.....	29
B - PILOTAGE.....	29
C - TOWAGE.....	33
D - QUAY RENT AND SPECIAL RENT CHARGES .....	39
E - OTHER SUNDRY CHARGES .....	41
1. HOT WORK AND DIVING CONSENT .....	41
2. DELIVERY OF STORES TO VESSELS.....	41
3. OVERTIME CHARGES AT RUNCORN DOCKS .....	41
4. ONLINE VESSEL BOOKING PORTAL ("PortLinks") .....	42
F - GENERAL CONDITIONS (MSCC).....	43

## INTRODUCTION

1. In these terms and conditions and charging provisions, unless the context otherwise requires:
  - (a) “the Company” when used in relation to the Port of Liverpool, means The Mersey Docks and Harbour Company Limited.
  - (b) “the Company” when used in relation to the Harbour and Port of Manchester, means The Manchester Ship Canal Company Limited.
  - (c) “Coastwise” means goods moved or vessels trading between the Port and ports in Great Britain, Northern Ireland, the Isle of Man and Channel Islands, but excluding traffic between the Port and either the sea bed or an offshore installation.
  - (d) “day” means a period of 24 hours commencing at midnight, or any part thereof.
  - (e) “the docks” means the docks, quays, jetties, stages, berths, canals, transits sheds and other works, buildings and land for the time being belonging to or under the management of the Company.
  - (f) “goods” (including “cargo”) means any article or thing of any kind whatsoever including without prejudice to the generality of the foregoing fish, livestock and animals of all descriptions and also liquids and gases.
  - (g) “GT” means Gross Tons/Gross Tonnage as defined by the International Convention on the Tonnage Measurement of Ships (1969). In the case of unregistered vessels, the Company shall at its discretion estimate a GT figure for the application of any GT-based charges.
  - (h) “MDHC” means The Mersey Docks and Harbour Company Limited.
  - (i) “MSCC” means The Manchester Ship Canal Company Limited.
  - (j) “owner” when used in relation to a vessel, includes any owner, charter, master or other person having command or possession of the vessel.
  - (k) “owner” when used in relation to goods, includes any consignor, consignee, shipper or agent for the sale or custody, loading or unloading of the goods.
  - (l) “the Port” when used in relation to the Port of Liverpool, means the Port of Liverpool (including the River Mersey up to Warrington Bridge and all docks and other works, whether or not belonging to the Company, situate on or in the River, except so much of the River and such docks and works as are situate in the Port of Manchester).
  - (m) “the Port” when used in relation to the Port of Manchester, means the Harbour and Port of Manchester (which comprises the Manchester Ship Canal, the Queen Elizabeth II Dock, and so much of the navigable waters of the rivers Mersey and Irwell as lie between Hunt’s Bank in the City of Manchester and Warrington

Bridge and all channels, canals, cuts, wharves, berths, lay-bys, jetties, docks and works within those limits and Runcorn Docks).

- (n) "the Ship Canal" means that part of the Harbour and Port of Manchester comprising the Manchester Ship Canal and so much of the River Irwell as lies to the westward of Hunt's Bank in the City of Manchester, and includes the locks and docks.
- (o) "vessel" includes every description of vessel used in navigation (howsoever propelled or moved), seaplanes on the surface of the water and hover vehicles or any other structure or craft (including pontoons) navigating or lying within the Port.
2. Unless the context otherwise requires, words implying the singular include the plural and vice versa and words importing gender shall include any other gender.
  3. Unless otherwise stipulated in any special conditions relating to services and facilities provided by the Company, all vessels may enter or leave or move within the docks or use the Company's equipment or facilities or the service of its employees for or in connection with the loading, discharging or trans-shipping of cargo or in connection with repairing, fitting out, victualing, provisioning or laying-by of the vessel only with the consent of the Company and subject to:
    - (a) payment of the relevant dues or other charges;
    - (b) such terms and conditions as the Company may impose;
    - (c) the lawful directions of the Harbour Master or other appropriate officers of the Company, and
    - (d) compliance with the Statutes, Byelaws and regulations of the Company.
  4. The Company notwithstanding any consent given or arrangement made shall be at liberty to vary, postpone or cancel such arrangements for any reason whatsoever without the Company thereby incurring to any person any liability whatsoever for loss, damage, injury, delay or expense.
  5. The Company does not take any charge of or assume any responsibility whatsoever in respect of any vessel navigating or lying in the Port, or entering, leaving, moving, mooring or unmooring in the Port; all craft under such circumstances being at the sole risk of the owner, who alone is responsible for the safety and security of their vessel and moorings and also for any damage done by their vessel or servants to the docks, or to vessels or goods in or upon any part of the Port.
  6. All goods at the docks (whether in transit, laid down or deposited) are at the owner's risk in every respect. The Company has no custody of such goods and shall not be responsible for any loss or damage.
  7. Goods are not in the custody of the Company unless taken possession of by the Company as warehousemen or carriers in accordance with the Company's relevant terms and conditions from time to time in force.
  8. The Company's services shall be undertaken only in accordance with the Company's relevant terms and conditions from time to time in force. The Company requires the appropriate requisition, together with any other necessary documents, to be lodged before any service is begun.
  9. When an agent for a vessel ceases to act whilst that vessel is still in the Port and does not accept responsibility for all charges arising, that agent must at once notify the Company so that charges may be correctly debited to the responsible parties.

For further information contact:  
[liverpool@peelports.com](mailto:liverpool@peelports.com)



10. When discharging or loading a vessel, the Company may, on request, furnish to the owner or agent an estimate, to the best of its ability, of the time at which discharging or loading is likely to finish. In giving this estimate, the Company accepts no responsibility for any inaccuracy or for any delay in finishing discharging or loading.
11. The charges herein are subject to alteration at any time.

# PORT OF LIVERPOOL

The following provisions apply in respect of the Port of Liverpool.

## A - VESSELS AND GOODS

### 1. CHARGES ON VESSELS

#### 1.1 LIABILITY TO AND PAYMENT OF CHARGES ETC.

The following notes are for guidance and are largely based on the various sections relating to charges on vessels in the Acts and Orders relating to the Company from 1858 onwards. Reference should be made to these Acts and Orders in cases of doubt or difficulty.

##### (a) **Liability to Charges**

The owner and master of a vessel are jointly and severally liable for the charges thereon. Vessels are liable to charges as follows:

##### (i) **Conservancy Charges**

A vessel coming into or going out of the Port is liable to the Conservancy charge appropriate to her voyage as specified in paragraph 1.2.

##### (ii) **Berth Charges**

In addition to the Conservancy charge, a vessel entering into, leaving or making use of the docks, or in the River Mersey for commercial purposes, is liable at the time of its arrival therein to the Berth charges as specified in paragraphs 1.2 and 1.3 as appropriate.

##### (iii) **Space Occupied by Deck Cargo**

Cargo in unregistered spaces is not subject to additional charge. Berth and Conservancy charges are levied solely on the GT of the vessel.

##### (iv) **Container Vessels and Grain Vessels**

Information on charges relating to container vessels and grain vessels shall be supplied on request.

##### (b) **Vessels Loading/Discharging in the River Without Permission**

If any vessel loads or discharges cargo without the previous consent of the Company in any part of the River Mersey north of an imaginary straight line drawn from Rock Ferry Slip to the site of the former Southern basin of Harrington Dock, the master or owner of such vessel is liable, by Statute, to pay to the Company, by way of damages, not less than the full amount and not exceeding twice the full amount of the charges which would have been payable in respect of the vessel and her cargo if the vessel had loaded or discharged her cargo in one of the docks.

##### (c) **Payment of Charges**

(i) Berth and Conservancy charges are payable at the office of the Shared Financial Services Department of the Company at Maritime Centre, Port of Liverpool, Liverpool L21 1LA.

(ii) Such charges shall be paid upon the arrival of the vessel or (subject to the prior agreement of the Company) immediately upon receipt of the Company's invoice. Under The Mersey Dock Acts Consolidation Act, 1858, the Collector of Customs may refuse to accept any report or clearance of a vessel until all charges have been paid.

**(d) Claims**

A claim for the return or adjustment of charges on vessels must be made and substantiated to the Collector of Rates & Dues within one month from the date of the arrival of the relevant vessel in the Port.

**(e) Mode of Charging**

Charges on vessels are levied on the vessel's gross tonnage (GT) as follows:

- (i) One arrival with one departure of a vessel is considered as one voyage whether such vessel has traded both inwards and outwards, or arrived or departed in ballast, subject to:
  1. A vessel coming into the Port to discharge only or to discharge and load is liable to the Conservancy charge appropriate on the inward voyage as specified in paragraph 1.2.
  2. A vessel coming into the Port to load only (arriving in ballast) is liable to the Conservancy charge appropriate on the outward voyage as specified in paragraph 1.2.
  3. A vessel which either enters the docks to discharge a bulk commodity and thereafter loads in the docks a bulk commodity of a different type, general cargo or containers or which enters the docks to discharge general cargo or containers and which thereafter loads a bulk commodity shall be charged Berth charges for the period of discharge at the appropriate charge for vessels discharging or discharging/loading and, for the period of loading, the appropriate charge for vessels loading only.
- (ii) Vessels trading inwards only and leaving the Port in ballast are liable to the charges payable in respect of the most distant of all the places at which the cargo on board on her arrival was loaded.
- (iii) Vessels arriving in the Port in ballast and trading outwards only are liable to the charges payable in respect of the most distant of all the places at which the cargo on board on her leaving is to be discharged.
- (iv) Vessels arriving in the Port in ballast and leaving the Port in ballast are liable to Conservancy charges at the Coastwise rate.
- (v) Vessels coming into the Port to work cargo and arriving at and leaving the Port carrying cargo are liable to the charges payable in respect of whichever place is the most distant of all the places at which the cargo on board on her arrival was loaded and the cargo on board on her leaving is to be discharged.
- (vi) Vessels which come into the Port and enter the dock systems in both Liverpool and Birkenhead shall be liable to Berth charges assessed separately in respect of each use of the Liverpool or Birkenhead dock systems.
- (vii) Vessels finishing work prior to midnight on any day, but which remain in the Port awaiting the tide on the following day, are exempt from Berth charges in respect of that following day.
- (viii) Vessels arriving prior to midnight but which do not commence work until the following day are exempt from Berth Charges in respect of the day of arrival.
- (ix) Vessels transiting the Queens Channel or Crosby Channel, either inward or outward bound, at a draught exceeding 6.3m are liable to the Conservancy Dredging Surcharge specified in paragraph 1.2.

## 1.2 SCHEDULE OF BERTH AND CONSERVANCY CHARGES ON VESSELS

BERTH CHARGE	Charge per GT			Charge per GT		
CLASS OF VOYAGE  For vessels entering the Port of Liverpool from or leaving the Port of Liverpool for:	Vessels Discharging or Discharging/Loading			Vessels Loading Only		
	Per Day	Min.	Max.	Per Day	Min.	Max.
CLASS 1 - (excluding Grain & AFS Vessels) any place in the European Union	£0.828	£1.656	£3.312	£0.622	£1.244	£2.488
CLASS 2 - (excluding Grain & AFS Vessels) all other places	£0.966	£1.932	£4.830	£0.757	£1.514	£3.785
All AFS Vessels	£0.785	£1.570	£3.140	£0.641	£1.282	£2.564
All Grain Vessels	Berth Charges shall be quoted upon application.					
CONSERVANCY CHARGE	Charge per GT			Charger per GT		
For vessels entering the Port of Liverpool from or Leaving the Port of Liverpool for:†	Per Voyage			Per Voyage		
Any place in the UK or Ireland ("Coastwise")	£0.160			£0.160		
All other places	£0.543			£0.543		
Dredging Surcharge ‡	£0.049 per GT per Voyage					

† as determined in accordance with paragraph 1.1(e)

‡ as determined in accordance with paragraph 1.1(e)(ix)

### 1.3 SPECIAL BERTH CHARGES

- (a) **Vessels arriving in ballast etc. to use the graving docks only:**  
£0.550 per GT (plus Conservancy) - plus idle day charges per paragraph (h) if incurred.
- (b) **Vessels discharging and/or loading cargo in the River Mersey:**  
Vessels discharging/loading cargo, with the permission of the Company, at any place in the River Mersey, other than at any berth stage or jetty in the River Mersey shall be charged: £0.622 per GT/day, subject to a minimum charge of £31.10 per day (plus Conservancy).
- (c) **Vessel in the docks or the River Mersey either (i) for commercial purposes but not working cargo, (ii) for mobilisation or de-mobilisation or (iii) under arrest, receivership or detention:**  
£0.622 per GT/day, subject to a minimum charge of £31.10 per day (plus Conservancy).
- (d) **Vessels using Tranmere Oil Stages:**  
Vessels which discharge or load cargoes of crude petroleum oils and refined petroleum products (but not gases) of any nature at Tranmere, shall be charged Conservancy at the appropriate scheduled rate as specified in paragraph 1.2 in addition to a Berth Charge specified from time to time by the Company.
- (e) **Vessels using Liverpool Landing Stage:**  
Vessels which moor or discharge or load cargo at the Liverpool Landing Stage shall be charged £0.622 per GT/day, subject to a minimum charge of £31.10 per day (plus Conservancy).
- (f) **Vessels in the docks for the purpose of repairing or scrapping (other than in a graving dock) excluding any day that the vessel loads and/or discharges any cargo in the Port:**  
Vessels shall be charged £0.361 per GT/day (subject to a minimum charge of £31.05), based on the vessel's GT when entering the docks (plus Conservancy).
- (g) **Vessels in the docks to work cargo but lying idle because of non-availability of dock labour or a discharging/loading berth, or adverse weather conditions preventing the vessel from sailing:**  
For each day that the vessel lies idle, the vessel shall be charged £0.062 per GT/day (plus Conservancy). Minimum Berth Charge: £31.00 per day.
- (h) **Vessels in the docks (other than a graving dock) solely to shelter from adverse weather conditions, or laying-up (including laying-up before or after using a graving dock but excluding under arrest, receivership or detention):**  
For each day that the vessel lies idle, the vessel shall be charged £0.062 per GT/day (plus Conservancy). Minimum Berth Charge: £31.00 per day, £155.00 per call.
- (i) **Registered Fishing Vessels:**  
£0.416 per GT per day or part thereof with a minimum of £0.832 per GT and a maximum payment of £2.080 per GT to cover Berth and Conservancy charges. Idle days charges up to 20 days maximum are also included in this charge.  
Registered fishing vessels of tonnage less than 50 GT shall be deemed to measure 50 GT and shall be charged on that basis.



(j) **Vessels Embarking/Disembarking Passengers:**

Vessels which embark/disembark passengers shall be charged Conservancy at the appropriate scheduled rate as specified in paragraph 1.2 in addition to a Berth Charge specified from time to time by the Company.

**1.4 LOCKING-IN AND LOCKING-OUT**

The Company reserves the right to charge for pleasure craft, and other vessels of less than 82m in length, **£526** to lock-in and **£526** to lock-out of the docks in circumstances where such pleasure craft, and other vessels, do not use a lock in the company of one or more vessels of 82m or more in length.

**2. CHARGES ON GOODS**

- (a) Unless otherwise stipulated in any special conditions relating to services and facilities provided by the Company, all goods on or within the estate of the Company are at the owners' sole risk in every respect.
- (b) The Company shall not be responsible or liable for any loss of or damage to any goods whatsoever caused by fire or theft or the negligence or breach of duty of the Company, their servants or agents, or by weather or otherwise howsoever.

**2.1 REMOVAL OF GOODS**

Owners of goods (as defined on page 1) are liable for the payment of Quay Rent or Special Rent on all goods which remain on the dock quays after 1700 hours on the third working day next after the day on which they were landed or deposited there.

**2.2 LIABILITY TO AND PAYMENT OF CHARGES ETC.**

The following notes are for the guidance of importers and exporters and are largely based on the various sections relating to charges on goods in the Acts and Orders relating to the Company from 1858 onwards. Reference should be made to these Acts and Orders in cases of doubt or difficulty.

(a) **Liability to Charges**

The owner of the goods is liable for the charges thereon. Goods which are:

- (i) imported into the Port and brought into the docks, or landed at or deposited on or carried over the works or lands of the Company, or
- (ii) exported from the Port having at any time previously been brought into the docks, or landed at or deposited on or carried over such works or lands, or
- (iii) loaded onto vessels, or with that intention, are deposited on, or carried over the works or lands of the Company and which leave such works or lands,

are liable to Goods charges; except that goods brought into the docks from any port or place within the limits of the River Mersey or any inland canal or navigable river communicating therewith, are not liable to charges, unless subsequently exported from the Port.

- (b) Goods imported into or exported from the Port which are discharged or loaded at any place in the Port, other than the docks, seaward of an imaginary straight line drawn across the River Mersey from Eastham Ferry to the north-westerly boundary of Garston North Dock, are liable to 50% of the Goods charge.

**(c) Payment of Charges**

- (i) Goods Charges are levied in accordance with the Schedule of Goods Charges and are payable at the office of the Shared Financial Services Department of the Company at Maritime Centre, Port of Liverpool L21 1LA on importation or at time of shipment of the goods, or (subject to the prior agreement of the Company) immediately upon receipt of the Company's invoice.
- (ii) For the avoidance of doubt, importation of the goods shall be deemed to have occurred when an inward bound vessel has (1) crossed over the outer sill of the River entrance of a dock or lock within, or leading into, the Port or (2) berthed on a jetty, stage or other berthing facility belonging to or under the management of the Company and situate in the River Mersey. Under The Mersey Dock Acts Consolidation Act 1858, the Collector of Customs is not to permit or receive the entry of goods, unless the payment of the Company's charges is attested thereon.

**(d) Non Payment of Charges**

Persons who evade, neglect, or omit to pay any charges are, by Statute, liable to pay to the Company, by way of damages, in addition to such charges, a sum equal to such charges and are also liable to a penalty.

**(e) Claims**

Claims for the return of overpaid charges on goods, occasioned by over entry, must be made and substantiated to the Collector of Rates & Dues within one month from the time of the entry of such goods. Claims for exemption from charges on goods shall be allowed only if made and substantiated to the Collector of Rates & Dues within one month from the date of importation into the Port.

**(f) Documents to be Furnished - Imports**

The master or owner of every importing vessel, or his agent, must sign and leave at the Maritime Centre, within fourteen days after the final discharge of all goods imported into the docks by such vessel, a full and accurate list stating the quantities, weights and descriptions of such goods and the names of the consignees (according to the Bills of Lading) or the names of the persons actually paying the freight. On failure to leave such a list, such owner, master or agent is, by Statute, liable to a penalty.

**(g) Documents to be Furnished - Exports**

The owner, or other person acting therefor in the loading and clearing of an exporting vessel, must prepare a full and accurate list, or manifest, of all goods exported from the docks by such vessel from the Bills of Lading and freight list, and must sign and leave at the Maritime Centre, within fourteen days after clearance of such vessel, a correct transcript of such list or manifest showing the names of the shippers, according to the Bills of Lading, and on failure to do so is, by Statute liable, to a penalty.

## **2.3 EXEMPTIONS**

Persons claiming exemptions must furnish such declaration or evidence as may be required by the Company.

**(a) Goods in Transit**

Goods imported into the docks which, having been discharged in the docks are arranged to be reshipped therefrom as soon as practicable to another place, and are in fact subsequently reshipped to that place, are exempt from the payment of outward Goods charges, provided that the inward Goods charge has been paid in full.

- (b) **Goods Brought into the Docks but Discharged or Loaded Elsewhere in the Port**  
Goods brought into the Port, but not discharged or loaded therein, are exempt from the payment of Goods charges, except that if discharged or loaded elsewhere in the Port at any place seaward of an imaginary straight line drawn across the River Mersey from Eastham Ferry to the north-westerly boundary of Garston north Dock, are liable to 50% of the Goods charge.

## 2.4 SCHEDULE OF GOODS CHARGES

- (a) Unless otherwise indicated, Goods Charges are levied on the gross weight of the commodity and all packaging, per tonne or 1000 kg or part thereof. Charges are not made on the weight of containers or pallets, except when empty. Goods charges for unlisted commodities are available upon application.

<b>Charges on Imported or Exported Goods</b>	<b>Goods Charge per 1000 Kilos</b>
Cereals – imports	£5.54
Cereals – exports	£2.49
Oilseeds and oleaginous fruit etc.	£5.54
Residues and waste from the food industries etc.	£5.49
Metallic ore, slag and ash	£5.49
Mineral fuels, mineral oils etc.	£5.22
Animal and vegetable fats and oils in bulk	£5.22
Liquid chemicals in bulk	£6.32
Metals (excluding iron and steel)	£15.07
Maximum charge - all other commodities	£15.07
Minimum charge - all other commodities	£6.31

**A minimum charge of £26.27 per B/Ldg is made for all Goods Charges.**

- (b) The charge on un-weighed timber is calculated from its measurements by using the appropriate conversion factor for each category of timber. Conversion factors for specific timbers may be obtained from the Company.
- (c) The owners of goods passing over the Company's lines of railway are subject to a further charge of **£0.244** per tonne of such goods.

## 3. CHARGES ON PASSENGERS

The owner and the master of a vessel are jointly and severally liable for the charges thereon as set out below, such charges being payable on each passenger embarked at the docks onto, or disembarked at the docks from, vessels berthed in the Port and be paid to the Company before the departure of the vessel from the Port.

### **Schedule of Passenger Tolls**

For each passenger embarking for or disembarking from:

- (a) E.U. countries £5.22 per passenger  
(b) All other countries £9.36 per passenger

## 4. ENVIRONMENTAL LEVY

The owner and the master of a vessel which comes into or goes out of the Port are jointly and severally liable for the Environmental Levy thereon as set out below:

	<b>Levy per voyage</b>
(a) Category A Vessels	£0.01061 per tonne of cargo
(b) Category B Vessels	£0.00106 per GT of the vessel

**Category A Vessels:** Vessels carrying (as cargo) any oil as defined in MARPOL 73/78 Annex I Chapter 1 Regulation 1 and/or any noxious liquid substance as defined in MARPOL 73/78 Annex II Chapter 1 Regulation 1.

**Category B Vessels:** Any vessel which is not a Category A Vessel.

## 5. WASTE RECEPTION LEVY

The owner and the master of a vessel which comes into or goes out of the docks are jointly and severally liable for the waste reception levy in respect of the disposal of non-hazardous Domestic waste as set out below:

<b>Vessel GT</b>	<b>Charge per voyage</b>
(a) 0 to 3000	£26.42
(b) 3001 and over	£75.20

An additional charge of **£261** per collection shall apply for the disposal of International Catering Waste. The Company must be notified, via the Consolidated European Reporting System (CERS), at least 24 hours prior to a vessel's arrival of the approximate weight of International Catering Waste on board.

Owners and masters of vessels must make their own arrangements for the disposal of all hazardous waste.

# B - PILOTAGE

## 1. DEFINITIONS

For the purposes of this Section B, unless the context otherwise requires:

- "the Act" means the Pilotage Act 1987 and any statutory amendment or re-enactment thereof.
- "Certificate" means a Pilotage Exemption Certificate granted by the Company.
- "the Company" means The Mersey Docks and Harbour Company Limited, Maritime Centre, Port of Liverpool L21 1LA.
- "Garston Docks" means the docks at Garston.
- "Manchester Harbour Area" means the entrance locks at Eastham to the Manchester Ship Canal, the entrance lock to the Queen Elizabeth II Dock and the area of the River Mersey downstream of Warrington Bridge which forms part of the Harbour and Port of Manchester.
- "the Port" and "the Port of Liverpool" means the Port of Liverpool as defined in The Mersey Docks and Harbour Act 1971 and any statutory amendment or re-enactment thereof together with the Manchester Harbour Area and Garston Docks.

- (g) "Port Operations Control" means the Port Operations Control for the Port of Liverpool (Liverpool VTS).
- (h) "Pilot" means a pilot authorised by the Company.

## 2. PILOTAGE DIRECTIONS

The Mersey Docks and Harbour Company Limited as the Competent Harbour Authority (CHA) for the Port of Liverpool and as agent for The Manchester Ship Canal Company Limited (in respect of the Manchester Harbour Area) and Associated British Ports (in respect of Garston Docks) pursuant to the Pilotage Act of 1987 and in exercise of their powers under Section 7 of the said Act hereby give Pilotage Directions for the Port of Liverpool, the Manchester Harbour Area and Garston Docks.

Copies of such directions are available upon the Company's website or upon request from the Harbour Master's Department.

## 3. SCHEDULE OF PILOTAGE CHARGES

- (a) For piloting a vessel to or from the Bar Lanby Buoy, from or to:
  - (i) the entrance of the Manchester Ship Canal or the Queen Elizabeth II Dock, or
  - (ii) any berth or point in the Liverpool, Birkenhead or Garston Docks, or
  - (iii) any berth or point in the River Mersey,

the following charges shall be payable:

<b>Vessel GT</b>	<b>Charge per Trip</b>
Up to 800	£572
801 to 1600	£788
1601 to 3500	£1070
3501 to 7500	£1357
7501 to 12000	£1788
12001 to 15000	£2054
15001 to 20000	£2338
20001 to 30000	£2479
30001 to 40000	£2651
40001 to 50000	£2851
50001 to 60000	£3050
60001 and over	£3252

- (b) (i) For each period of 60 minutes (or part thereof) that a vessel is at anchor for weather or awaiting tide (other than the first such period) with a Pilot on board, an anchorage charge of **£41** shall be payable.
- (ii) For each period of 60 minutes (or part thereof) that a Pilot is booked to stand-by on board a vessel due to stress of weather at any berth or anchorage within the Port, a charge of **£155** shall be payable.

- (iii) For each period of 60 minutes (or part thereof) that a vessel is at anchor for vessel's business with a Pilot on board, an anchorage charge of **£155** shall be payable.

These charges shall not apply during any period that the vessel is obliged to remain at anchor due to any negligent act or omission of the Company.

- (c) For each occasion on which a vessel is navigated, or moved, within the Port, via the River Mersey, the following charges shall be payable:

<b>Vessel GT</b>	<b>Charge per Trip</b>
Up to 800	£572
801 to 1600	£788
1601 to 3500	£1070
3501 to 7500	£1357
7501 to 12000	£1788
12001 to 15000	£2054
15001 to 20000	£2338
20001 to 30000	£2479
30001 to 40000	£2651
40001 to 50000	£2851
50001 to 60000	£3050
60001 and over	£3252

The following operations shall not be deemed to be navigating or moving for the purposes of this paragraph (c), namely:

- (i) navigating or moving an inward bound vessel from an anchorage within the Port;
- (ii) navigating or moving an inward bound vessel from an anchorage within the Port to a dock;
- (iii) navigating or moving an inward bound vessel from an anchorage within the Port to await the tide or favourable weather.
- (d) For each occasion on which a vessel is required to move along the quayside and requires the service of a Pilot the fee shall be **£290**.
- (e) For each occasion on which a vessel is required to move from a berth and go to another berth within an enclosed dock in the Port or return to the same berth after swinging, then the fee shall be 50% of that charge as described in paragraph (c) of this Schedule for a vessel which is navigated or moved within the Port via the River Mersey.
- (f) (i) For each occasion on which a Pilot is booked for an inward bound vessel, but the booking is subsequently amended or cancelled with less than 2 hours' notice prior to the scheduled launch time, a charge of **£155** shall be payable.
- (ii) For each occasion on which a Pilot is booked for an outward bound vessel, or a vessel moving within the Port, but the booking is subsequently amended or cancelled with less than 2 hours' notice prior to the booked time, a charge of **£155** shall be payable. These charges shall be doubled if a Pilot attends on board or has boarded the launch and the booking is subsequently cancelled.

- (g) (i) For each hour (or part thereof) in excess of the first two hours that a Pilot booked for an outward vessel remains at the boarding point before sailing, a charge of **£155** shall be payable.
- (ii) If a Pilot remains on board, either an inward vessel or a vessel that has navigated or moved within the Port, due to either a request/direction to remain on board or because there is no safe means for the Pilot to disembark from the vessel (unless due to prevailing weather conditions, in which case the provisions of paragraph (b) of this Schedule shall apply) then a charge of **£155** per hour (or part thereof) shall be payable from the time that the vessel is all fast until such time as the Pilot has disembarked or commences a further act of pilotage, whichever is sooner.
- (h) Except as provided in paragraph (i) of this Schedule, where because of bad weather a Pilot is carried away or is boarded beyond the Port, any landing fees, travel or hotel charges incurred by the Pilot as a result of being carried away or boarded beyond the Port shall be payable together with the following sums (as applicable) for each day, or part thereof, that the Pilot is away from home, due to his being carried away or boarded beyond the Port:
- |  |       |
|--|-------|
| (i) Irish Sea Ports (including Douglas I.O.M.) | £613  |
| (ii) Other UK and Irish Ports                  | £1670 |
| (iii) Other EU Ports                           | £2505 |
| (iv) Other Ports outside EU                    | £4177 |

**(Masters, Agents and Owners are reminded that it is a serious offence under section 19 of the Pilotage Act 1987, to take an authorised Pilot out of the district without reasonable excuse, and without his consent).**

If a Pilot travels to a point beyond the Port for the purpose of boarding an inward bound vessel and the booking is cancelled (and the pilot cannot be assigned to another inward bound vessel from the same point on the same tide), then the charges as specified in paragraph (h) of this Schedule, in addition to any other cancellation charges, shall apply.

- (i) The charge for boarding or landing a Pilot at Lynas Pilot Station, Anglesey shall be **£745** per Pilot. In the event that the Pilot has to be boarded or landed at Lynas Pilot Station due to bad weather, then the charge shall be **£251** per Pilot. If a Pilot travels to Lynas Pilot Station and the booking is cancelled, after the Pilot has arrived there, a charge of **£745** shall be payable in addition to any other cancellation charges.
- (j) Where a vessel fails to comply with the procedures for Estimated Time of Arrival or Estimated Time of Departure messages provided for in the Pilotage Directions a surcharge of 50% or 25% respectively, of the relevant charge for the pilotage service required, shall be payable in addition to the relevant charge.
- (k) Where a booking for an outward bound vessel or vessel transporting (i.e., navigating or moving solely within the Port) is received outside the period 0800 hours to 1630 hours on weekdays, or 0800 hours to 1000 hours on Saturday, Sunday and Bank or other National Holidays, an additional charge of **£155** shall be payable.
- (l) Where a Pilot attends a Master or representatives of a vessel for a pre-sailing or pre-arrival consultancy, a charge of **£188** shall be payable. Where a Pilot is consulted by telephone, a charge of **£71** shall be payable.

- (m) For all vessels which require the services of a second Pilot, an additional charge, equivalent to the ordinary charge applicable to that vessel, shall be payable for the second Pilot.
- (n) If a vessel sails from a dock or river berth and, having elected to anchor in the River Mersey for any reason, discharges its Pilot (with the permission of the Company) but with a definite time for sailing on that tide or the flood of the next tide, no extra charge shall be made; but otherwise a surcharge of 50% of the ordinary charge applicable to that vessel shall be payable.
- (o) A vessel navigating to an anchorage for vessel's business (which shall include bunkering or lightening) as part of her main inward or outward voyage shall be charged a surcharge of 50% of the ordinary charge applicable to that vessel.
- (p) A vessel engaged in adjusting compasses or calibrating equipment while the Pilot is still on board shall be charged **£155** per hour (or part thereof). An additional charge of **£325** shall be payable on each occasion that a compass adjuster is transported to or from a vessel.
- (q) Where a pilotage service is performed for which no charge is provided for in this Schedule, then the Company shall be entitled to make such charge as it considers reasonable in all the circumstances for the service performed.
- (r) Charges for Pilotage Exemption Certificates are as follows:
- |   |       |
|---|-------|
| (i) Fee for issue of Certificate            | £1719 |
| (ii) Examination fee for Certificate        | £861  |
| (iii) Fee for annual renewal of Certificate | £155  |
| (iv) Fee for alterations to a Certificate   | £69   |
| (v) Fee for "check-ride"                    | £862  |
- (s) Where a vessel is piloted in the Port by a Deck Officer who holds a current Pilotage Exemption Certificate for the Port in respect of that vessel, the Company shall levy a Pilotage Exemption Charge equivalent to 12.5% of the Scheduled Pilotage Charge per movement pursuant to Section 10(3) of the Pilotage Act 1987, up to a maximum number of movements per annum of 300 in and 300 out per vessel.

#### 4. APPROPRIATION FEES

In addition to the charges otherwise payable pursuant to the Schedule of Pilotage Charges, the following charges shall also be payable per occasion where a vessel takes an appropriated Pilot, which, for the purposes of this Clause, means a Pilot appropriated by the Company to a particular Shipowner, Agent or Shipping Company on the application of that Shipowner, Agent or Shipping Company.

Vessels of 20000 GT or less navigating to or from a berth on the River Mersey or a dock in the Port from or to the Sea	£150
Vessels of 20001 GT to 40000 GT navigating to or from a berth on the River Mersey or a dock in the Port, from or to the Sea	£296
Vessels of 40001 GT to 60000 GT navigating to or from a berth on the River Mersey or a dock in the Port, from or to the Sea	£447
Vessels of 60001 GT and over navigating to or from a berth on the River Mersey or a dock in the Port, from or to the Sea	£597



Vessels of less than 1000 GT belonging to Her Majesty using Princes Stage or manoeuvring in a dock system	£150
Vessels of more than 1000 GT belonging to Her Majesty using Princes Stage or manoeuvring in a dock system	£296
Vessels navigating to or from the Port of Manchester from or to the Sea	£175
Vessels under 20000 GT lightening in Liverpool Bay or in the River Mersey	£150
Vessels of 20000 GT and over lightening in Liverpool Bay or the River Mersey	£267

## 5. PAYMENT OF CHARGES

The owner and master of a vessel are jointly and severally liable for the pilotage charges therefor. All pilotage charges shall be paid to the Company on demand, unless otherwise agreed by the Company.

## 6. VARIATION

The Pilotage Directions and pilotage charges may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

# C - ANCILLARY SERVICES

## 1. DEFINITIONS

For the purpose of this Section C, unless the context otherwise requires:

- (a) "Boatmen" shall mean the persons employed or provided by the Company to perform line-handling services, and shall include linesmen.
- (b) "the Company" means The Mersey Docks and Harbour Company Limited, whose head office is situated at Maritime Centre, Port of Liverpool L21 1LA
- (c) "craft" shall include any vessel, craft or boat provided by the Company for the performance of any service to the Hirer.
- (d) "Hirer" shall mean any owner, charterer or person in possession of any vessel, or any agent of the foregoing, who requests or uses the line-handling services of the Company.
- (e) "line-handling services" includes any operation or service related to or arising from assisting the Hirer's vessel to moor, unmoor, shift berth, adjust moorings or otherwise assisting in handling moorings or tow ropes to or from the Hirer's vessel either ashore, in attendant craft or aboard the Hirer's vessel.
- (f) "Lock" shall mean the River Entrance locks at Gladstone, Langton and Alfred Docks in the Port of Liverpool.
- (g) "Vessel" shall include any vessel, craft, or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Company agree to assist by providing services of whatsoever nature at the request, express or implied, of the Hirer.

- (h) The expression "whilst providing a service" shall cover the period commencing when the Boatmen leave their base or are otherwise in a position to receive and comply with the Hirer's request to commence providing a service, whichever is the sooner; and ending when the Boatmen return to their base, or commence providing another service, whichever is the sooner.

## **2. TERMS AND CONDITIONS**

Any agreement between the Company and a Hirer for the provision or performance of line-handling services by the Company is and shall be subject to the Company's Terms and Conditions relating thereto. Use of the Company's line-handling service shall be deemed to constitute notice of and agreement to these Terms and Conditions provided that, prior to use of the said service, the Company shall take all reasonable steps to ensure that Hirers are aware of these Terms and Conditions and that copies are available on request.

Such Terms and Conditions are available upon the Company's website or upon request from the Harbour Master's Department.

## **3. CHARGES**

- (a) The Hirer shall pay to the Company the charges in accordance with the Schedule of Ancillary Service charges hereto. The Charges in paragraphs (a) and (b) thereof are based on the vessel GT and exclude hire charges for attendant craft and crew provided at the request of the Hirer (but not otherwise).
- (b) Additional charges to those listed in the said Schedule shall be payable by the Hirer for any special service over and above normal line-handling services (such as, for example, the employment of attendant craft and crew).
- (c) Charges for docking, undocking or transporting vessels after 2400 hours Sunday and up to 2400 hours Friday, shall be at the standard day rate quoted in the Schedule hereto.
- (d) Charges for docking, undocking or transporting vessels after 2400 hours Friday and up to 2400 hours Sunday ("weekends") shall be at the standard day rate plus 50%.
- (e) Charges for docking, undocking or transporting vessels on Bank and other National Holidays (with the exception of Christmas Day, Boxing Day and New Year's Day) shall be at the standard day rate plus 100%. Rates for Christmas Day, Boxing Day and New Year's Day shall be available upon application to the Harbour Master's Department.
- (f) Charges are calculated from time of order, but the rates quoted in paragraphs (d) and (e) above, shall become due if a vessel docking crosses the outer sill of a Lock after 2400 hours Friday and up to 2400 hours Sunday, or on a Bank or other National Holiday, or when a vessel sailing, or shifting, does not 'break away' until such hours or Holidays.

## **4. ORDERS AND NOTICES**

- (a) All original orders for line-handling services are to be requested as far in advance as possible. During weekdays after 0800 and up to 1630 hours, the minimum ordering time shall be one hour in advance of the required time of the line-handling services.

- (b) An attendance charge for line-handling services at the rate of 10% of the relevant charge shall become due if an order for line-handling services is cancelled or amended without the required notice of cancellation or re-ordering, respectively being given to the Company in accordance with paragraph (c) below.
- (c) Charges for docking, undocking or transporting vessels from 1730 hours Friday and up to 0900 hours Monday and from 1730 hours Monday to Thursday inclusive and 0900 hours the following day or on a Bank or other National Holiday shall be at the appropriate rate plus 30% if the order to the Company's Ancillary Services Control is received after 1630 hours on the last normal working day before the required service.
- (d) Notices of cancellation and re-orders for line-handling services at a later time (so that no charge is applicable) shall be accepted at the following hours' notice:

<b>Time of Original Order</b>	<b>Hours' Notice for Cancellations and Re-Orders</b>
(i) from 0800 - up to 1630 weekdays	1 hour's notice
(ii) after 1630 - up to 2300 weekdays	3 hours' notice
(iii) after 2300 - up to 0800 weekdays and after 1630 Friday up to 0800 Monday	6 hours' notice

- (e) Notices of cancellation and re-orders for line-handling services to be performed at an earlier time than the original order shall be accepted at the above hours' notice and shall be charged at the appropriate rate plus 30% if the time of re-order falls after 1630 and up to 2400 hours or after 2400 and up to 0800 hours on weekdays or after 1630 hours Friday and up to 0800 hours Monday or on a Bank or other National Holiday.
- (f) If men are ordered to attend a vessel and are detained for a complete hour or more without working due to or resulting from the act or default of the Hirers, their servants, agents or independent contractors, or any other circumstances not being the act or default of the Company, then a detention charge for each complete hour of such detention at the rate of 10% of the relevant charge shall become due in addition to the relevant charge for the operation.

## 5. SCHEDULE OF CHARGES - ANCILLARY SERVICES

- (a) **Charge per Vessel for Docking or Undocking or Shifting**

<b>Vessel GT</b>	<b>Standard Day Rate †</b>
Up to 800	£93
801 to 1200	£132
1201 to 1600	£187
1601 to 2000	£245
2001 to 2500	£302
2501 to 5500	£567
5501 to 8500	£683
8501 to 12000	£807
12001 to 15500	£1056
15501 to 19000	£1182

19001 to 26000	£1302
26001 to 33000	£1557
33001 to 40000	£1869
40001 and over	£2052

† plus 50% for weekends or plus 100% for Bank/National Holidays

**(b) Charge for Vessels Berthing or Unberthing at Tranmere Oil Stages**

<b>Vessel GT</b>	<b>Standard Day Rate †</b>
0 to 2500 ‡	As (a) above
2501 to 8501	£1141
8501 to 40000	£1869
40001 and over	£2052
Men on jetty, per man	£71

† plus 50% for weekends or plus 100% for Bank/National Holidays

‡ mooring on stage only; no lines on dolphins

**(c) Charges for Other Services**

**Standard Day Rate †**

Attendant craft & crew provided in the docks at the request of the Hirer (but not otherwise), per hour	£212
Attendant craft & crew provided in the River at the request of the Hirer (but not otherwise), per hour	£352
Fendermen, per man	£71
In addition to charge for movement as above men on quay, per man.	£71
For warping along quay less than a vessel's length, securing extra moorings etc., per man	£71

† plus 50% for weekends or plus 100% for Bank/National Holidays

**(d) Charges for Hire of Fenders at Berths in Liverpool or Birkenhead (subject to availability)**

Sausage-type fender (per fender per day)	£55
Yokohama-type fender (per fender per day)	£77
Fender deployment/positioning charge (per occasion), subject to availability	£271

## 6. PAYMENT OF CHARGES

The Company's charges shall be payable by the Hirer on demand, unless otherwise agreed by the Company.

## 7. VARIATION

The Terms and Conditions and charges relating to the provision of Ancillary Services may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

## D - QUAY RENT AND SPECIAL RENT

### Regulations and Charges

#### 1. PREAMBLE

Users of the Port of Liverpool are reminded that unless specified to the contrary in any conditions issued by the Company relating to particular services or facilities, neither warehousing nor storage nor protection of goods is provided by the Company whilst such goods are on the Dock Estate, nor do the Company have custody of the same, and all goods on or within the Company's Dock Estate are at the owner's sole risk in every respect and the Company shall not be responsible for loss or damage of any nature whatsoever howsoever arising thereto.

#### 2. GENERAL RULES AND REGULATIONS

##### 2.1 DEFINITIONS

In these Regulations,

"cargo" and "goods" means any article or thing, of any kind whatsoever, including, without prejudice to the generality of the foregoing, fish, livestock and animals of all descriptions and also liquids and gases.

"the Company" means The Mersey Docks and Harbour Company Limited.

"the Company's Dock Estate" means the quays, jetties, piers, berths, transit sheds and other lands and buildings for the time being vested in, or occupied by, the Company.

The expression "working day" does not include Christmas Day, Boxing Day, New Year's Day, Good Friday or any other statutory holiday; and a fraction of a working day shall be counted as a whole working day.

##### 2.2 GOODS IN TRANSIT

Goods imported and landed or deposited at a berth for exportation from a berth are exempt (except where by Order of the Company it is otherwise provided) from payment of Quay Rent and Special Rent, provided that such goods are not an obstruction to or interfere with the working of a berth.

##### 2.3 QUAY RENT

Any goods landed or deposited on any quay or pier or in any transit shed, and not removed before 1700 hours on the third working day next after the day on which the same were so landed or deposited, are liable to Quay Rent at the rate of **£9.10** per square metre per day.

##### 2.4 SPECIAL RENT

(a) Notwithstanding their liability to Quay Rent, inward and outward goods (other than wrecked or fire damaged cargoes) landed or deposited on any quay or pier or in any transit shed shall, until further Order of the Company and subject to the provisions of

these Regulations, be permitted to remain thereon or therein, without application in that behalf, subject to the payment of Special Rent in lieu of Quay Rent. Details of such charges are available on request.

(b) Notwithstanding anything hereinbefore contained, the Company may:

- (i) extend the period for which goods shall be permitted to remain on any quay or pier or in any transit shed at a specified Special Rent, or
- (ii) refuse or withdraw, on 24 hours' notice, the privilege of Special Rent in respect of any goods.
- (iii) vary the terms for Special Rent in respect of any particular cargo at any time, and in such respects and in such manner as the Company may consider desirable.

**N.B.** Special Rent charges are payable on all goods and containers landed or deposited at the Royal Seaforth Container Terminal.

## **2.5 OVERLANDED CARGO**

Overlanded cargo shall be subject to such special rate of rent as the Company may from time to time determine.

## **2.6 OUTWARD CARGO**

Outward cargo shut out of any vessel shall be subject to such special rate of rent as the Company may from time to time determine.

## **2.7 WRECKED AND FIRE-DAMAGED CARGO**

Notwithstanding their liability to Quay Rent, wrecked or fire-damaged cargo landed or deposited on any quay or pier or in any transit shed (in each case other than at Royal Seaforth Dock) shall, until further Order of the Company, be permitted to remain thereon without application in that behalf at a rate of **£0.16** square metre per day in lieu of Quay Rent, which privilege the Company may nonetheless determine on 24 hours' notice. Thereafter Special Rent shall be charged, calculated from the original day of landing of the relevant goods.

## **2.8 PAYMENT OF CHARGES**

Quay Rent and Special Rent are chargeable to any owner, consignor, consignee, shipper or agent for the sale or custody, loading or unloading of goods, provided that should any action by the owner or agent of the vessel, or the cargo operator employed by the owner or agent, or, at the time of application for delivery of the goods, obstruct or make such delivery impossible, the rent shall be chargeable to the vessel's owner or agent or the cargo operator, as the case may be, until such time as the goods are available for delivery.

## **2.9 APPEALS**

Appeals for remission or reduction of Quay Rent or Special Rent shall be considered if made within one month from the day on which the account in respect thereof is issued; provided that the full amount of such rent has been previously paid. On any such appeal, the Company may remit the whole or any part of such Quay Rent or Special Rent.

## **3. NOTICE TO OWNERS OF GOODS**

No rental charges whatsoever are incurred by goods which are removed from the quay within 72 hours after landing.

Owners of goods are advised to give the Cargo Operator (here meaning the cargo handling company having responsibility for the delivery of the Owner's goods from the docks) advance notice of their intention to apply for collection of their goods therefrom.

## **E - OTHER SUNDRY CHARGES**

### **1. HOT WORK AND DIVING CONSENTS**

On each occasion that the Company is requested to issue a Hot Work Consent or Diving Consent, the party requesting such Consent shall pay:

- (a) When requested Monday-Friday 0900-1600: £56 per Consent
- (b) When requested outside the hours above: £560 per Consent

### **2. ONLINE VESSEL BOOKING PORTAL (“PortLinks”)**

For each occasion that the Company (i) is requested to provide or has to request clarification regarding a booking; (ii) is requested to amend a booking; or (iii) is otherwise required to intervene in the booking process, the Company reserves the right to charge the registered user of PortLinks as follows:

- (a) Request for clarification: £71 per request
- (b) Request for a single amendment to a booking: £71 per request
- (c) Intervention in the booking process: £188 per intervention †

† An intervention shall not engage the PortLinks Planning Team in more than 1 man-hour's work. If an intervention engages the PortLinks Planning Team in more than 1 man-hours work, then the Company reserves the right to (i) cancel the booking and instruct the registered user of PortLinks to resubmit same; or (ii) charge the registered user of PortLinks **£188** per man-hour for each hour or part thereof that the PortLinks Planning Team is engaged in excess of the first man-hour.

**NB** Where an intervention requires consultation with a manager from the Marine Operations Department, the Company reserves the right to levy an additional charge, and such charge shall be determined by the Company from time to time.

## **F - GENERAL CONDITIONS (MDHC)**

1. Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by the Company. The Company may charge interest on any overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
2. Value Added Tax (or any other tax required to be levied on the Company's charges) shall be payable where applicable at the appropriate rate current from time to time on and in addition to the charges specified or referred to herein. The Company's VAT Registration number is GB 618 6241 39.
3. Payments should be made payable to:  
The Mersey Docks and Harbour Company Limited  
Sort Code: 601319 A/c No. 45137641  
IBAN: GB80NWBK60131945137641  
BIC: NWBKGB2L  
Remittances should be sent to the Credit Control Section, The Mersey Docks and Harbour Company, Maritime Centre, Port of Liverpool, L21 1LA.
4. All activities undertaken and services provided by the Company are in accordance with these terms and conditions and charging provisions, and all applicable Statutes, Byelaws, Directions and Terms & Conditions for trade or the supply of services, which shall continue to apply except where varied from time to time by the Company.
5. These terms shall be governed by and construed in accordance with English Law.



# PORT OF MANCHESTER

The following provisions apply in respect of the Port of Manchester.

## A - VESSELS AND GOODS

### 1. CHARGES ON VESSELS

#### 1.1 SCHEDULE OF SHIP DUES PAYABLE ON VESSELS ENTERING OR LEAVING THE PORT OF MANCHESTER

(a) Ship Dues

Class of Voyage	Charge per GT	Rent on Ships - free period incl. day of arrival
Any place in the European Union	£1.846	14 days
All other places	£2.774	21 days

(b) Rent on Ships

Additional Ship Dues ("Rent on Ships") at the rate of **£0.15** per GT per week or part of a week, is chargeable on vessels remaining in the Port of Manchester after the expiration of the period indicated in the above table. Double this rate shall be charged for any period vessels remain in the Port of Manchester beyond eight weeks from date of entry. Quadruple this rate shall be charged for any period vessels remaining in the Port of Manchester beyond twelve weeks from date of entry.

(c) Special Ship Dues at Queen Elizabeth Dock

- (i) When a vessel has remained in Queen Elizabeth II Dock for 14 tides or more, excluding the tide on which she entered the dock, the Harbour Master may serve on the owner or master not less than 24 hours' notice requiring that special Ship Dues shall thereafter become payable in addition to the Ship Dues already payable.
- (ii) Special Ship Dues shall be at the rate of **£5268** for each tide that a vessel remains in dock after the Harbour Master's notice has expired
- (iii) Special Ship Dues shall not be payable for any tide if the owner or master proves that either:
  1. it was not reasonably practicable to complete the loading or unloading of the vessel's cargo before that tide, or
  2. the reason for the vessel remaining in the dock was attributable to no act, or neglect, or omission on the part of the vessel's owner or master, or of the previous owner or master.
- (iv) No Rent on Ships shall be payable for any period for which Special Ship Dues are payable.

#### 1.2 SHIP DUES CONDITIONS

(a) Application of Ship Dues

Ship Dues shall, subject to the following paragraphs, be calculated on a vessel's Gross Tonnage, subject to a minimum value of 100GT.

(b) **Production of Certificates of Tonnage and Registry, etc.**

The master of every registered vessel shall, on demand, produce to the Company the certificate of tonnage and registry of such vessel. Should any such master refuse or neglect to make such production on demand, he shall be liable to a fine.

(c) **Arrival and Departure Treated as One Voyage**

(i) The arrival and departure of a vessel are treated as one voyage to the Port of Manchester and vessels are liable for the Ship Dues applicable to the most distant port from which they arrive or for which they are bound; provided that, in the case of a vessel which has arrived light and departs with cargo, the port from which it arrived shall be disregarded and, in the case of a vessel which having discharged cargo in the Port of Manchester departs light, the port for which it is bound shall be disregarded.

(ii) A vessel which leaves the Port of Manchester without unloading or loading all its intended cargo and, without calling at any other port, returns in order to complete its unloading or loading shall be deemed to have made two voyages. Its first arrival and second departure shall be treated as one voyage and its intermediate departure and return shall be treated as another to or from part of the E.U., and Ship Dues are payable accordingly.

(iii) Additional Ship Dues shall not, however, be payable when the intermediate voyage is for the sole purpose of gas freeing or tank cleaning within the Mersey estuary, provided that such purpose is declared prior to a vessel's first departure (to either gas free or tank clean) from the Port.

(d) **Information as to Most Distant Port**

Any person applying to make payment for Ship Dues may be questioned as to the most distant port from which the vessel has arrived or to which the vessel is bound, and if any person shall refuse to answer any reasonable question, or shall wilfully give false or untrue answer, he shall be liable to a fine.

(e) **Reduced Ship Dues**

On application (received in accordance with paragraph (g) of these Conditions), half the scheduled Ship Dues chargeable in accordance with paragraph 1.1(a) shall be charged in any one of the following cases:

(i) on a vessel which enters the Port of Manchester light, or without discharging any cargo, and loads salt for any destination or other cargo, at least some of which is to be discharged at a foreign port;

(ii) on a vessel which arrives from a foreign port with a cargo consisting only of grain and departs light;

(iii) on any vessel which arrives from a foreign port which discharges part of its cargo at another coastwise port (or ports) on the same voyage, and which discharges in the Port of Manchester a tonnage of cargo less than one third of its gross tonnage, whether or not it loads outward cargo.

(f) **Vessels Trading to or from Great Britain and Ireland**

On application (received in accordance with paragraph (g) of these Conditions), a 55% discount on the scheduled Ship Dues chargeable in accordance with paragraph

- 1.1(a) shall be applied to vessels trading to or from all ports in Great Britain and Ireland.
- (g) Claims for the application of reduced Ship Dues pursuant to paragraphs (e) and (f) of these Conditions must be submitted to the Collector of Rates & Dues within 24 hours of the relevant vessel's departure from the Port of Manchester.
- (h) The owner and master of a vessel are jointly and severally liable for the Ship Dues thereon.

### 1.3 SHIP DUES ON PLEASURE CRAFT

- (a) Before entering the Port of Manchester, pleasure craft must comply with directions of the Harbour Master under section 8 of the Manchester Ship Canal Act 1960. Pleasure craft are not to remain in the Port of Manchester longer than necessary to complete their passage.

Per Transit	Ship Dues Charge
Eastham Locks to Ellesmere Port (or vice versa)	£65
Eastham Locks to River Weaver (or vice versa)	£65
Eastham Locks to Manchester (or vice versa)	£191 †
Ellesmere Port to River Weaver (or vice versa)	£33
Ellesmere Port to Manchester (or vice versa)	£161 †
River Weaver to Manchester (or vice versa)	£161 †

† An additional charge is payable to the Bridgewater Canal Company for each transit of Pomona Lock.

- (b) All charges are inclusive of VAT and are payable prior to commencement of each transit.
- (c) An information pack is available for the owners of pleasure craft wishing to transit the Ship Canal. The pack must be downloaded from the Company's website.

### 1.4 RUNCORN DOCKS, WESTON POINT DOCKS, WEAVER NAVIGATION & RIVER WEAVER

The following conditions apply in respect of Ship Dues for vessels navigating the Ship Canal between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham:

- (a) Any vessel whose gross tonnage exceeds 700GT and which navigates the Ship Canal whether or not solely for the purpose of passing between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham, shall be liable, in respect of the passage, to the Company's scheduled Ship Dues.
- (b) Any vessel whose gross tonnage does not exceed 700GT and which navigates the Ship Canal solely for the purpose of passing between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham, shall be liable, in respect of that passage, to two thirds of the Company's scheduled Ship Dues notwithstanding any other of these Conditions.

### 1.5 RUNCORN DOCKS DUES

Docks Dues are payable at the rate of **£0.25** per GT, notwithstanding any other of these Conditions. The owner and master of a vessel are jointly and severally liable for the Runcorn Docks Dues thereon.

## 2. CANAL TOLLS

### 2.1 SCHEDULE OF CANAL TOLLS

	<b>Per Tonne</b>
<b>(a) Bulk Liquid Traffic</b>	
Petroleum, crude, fuel, gas oil and diesel	£4.71
All other petroleum and petroleum products except chemicals	£6.93
Chemicals - Upper Canal	£7.77
Animal and vegetable oils and fats	£4.61
<b>(b) Bulk Dry Traffic</b>	
Grain and animal feeding stuffs	£5.77
Crude minerals, cement and scrap metal	£3.81
Coal, coke and patent fuels	£2.89
Salt, sea dredged sand, aggregates	£1.83
Other basic materials, ferro-alloys and chemicals	£5.83
<b>(c) Other goods not otherwise scheduled</b>	<b>£12.17</b>
<b>(d) Special Rates for Canal Tolls shall be quoted on application for the following:</b>	
Local movements within the Ship Canal	
Bulk liquid chemical - Lower Canal	
General traffic	
Passengers	
Heavy Lifts and other project cargoes	

### 2.2 LIABILITY TO AND PAYMENT OF CANAL TOLLS

- (a) Canal Tolls are payable on gross weight, based on the metric tonne of 1,000 kilos and payment shall be required upon the weights shown in the vessel's manifest or Bill of Lading where goods are not weighed by the Company.
- (b) Charges not specified and charges on containers and goods not included in the schedule shall be quoted on application.
- (c) Charges are payable to the Company prior to removal of the goods from the Port by any means whatsoever.
- (d) **Imports (foreign or coastwise):**
  - (i) Canal Tolls are payable by the owner of the goods unless otherwise agreed with the Company. The owner is deemed to be the person or company in whose name the vessel's delivery order is made out.
  - (ii) It is customary for the buyer of the goods on c.i.f. (cost, insurance and freight) terms, and for the seller of the goods ex quay or ex warehouse, to be responsible for payment of Canal Tolls, quay portorage rates and any other charges, if incurred.
  - (iii) Where, by arrangement, shipowners or their agents undertake, for the convenience of the owner of the goods, to pay Canal Tolls, they shall also pay the quay handling charges and any other charges, if incurred.

**(e) Exports (foreign or coastwise):**

- (i) The only charges normally payable by the exporter or shipper of goods are the Canal Tolls.
- (ii) The practice is that the shipowner pays for receiving the goods to quay, or into transit shed, for loading to the vessel, unless other arrangements are made with the Company.
- (iii) It is customary for the buyer of goods on f.a.s. (free alongside ship) terms and for the seller of goods f.o.b. (free on board) terms, to be responsible for the payment of Canal Tolls and any other charges, if incurred.
- (iv) Exporters of goods who have contracted to deliver f.o.b. should arrange with the shipowner, or the shipping agent, to get Customs clearance, where required, and to pay the f.o.b. charges on their behalf.
- (v) Goods not for immediate shipment can be received only by previous arrangement with the Company, or with the shipowner or agent where a loading berth is allocated to a regular line of vessels, or to a particular vessel. Special arrangements must be made before any bulk goods can be received to quay.

**(f) Bunkers**

The Canal Toll on bunkers is payable by the supplier unless otherwise agreed.

## **2.3 CONDITIONS**

- (a) All cargo, while on the property of the Company, is at the sole risk of the owner and the Company accept no responsibility for any loss or damage to such cargo whatever the cause, even if the loss or damage is caused by any act or neglect on the part of the Company's servants or agents.
- (b) Goods are not in the custody of the Company unless taken possession of by them as warehousemen.
- (c) The Company's services shall be undertaken by them only on the terms and conditions set out in their schedules from time to time in force. The Company require the appropriate requisition, together with any other necessary documents, to be lodged before any service is begun.
- (d) The Company are not responsible for delay in receiving, loading or otherwise dealing with the goods.
- (e) The Company may, by prior arrangement, accept goods on the Company's risk terms, details of which shall be provided on request.
- (f) Subject to the exceptions mentioned below, Canal Tolls are payable on all goods and passengers in vessels trading in the Ship Canal and Queen Elizabeth II Dock.

## **2.4 EXCEPTIONS**

- (a) Canal Tolls are not payable on cargo carried in vessels trading only to or from Runcorn Docks, Weston Point Docks, the Weaver Navigation and the River Weaver to Frodsham, where the vessel's draught does not exceed the difference between 4.6m and the predicted height above the Chart Datum, at Liverpool, of the tide on which the vessel passes through Eastham Locks.
- (b) Canal Tolls are not payable on goods which are brought into the Port of Manchester but which remain on board the vessel.

## **2.5 RAILWAY TOLLS**

The owners of goods passing over the Company's lines of railway are subject to a further charge of **£0.27** per tonne of such goods.

## **3. MOORING SERVICES**

The service of mooring and unmooring vessels at most points within the Port is performed by boatmen (at a charge payable direct to them) licensed by the Company.

## **4. FRESH WATER SUPPLIED TO VESSELS**

### **4.1 LOCATIONS**

Fresh water may be obtained at Queen Elizabeth II Dock, Eastham, Ellesmere Port, Stanlow, Ince Oil Berth, Runcorn Lay-Bye, Runcorn Docks and Partington Basin.

### **4.1 CHARGES**

- |  |                       |
|--|-----------------------|
| (a) Fresh Water Supply                           | £3.56 per tonne       |
| (b) Connection/Attendance Fee at Sheerlegs Berth | £16.97 per hour       |
| (c) Connection Fee at Other Locations            | £50.91 per connection |

## **5. USE OF BERTH CHARGE AT ELLESMERE PORT FOR HEAVY LIFTS**

For the use of the heavy lift berths at Ellesmere Port the following charges (in addition to any other Ship Dues or Canal Tolls) shall apply:

- |                |                       |
|----------------|-----------------------|
| (a) At Berth 1 | £1346 per working day |
| (b) At Berth 3 | £673 per working day  |

## **6. WASTE RECEPTION CHARGES**

The owner and the master of a vessel are jointly and severally liable for the waste reception charges in respect of the disposal of non-hazardous Domestic Waste and International Catering Waste as set out below:

- |  |                 |
|--|-----------------|
| (a) Vessels berthed at Queen Elizabeth II Dock | £133 per vessel |
| (b) Vessels berthed at Runcorn Docks           | £103 per vessel |

Owners and masters of vessels must make their own arrangements for the disposal of all hazardous waste.

## **B - PILOTAGE**

### **1. DEFINITIONS**

For the purposes of this Section B, unless the context otherwise requires:

- "the Act" means the Pilotage Act 1987 and any statutory amendment or re-enactment thereof.
- "Assistant Pilot" means a pilot authorised by the Company who accompanies a Pilot.
- "Certificate" means a Pilotage Exemption Certificate granted by the Company.

- (d) “the Company” means The Manchester Ship Canal Company Limited, Maritime Centre, Port of Liverpool L21 1LA.
- (e) “Pilotage District” means such sections of the Harbour as defined from time to time in Pilotage Directions.
- (f) “the Harbour” means the Harbour and Port of Manchester as defined in The Manchester Ship Canal Act 1885 and any statutory amendment or re-enactment thereof;
- (g) “Pilot” means a pilot authorised by the Company.

## 2. PILOTAGE DIRECTIONS

The Manchester Ship Canal Company, as the Competent Harbour Authority for the Harbour and Port of Manchester pursuant to the Pilotage Act 1987, and in exercise of their powers under Section 7 of the said Act, hereby give Pilotage Directions for the Harbour and Port of Manchester.

Copies of such directions are available upon the Company’s website or upon request from the Harbour Master’s Department.

## 3. SCHEDULE OF PILOTAGE CHARGES

### 3.1 ORDERS FOR PILOTAGE SERVICES

- (a) All orders for all services of Pilots and Assistant Pilots must be received by the Company as soon as possible, but with at least 3 hours’ notice prior to the intended service time.
- (b) For orders received and accepted with less than 3 hours’ notice prior to the order time, the Company reserves the right to charge a short notice fee (in addition to any other Pilotage Charges) of **£116** per Pilot and **£116** per Assistant Pilot, provided that a Pilot and Assistant Pilot (if required) can be made available at such short notice.

### 3.2 PILOTAGE SECTIONS

For the purposes of Pilotage charges, the Pilotage District is divided into various sections:

Eastham:	Eastham Locks, non-cargo working berths in Eastham Basin and Queen Elizabeth II Dock Lock.
Eastham Working Berths:	Cargo working berths in Eastham Basin and all berths in Queen Elizabeth II Dock.
Ellesmere Port:	All points upstream of the Crane Berth up to and including Ellesmere Port South Pier Head.
Stanlow & Ince:	All points upstream of Ellesmere Port South Pier Head up to and including Ince Oil Berth.
Runcorn:	All points upstream of Ince Oil Berth up to and including Wigg Wharf.
Irlam:	All points upstream of Wigg Wharf up to and including Irlam Lower Lay-by.

Manchester: All points upstream of Irlam Lower Lay-by up to and including the western side of Trafford Road Bridge.

### 3.3 PILOTAGE FROM EASTHAM TO RELEVANT SECTIONS, AND VICE VERSA

The following charges are payable, per Pilot per service. If an Assistant Pilot is also required, whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the following charges are payable, per Assistant Pilot, per service.

Vessel GT	Eastham Working	Ellesmere Port	Stanlow & Ince	Runcorn	Irlam	Manchester
Up to 800	£228	£256	£290	£316	£448	£510
801 to 1600	£228	£364	£410	£458	£638	£730
1601 to 3500	£316	£510	£572	£638	£894	£1022
3501 to 7500	£410	£654	£736	£822	£1146	£1318
7501 to 12000	£548	£876	£980	£1088	£1530	£1746
12001 to 15000	£638	£1022	£1146	-	-	-
15001 to 20000	£730	£1160	£1318	-	-	-
20001 and over	£822	£1318	£1478	-	-	-

### 3.4 EASTHAM SHIFTING

- For a vessel moved at Eastham, from the Locks to a berth in Eastham Basin (i.e., the Lay-bys, Sheerlegs Berth and Crane Berth) or vice versa; or between berths in Eastham Basin with the assistance of a Pilot, a charge of **£116** shall be payable for each service provided.
- This charge does not apply in cases where either the origin, or destination, berth (per service) is a berth where the vessel is to, or has worked, cargo (e.g., Eastham Locks to Sheerlegs Berth to discharge cargo etc.).

### 3.5 VESSELS MOVING WITHIN SECTIONS

For vessels moving within a section (as designated in paragraph 3.2 of this Schedule), a charge of **£228** shall be payable for each such service provided by a Pilot. If an Assistant Pilot is also required, whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the said charge is payable, per Assistant Pilot, per service.

### 3.6 VESSELS MOVING BETWEEN SECTIONS

- For a vessel moving between sections (as designated in paragraph 3.2 of this Schedule), a charge of **£228** plus the difference between the charge from Eastham to the points of arrival and departure (as specified in paragraph 3.3 of this Schedule) shall be payable for each such service provided by a Pilot. If an Assistant Pilot is also required whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the said charge is payable, per Assistant Pilot, per service.



- (b) When a vessel transits beyond the sections in which its berths are located (e.g., for the purpose of swinging etc.) then the charges shall be levied on the full distance through which the vessel transited.

### 3.7 VESSELS SHIFTING BETWEEN THE SHIP CANAL AND QUEEN DOCK

For a vessel shifting between the Ship Canal and Queen Elizabeth II Dock, or vice versa, both charges, as specified in paragraph 3.3 of this Schedule, shall be payable.

### 3.8 CANCELLATION

- (a) When a Pilot and Assistant Pilot (if required) are ordered to attend an incoming vessel on a specified tide, but the vessel does not arrive and the order is not cancelled, or the order is cancelled with less than 3 hours' notice prior to the order time, then a fee of **£116** per Pilot and **£116** per Assistant Pilot shall be payable.
- (b) When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is cancelled with less than 3 hours' notice prior to said order time, then a fee of **£116** per Pilot and **£116** per Assistant Pilot shall be payable.

### 3.9 AMENDMENT

- (a) When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is amended to a later time, no charge shall be payable if at least 3 hours' notice of the amendment prior to the original order time is received. In cases where less than 3 hours' notice is received, a cancellation fee of **£116** per Pilot and **£116** per Assistant Pilot shall be payable.
- (b) When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is amended to an earlier time, and at least 3 hours' notice of the amendment prior to the revised order time is provided, no charge shall be payable if the amended order is accepted. In cases where the amended order is accepted with less than 3 hours' notice prior to the revised order time, the Company reserves the right to charge a short notice fee of **£116** per Pilot and **£116** per Assistant Pilot.

### 3.10 DETENTION PRIOR TO SAILING

- (a) When a Pilot and Assistant Pilot (if required) attend a vessel due to sail from, or move within the Pilotage District, and the vessel is not ready or delayed and unable to move within 1 hour of the time of ordering, then a detention fee shall be payable as follows:

Detention up to 1 hour:	Free of Charge
For each subsequent hour or part thereof:	£116 per hour per Pilot, and £116 per hour per Assistant Pilot

- (b) In the event of the Pilot and Assistant Pilot (if required) being cancelled within the first hour of detention, a cancellation fee of **£116** per Pilot and **£116** per Assistant Pilot shall be payable.
- (c) In the event of the Pilot and Assistant Pilot (if required) being cancelled within the second or subsequent hours of detention, a cancellation fee of **£116** per Pilot and **£116** per Assistant Pilot shall be payable in addition to the detention fees specified above.
- (d) In the event that the vessel is not ready to move within two hours of ordering, then the Company reserves the right to remove the Pilot and Assistant Pilot (if required) from the vessel for other duties. The appropriate detention and cancellation fees (as specified above) shall then be payable.

- (e) In case of a cancellation, or the Pilot and Assistant Pilot (if required) leaving the vessel for other duties, then it shall be necessary to place a new order for Pilotage Services.

### **3.11 DETENTIONS ON PASSAGE DUE TO NON PORT-RELATED OPERATIONS**

Significant delays to vessels on passage of over 1 hour due to non Port-related operations shall incur a detention fee at the rate of **£109** per hour, or part thereof, per Pilot and **£109** per hour, or part thereof, per Assistant Pilot. In the case of detentions on passage caused by prevailing weather conditions, the first two hours of detention shall be free of charge.

### **3.12 PILOTAGE EXEMPTION**

The following fees are payable in respect of Pilotage Exemption Certificates:

- (a) **£356** for the issue of a Pilotage Exemption Certificate without oral examination.
- (b) **£711** for the issue of a Pilotage Exemption Certificate requiring oral examination (inclusive of one oral examination).
- (c) **£356** per annual renewal per Pilotage Exemption Certificate.
- (d) Where a vessel is piloted in the Pilotage District by a Deck Officer who holds a current Pilotage Exemption Certificate for the District in respect of that vessel, the Company shall levy a Pilotage Exemption Fee equivalent to 12.5% of the Scheduled Pilotage Charge per movement pursuant to Section 10(3) of the Pilotage Act 1987.

### **3.13 SPECIAL CHARGES**

The Company reserves the right to apply special charges in respect of unusual cargoes and vessels, or if abnormal operations are involved.

## **4. PAYMENT OF CHARGES**

The owner and master of a vessel are jointly and severally liable for the pilotage charges therefor. All pilotage charges shall be paid to the Company on demand, unless otherwise agreed by the Company.

## **5. VARIATION**

The Pilotage Directions and pilotage charges may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

## **C - TOWAGE**

### **1. SCHEDULE OF TOWAGE CHARGES**

#### **1.1 ORDERS FOR TOWAGE SERVICES**

- (a) All orders for Towage Services shall be in writing and made upon the Company's Berth Application Form. Such orders must be received by the Company as early as possible but, in any event, not less than 12 hours prior to the intended time of the relevant Towage Service.
- (b) For orders received and accepted with less than 12 hours' notice prior to the intended time of the Towage Service, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of **£475** per tug, provided that a tug can be made available at such short notice.

- (c) The Master of the vessel requiring Towage Services shall, if and when so requested, sign the Company's tug requisition form confirming the ordering of the Towage Services.
- (d) By ordering Towage Services, the Hirer is deemed to acknowledge that the vessel's owners, operators, master and agents have been informed of and have accepted this Schedule of Towage Charges and any associated Terms and Conditions.
- (e) The Company shall endeavour to supply towage at the time required, but does not guarantee to have one or more tugs always available. The Company shall not be liable for any delay or extra cost whatsoever howsoever caused that may arise from any cause in connection with the provision or non-provision of Towage Services.

## 1.2 TOWAGE SECTIONS

For the purposes of Towage Charges, the Ship Canal is divided into the following Sections:

Eastham Locks:	Eastham Locks at Ship Canal level.
Eastham Basin:	All points upstream of Eastham Locks, up to and including the Eastham Crane Berth.
Ellesmere Port, Stanlow & Ince:	All points upstream of the Eastham Crane Berth, up to and including Ince Oil Berth, but excluding the terminus basins of the Shropshire Union Canal.
Ince B:	All points upstream of Ince Oil Berth, up to and including, Ince B Berth.
Runcorn:	All points upstream of Ince B Berth, up to and including, Stonedelph, but excluding the River Weaver, Weaver Navigation and Weston Point Docks.
Irlam:	All points upstream of Stonedelph, up to and including, Irlam Lower Lay-by.
Manchester:	All points upstream of Irlam Lower Lay-by up, to and including, Manchester no.6 Dock Entrance.

## 1.3 TOWAGE SERVICES FROM SECTION TO SECTION (OR VICE VERSA)

Between and	Eastham Basin	E/Port, Stanlow & Ince	Ince B	Runcorn	Irlam	Manchester
<b>Eastham Locks</b>	(±)	£1349	£1827	£1957	£2768	£2962
<b>Eastham Basin</b>		£1349	£1827	£1957	£2768	£2962
<b>Ellesmere Port, Stanlow &amp; Ince</b>			(t)	£1550	£2450	£2915
<b>Ince B</b>				(t)	(t)	(t)
<b>Runcorn</b>					£2169	£2824
<b>Irlam</b>						£1717

Additional charges for swinging (applicable only when arising as part of the services shown above)

from/to Swinging at	Eastham Basin	E/Port, Stanlow & Ince	Ince B	Runcorn	Irlam	Manchester
Ellesmere Port, Stanlow & Ince	£2698	Inclusive	N/A	N/A	N/A	N/A
Weaver Bend	(†)	(†)	Inclusive	Inclusive	N/A	N/A
Manchester	(†)	(†)	(†)	(†)	(†)	Inclusive

(†) = Rate upon application

(‡) = Rate as applicable to a service within Eastham Basin - per paragraph 1.4 of this Schedule.

The above charges are payable per tug, per Towage Service and include the provision of Towage Services at weekends and on Bank and other Holidays with the exception of Christmas Day, Boxing Day and New Year's Day, for which the charges shall be quoted upon application.

#### 1.4 TOWAGE SERVICES WITHIN SECTIONS

For a vessel requiring Towage Services within a Section (as designated in paragraph 1.2 of this Schedule), the following charges shall be payable:

- (a) Eastham Basin: £464 per tug per hour or part thereof
- (b) Ellesmere Port, Stanlow & Ince: £464 per tug per hour or part thereof
- (c) Ince B: £540 per tug per hour or part thereof (†)
- (d) Runcorn: £553 per tug per hour or part thereof (†)
- (e) Irlam: £657 per tug per hour or part thereof (‡)
- (f) Manchester: £742 per tug per hour or part thereof (‡)

(†) Subject to a minimum charge of two hours per tug per Towage Service

(‡) Subject to a minimum charge of three hours per tug per Towage Service

These charges are also payable in the event that a tug is requested to stand-by a vessel or to hold a vessel alongside a berth within a Section of the Ship Canal.

#### 1.5 CANCELLATION

- (a) When a tug is ordered to attend a vessel for a Towage Service and such order is cancelled more than 3 hours prior to the intended service time, no fee shall be payable. Where such order is cancelled 3 hours or less prior to the intended service time, then a cancellation fee of **£464** per tug shall be payable to the Company.
- (b) When a tug is ordered to attend a vessel (but excluding the non-arrival of inward-bound vessels at Eastham Locks, (as referred to in paragraph 1.5(c) below) and the tug is in attendance as ordered, and the order is then cancelled, the charges as per paragraph 1.7(c) of this Schedule shall apply.
- (c) When a tug is ordered to attend an inward-bound vessel at Eastham Locks on a specific tide, but the vessel does not arrive on that tide and the order is not cancelled, the order shall be deemed to have lapsed and a cancellation fee of **£464** per tug shall be payable to the Company. In such cases, it shall then be necessary to place a new order for Towage Services.

## 1.6 AMENDMENT

- (a) When a tug is ordered to attend a vessel for a Towage Service and such order is amended more than 3 hours prior to the originally intended service time, to a later time, no fee shall be payable. Where such order is amended 3 hours or less prior to the originally intended service time, to a later time, then an amendment fee of **£464** per tug shall be payable to the Company (in addition to any other Towage Charges)
- (b) When a tug is ordered to attend a vessel and the tug is in attendance as ordered, and the order is then amended to a later time, the charges as per paragraph 1.7(c) of this Schedule shall apply.
- (c) When a tug is ordered to attend a vessel and such order is amended to an earlier time (and the amended order is accepted), no additional fee shall be payable if more than 5 hours' notice of the amendment is received prior to the revised intended service time. In cases where the amended order is accepted and 5 hours' notice or less is received prior to the revised intended service time, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of **£464** per tug, provided that a tug can be made available at such short notice.

## 1.7 DETENTION PRIOR TO SERVICE COMMENCING

- (a) When a tug is in attendance as ordered and the Towage Service does not commence within 30 minutes of the intended service time, a detention fee of **£553** per tug per hour, or part thereof, calculated from the intended service time until the time the Towage Service commences, shall be payable to the Company.
- (b) In the event that the Towage Service does not commence within 2 hours of the intended service time, the Company reserves the right to remove the tug from attendance for other duties. When the tug is removed from attendance in such circumstances:
  - (i) the fees detailed in paragraph 1.7(c) of this Schedule shall then be payable to the Company, and
  - (ii) it shall then be necessary to place a new order for Towage Services.
- (c) In the event that a tug is in attendance as ordered and the Towage Service is then cancelled or amended to a later time, the following fees shall be payable to the Company:
  - (i) A detention fee of **£553** per tug per hour or part thereof, calculated from the intended service time until the time the tug is dismissed (subject to a minimum charge of **£553** per tug), plus
  - (ii) A cancellation fee of **£464** per tug.

## 1.8. DETENTIONS ON PASSAGE DUE TO NON PORT-RELATED OPERATIONS

- (a) Detentions to vessels on passage of more than 30 minutes due to non Port-related operations (but not by reason of circumstances affecting the safe navigation of the vessel, unless caused by deficiencies of the vessel or the act neglect or default of its Master or crew) shall incur a detention fee payable to the Company of **£553** per tug per hour, or part thereof, calculated from the time the detention started.
- (b) In the event that such detention requires the vessel to berth at a point in the Ship Canal and the vessel remains at that point for more than 2 hours, then the Company reserves the right to remove the tug from attendance. In such circumstances, the charges relating to broken journeys, as specified in paragraph 1.9 of this Schedule,

shall apply in addition to any detention charges incurred in accordance with paragraph 1.8(a) of this Schedule.

### **1.9 BROKEN JOURNEYS**

When a vessel breaks its journey at any intermediate point, short of its destination in the Ship Canal, for any purpose required by the Company, the vessel, its owner/agent or by the berth operator (but not by reason of circumstances affecting the safe navigation of the vessel, unless caused by deficiencies of the vessel or the act neglect or default of its Master or crew), the appropriate rates as specified in paragraphs 1.3 and/or 1.4 of this Schedule shall apply to each portion of the journey. In such circumstances, each portion of the journey shall be treated as a separate Towage Service, and the ordering, amendment or cancellation thereof, shall be subject to the relevant sections of this Schedule.

### **1.10 DEAD TOWS AND VESSELS WITH INOPERATIVE STEERING GEAR**

In the case of vessels assisted without the use of main engines (dead tows) and vessels with inoperative steering gear, 20% shall be added to the relevant service charges of this Schedule.

### **1.11 TOW ROPES**

- (a) Vessels are required to provide their own tow ropes, but the Company may supply tow ropes subject to its relevant Terms and Conditions.
- (b) A charge shall be made for damage to or breakage of the Company's tow ropes whatsoever howsoever caused, otherwise than by ordinary wear and tear.

### **1.12 SPECIAL CHARGES**

The Company reserves the right to apply special charges in respect of Towage Services provided for vessels that it deems to be out of the ordinary, and/or for Towage Services that it deems to be abnormal or that are not covered by this Schedule.

### **1.13 SURCHARGES**

The Company reserves the right to apply special surcharges, payable in addition to the charges shown in this Schedule, from time to time.

## **2. PAYMENT OF CHARGES**

The hirer of the tugs, owner and master of a vessel are jointly and severally liable for the pilotage charges therefor. All pilotage charges shall be paid to the Company on demand, unless otherwise agreed by the Company.

## **3. TERMS AND CONDITIONS**

All Towage Services, including the use of the Company's tow ropes, are provided under the Company's relevant Terms and Conditions.

## **4. VARIATION**

The Terms and Conditions and charges relating to the provision of Towage Services, may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

## **5. TERMS AND CONDITIONS ON WHICH TOWAGE IS SUPPLIED**

1. The Company, its servants and agents are not to be responsible or liable for delay, damage or injury to any vessel or the persons or goods on board thereof of which the Company may undertake the towage, assisting or docking in the River Mersey or the Port of Manchester, or which may be piloted to or from any place therein, or for any loss sustained or liability incurred by anyone by reason of such delay, damage or injury or for any loss or liability incurred in consequence of any such vessel colliding with or otherwise damaging any other vessel or thing or for any damage, loss or liability of any kind whatsoever arising from the towing, docking, assisting or piloting whatever may be the cause or causes of such delay, damage, injury loss or liability that may have happened or accrued, even though arising from or occasioned by the act, omission, incompetence, negligence or default, whether wilful or not or any delay, stoppage or slowness of speed of any tug or vessel her machinery, equipment, appliances or gear engaged in towing, docking, assisting or piloting any vessel even through such defect, imperfection, insufficiency of power or unseaworthiness be in existence before or during the said services.
2. It is further agreed that on hiring of a tug for towage, docking, piloting or assistance the master and crew of such tug become in all respects the servants of, and identified with the vessel, and are under the control of the person in charge of the vessel, whilst the towage, docking, piloting or assistance are being performed.
3. Further, the hirer agrees to indemnify the Company against all losses, damage and claims whatsoever, including damage sustained by the tug and her machinery, equipment, appliances and gear, even though caused by any defect in such tug, her machinery, equipment, appliances and gear, or, by the neglect, or default, of the master, or crew, of the tug, or the servant, or agents, of the Company.
4. If a tug is engaged to tow a vessel to any place and if for any reason whatsoever she is separated from such vessel and the service is not completed, the Company shall nevertheless, be paid pro rata according to the extent to which the intended service has been carried out.
5. The Company reserve the right to substitute one tug for another and to supply a tug, or tugs, not belonging to the Company and the terms hereof shall apply to such substituted tug or tugs.
6. When tugs are in attendance at the time ordered and the vessel is not ready to proceed, or tugs are ordered and not required, a charge will be made at scheduled rates.
7. These conditions shall also be available to and shall extend to, protect the Company and its servants and agents and the Company is or shall be deemed to be, acting as principal and also as agents for all its servants, or agents, from time to time, who shall to this extent be, or be deemed to be, parties to the contract. Further the hirer of the tug(s) undertakes not to take, or cause to be taken, any proceedings which, but for this provision, it would be competent to the hirer so to do against Company, or any of its servants or agents in respect of any negligence or breach of duty, or other wrongful act by them, or any of them in relation to any tug supplied hereunder, whether or not such negligence, breach of duty, or other wrongful act, occurs before or during the carrying out of the contract and the Company shall hold this undertaking for the benefit of Company and its servants and agents.

## **6. CONDITIONS RELATING TO THE PROVISION OF TOW ROPES**

1. The Company shall endeavour to supply tow ropes at the time required, but do not guarantee to do so and shall not be responsible for delay that may arise from any cause. The Company, its servants and agents, are not to be responsible for delay that may arise from any cause, whatsoever.
2. The Company, its servants and agents, are not to be responsible or liable for delay, damage or injury to any vessel or craft or to the persons or goods on board thereof, in respect of which the company may supply tow ropes, or for any loss sustained or liability, whatsoever, incurred by reason of such delay, damage or injury, or for any loss or liability whatsoever incurred in consequence of any such vessel or craft colliding with or otherwise damaging any other vessel or thing, or for any damage, injury, loss or liability, under whatever circumstances such delay, damage, injury, loss or liability may have happened or accrued, even though arising from, or occasioned by the act, omission, incompetence, negligence or default, whether wilful or not, of the Company, its servants or agents, or any other persons, or any defect or unsuitability of, or imperfection in the tow ropes, whether patent or latent, even though such defect, unsuitability or imperfection be in existence before, or during, the period the tow ropes are used.
3. Further, the hirer agrees to indemnify the Company against all losses, damage and claims whatsoever that may occur or be sustained during the use of the tow ropes or accrue after the use of the tow ropes, even though caused by the neglect, or default, of the Company, its servants or agents or The Manchester Ship Canal Company Limited, its servants or agents.

## **D - QUAY RENT AND SPECIAL RENT CHARGES**

### **Regulations and Charges**

#### **1. PREAMBLE**

Users of the Harbour and Port of Manchester are reminded that unless specified to the contrary in any conditions issued by the Company relating to particular services or facilities, neither warehousing nor storage nor protection of goods is provided by the Company whilst such goods are on the Dock Estate, nor do the Company have custody of the same, and all goods on or within the Company's Dock Estate are at the owner's sole risk in every respect and the Company shall not be responsible for loss or damage of any nature whatsoever howsoever arising thereto.

#### **2. GENERAL RULES AND REGULATIONS**

##### **2.1 DEFINITIONS**

In these Regulations,

"cargo" and "goods" means any article or thing, of any kind whatsoever, including, without prejudice to the generality of the foregoing, fish, livestock and animals of all descriptions and also liquids and gases.

"the Company" means The Manchester Ship Canal Company Limited.



“the Company’s Dock Estate” means the quays, jetties, piers, berths, transit sheds and other lands and buildings for the time being vested in, or occupied by, the Company.

The expression “working day” does not include Christmas Day, Boxing Day, New Year’s Day, Good Friday or any other statutory holiday; and a fraction of a working day shall be counted as a whole working day.

## **2.2 GOODS IN TRANSIT**

Goods imported and landed or deposited at a berth for exportation from a berth are exempt (except where by Order of the Company it is otherwise provided) from payment of Quay Rent and Special Rent, provided that such goods are not an obstruction to or interfere with the working of a berth.

## **2.3 QUAY RENT**

Any goods landed or deposited on any quay or pier or in any transit shed, and not removed before 1700 hours on the third working day next after the day on which the same were so landed or deposited, are liable to Quay Rent at the rate of **£9.10** per square metre per day.

## **2.4 SPECIAL RENT**

(a) Notwithstanding their liability to Quay Rent, inward and outward goods (other than wrecked or fire damaged cargoes) landed or deposited on any quay or pier or in any transit shed shall, until further Order of the Company and subject to the provisions of these Regulations, be permitted to remain thereon or therein, without application in that behalf, subject to the payment of Special Rent in lieu of Quay Rent. Details of such charges are available on request.

(b) Notwithstanding anything hereinbefore contained, the Company may:

- (i) extend the period for which goods shall be permitted to remain on any quay or pier or in any transit shed at a specified Special Rent, or
- (ii) refuse or withdraw, on 24 hours’ notice, the privilege of Special Rent in respect of any goods.
- (iii) vary the terms for Special Rent in respect of any particular cargo at any time, and in such respects and in such manner as the Company may consider desirable.

## **2.5 OVERLANDED CARGO**

Overlanded cargo shall be subject to such special rate of rent as the Company may from time to time determine.

## **2.6 OUTWARD CARGO**

Outward cargo shut out of any vessel shall be subject to such special rate of rent as the Company may from time to time determine.

## **2.7 WRECKED AND FIRE-DAMAGED CARGO**

Notwithstanding their liability to Quay Rent, wrecked or fire-damaged cargo landed or deposited on any quay or pier or in any transit shed shall, until further Order of the Company, be permitted to remain thereon without application in that behalf at a rate of **£0.16** per square metre day in lieu of Quay Rent, which privilege the Company may nonetheless determine on 24 hours’ notice. Thereafter Special Rent shall be charged, calculated from the original day of landing of the relevant goods.

## **2.8 PAYMENT OF CHARGES**

Quay Rent and Special Rent are chargeable to any owner, consignor, consignee, shipper or agent for the sale or custody, loading or unloading of goods, provided that should any

action by the owner or agent of the vessel, or the cargo operator employed by the owner or agent, or, at the time of application for delivery of the goods, obstruct or make such delivery impossible, the rent shall be chargeable to the vessel's owner or agent or the cargo operator, as the case may be, until such time as the goods are available for delivery.

## **2.9 APPEALS**

Appeals for remission or reduction of Quay Rent or Special Rent shall be considered if made within one month from the day on which the account in respect thereof is issued; provided that the full amount of such rent has been previously paid. On any such appeal, the Company may remit the whole or any part of such Quay Rent or Special Rent.

## **3. NOTICE TO OWNERS OF GOODS**

No rental charges whatsoever are incurred by goods which are removed from the quay within 72 hours after landing.

Owners of goods are advised to give the Cargo Operator (here meaning the cargo handling company having responsibility for the delivery of the Owner's goods from the docks) advance notice of their intention to apply for collection of their goods therefrom.

Owners of goods are advised to give the Cargo Operator (here meaning the cargo handling company having responsibility for the delivery of the Owner's goods from the docks) advance notice of their intention to apply for collection of their goods therefrom.

## **E - OTHER SUNDRY CHARGES**

### **1. HOT WORK AND DIVING CONSENT**

On each occasion that the Company is requested to issue a Hot Work Consent or Diving Consent, the party requesting such Permit shall pay:

- |   |                  |
|---|------------------|
| (a) When requested Monday-Friday 0900-1600: | £56 per Consent  |
| (b) When requested outside the hours above: | £560 per Consent |

### **2. DELIVERY OF STORES TO VESSELS**

The Company may provide craft, if available, for delivery of stores to vessels subject to such terms and conditions as the Company may from time to time determine. Charges shall be quoted upon application.

### **3. OVERTIME CHARGES AT RUNCORN DOCKS**

For discharging and/or loading vessels at Runcorn Docks during Overtime Periods, the master or owner shall pay:

- |   |                     |
|---|---------------------|
| (d) For discharging/loading bulk cargo:   | £135 per gang hour† |
| (e) For discharging/loading bagged cargo: | £186 per gang hour† |

† plus additional charge for shunting vehicles if required.

All operations undertaken by the Company at Runcorn Docks shall be subject to the Company's "Terms and Conditions for Handling and Storing Bulk Cargo in the Harbour and Port of Manchester" from time to time in force.

#### **4. ONLINE VESSEL BOOKING PORTAL (“PortLinks”)**

For each occasion that the Company (i) is requested to provide or has to request clarification regarding a booking; (ii) is requested to amend a booking; or (iii) is otherwise required to intervene in the booking process, the Company reserves the right to charge the registered user of PortLinks as follows:

- |  |                         |
|--|-------------------------|
| (f) Request for clarification:                   | £71 per request         |
| (g) Request for a single amendment to a booking: | £71 per request         |
| (h) Intervention in the booking process:         | £188 per intervention † |

† An intervention shall not engage the PortLinks Planning Team in more than 1 man-hour's work. If an intervention engages the PortLinks Planning Team in more than 1 man-hours work, then the Company reserves the right to (i) cancel the booking and instruct the registered user of PortLinks to resubmit same; or (ii) charge the registered user of PortLinks **£188** per man-hour for each hour or part thereof that the PortLinks Planning Team is engaged in excess of the first man-hour.

**NB** Where an intervention requires consultation with a manager from the Marine Operations Department, the Company reserves the right to levy an additional charge, and such charge shall be determined by the Company from time to time.

## **F - GENERAL CONDITIONS (MSCC)**

1. Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by the Company. The Company may charge interest on any overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
2. Value Added Tax (or any other tax required to be levied on the Company's charges) shall be payable where applicable at the appropriate rate current from time to time on and in addition to the charges specified or referred to herein. The Company's VAT Registration number is GB 618 6241 39.
3. Payments should be made payable to:  
The Manchester Ship Company Limited  
Sort Code: 601319 A/c No. 45137420  
IBAN: GB33NWBK60131945137420  
BIC: NWBKGB2L  
  
Remittances should be sent to the Credit Control Section, The Mersey Docks and Harbour Company, Maritime Centre, Port of Liverpool, L21 1LA.
4. All activities undertaken and services provided by the Company are in accordance with these terms and conditions and charging provisions, and all applicable Statutes, Byelaws, Directions and Terms & Conditions for trade or the supply of services, which shall continue to apply except where varied from time to time by the Company.
5. These terms shall be governed by and construed in accordance with English Law.

## **Pilots' National Pension Fund Deficit Supplement**

As you are aware, Port Charges for the Port of Liverpool and Port of Manchester are reviewed each year on 1st April. In addition to the usual inflationary increase, and through no fault of their own, The Mersey Docks and Harbour Company Limited ("MDHC") and The Manchester Ship Canal Company Limited ("MSCC") (in respect of the Port of Liverpool and Port of Manchester respectively) find themselves in the regrettable position of having to raise a supplement to assist in funding the pension deficit of the Pilots' National Pension Fund ("PNPF") as part of their respective Pilotage Charges. The pension which the pilots benefit from is an intrinsic part of the cost of the provision of their services.

In 2010, a court ruling determined that harbour authorities which used the services of self-employed pilots who were members of the PNPf are required to contribute towards any deficit recovery plan. As a result, in common with most harbour authorities in the UK, MDHC and MSCC find themselves in the position of having to make additional significant contributions towards the pension fund deficit of the Ports' self-employed pilots. This deficit has arisen over many years and the requirement to contribute to it could not have been foreseen by MDHC, MSCC or the wider UK ports industry.

You may be aware that other harbour authorities are taking measures to collect additional charges in response to the pension fund deficit. Similarly, in response to the demands of the PNPf, MDHC and MSCC find themselves forced to apply a 17.5% increase to the pilotage related charges, in addition to the usual inflationary increase referred to above. This shall be ring-fenced in order to part-fund the respective shares of the PNPf liability allocated to MDHC and MSCC, with the balance being paid by MDHC and MSCC.

We apologise for this unavoidable increase and can assure you that the element of the charge associated with the PNPf shall be reviewed annually and modified depending on how the deficit increases or decreases over time.

We look forward to working with you over the coming year.

Yours faithfully,

**R.J.W. Blythe**  
Collector of Rates & Dues

## ENQUIRIES

SUBJECT	DEPARTMENT	CONTACT
Charge Application/ Collector of Rates & Dues	Marine Operations	+44(0) 151 949 6222
Berthing of Vessels	Marine Operations	+44(0) 151 949 6141 <i>Option 1</i>
Lock Bookings (MDHC)	Marine Operations	+44(0) 151 949 6141 <i>Option 2</i>
Pilotage Bookings (MDHC)	Marine Operations	+44(0) 151 949 6141 <i>Option 3</i>
Ancillary Services Bookings (MDHC)	Marine Operations	+44(0) 151 949 6905
Port Operations Control (MDHC)	Marine Operations	+44(0) 151 949 6649
Port Operations Control (MSCC)	Marine Operations	+44(0) 151 327 4638
Hot Work/Diving Consents (MDHC)	Marine Operations	+44(0) 151 949 6649
Hot Work/Diving Consents (MSCC)	Marine Operations	+44(0) 151 327 1244
Towage Bookings (MSCC)	Marine Operations	+44(0) 151 327 4638
Runcorn Docks Manager	Cargo Operations	+44(0) 1928 508581
Invoicing	Financial Services	+44(0) 151 949 6209
Payment of Invoices	Financial Services	+44(0) 151 949 6254
Business Development		+44(0) 151 949 6303 liverpool@peelports.com