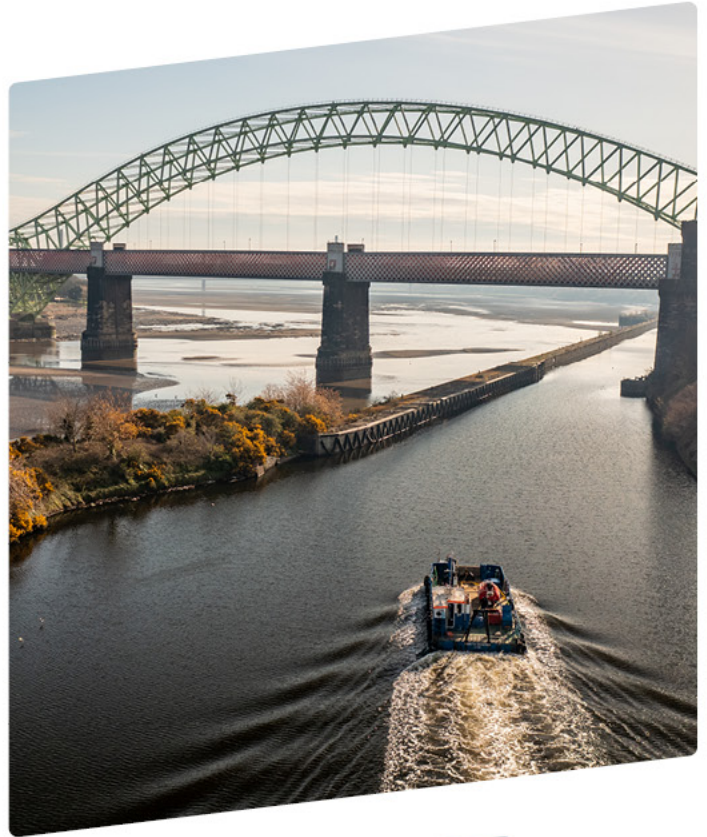




Port of Manchester

Port Dues and Charges

Operative from:
1st January 2026

Peel Ports Group
More Than Ports

Port Dues and Charges

Port of Manchester

Operative on and after 1 January 2026

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DEFINITIONS, TERMS, AND CONDITIONS

Introduction

These General Terms and Conditions and Charging Provisions, entitled “Port of Manchester Port Dues and Charges 2026”, come into effect on 1 January 2026 and apply until amended or replaced. The “Port of Manchester Port Dues and Charges 2025” will, on and after 1 January 2026, cease to have effect.

1. In these General Terms and Conditions and Charging Provisions, unless the context otherwise requires:

“Assistant Pilot”	means a pilot authorized by the Company who accompanies a Pilot;
“Cargo Operator”	means the stevedore or goods (cargo) handler having responsibility for receiving, loading, discharging, delivering, storing, or otherwise handling goods;
“charges”	means all charges, dues, tolls, rates, duties, fees, expenses, or other sums of every description payable to the Company;
“the Company”	means The Manchester Ship Canal Company Limited;
“Coastwise”	means any place in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, and Ireland, but excluding any offshore installation;
“Data Protection Legislation”	means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998 and the UK GDPR (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this document will, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation;
“day”	means a period of 24 hours commencing at midnight or any part thereof;
“the Docks”	means the docks, locks, quays, jetties, stages, berths, transits sheds, warehouses and other works, buildings and land for the time being belonging to, vested in, occupied by or under the management of the Company;
“European Union”	means the European Union excluding Ireland;
“goods”	includes any article or thing of any kind whatsoever (including any packages or containers within which they may be

	contained), and including without prejudice to the generality of the foregoing grain, fish, livestock, and animals of all descriptions and also liquids and gases;
“grain”	means cereal grains, grain legumes and oilseeds, but not fertilizer or processed grains (e.g. rape or soya meal/pellets) or products for animal feeds;
“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 will, at its discretion, estimate a GT figure for the application of any GT-based charges;
“Harbour Master”	means the harbour master appointed by the Company and includes the harbour master’s authorized deputies and assistants and any person so authorized by the Company to act in that capacity;
“Hirer”	means, in respect of Part 3 – TOWAGE only, any owner, charterer, master or other person having command or possession of any vessel, or any agent of the foregoing, who requests or uses the towage services of the Company;
“Lower Reaches”	means the section of the Ship Canal from Eastham Locks to the downstream side of Old Quay Bridge, including Queen Elizabeth II Dock;
“owner”	(a) when used in relation to a vessel, includes the owner of the vessel and any part-owner, broker, charterer, agent, master, or other person in charge of the vessel and disponent owner, consignee mortgagee in possession of the vessel or other person or persons entitled for the time being in possession of the vessel; (b) when used in relation to goods, includes any consignor, consignee, shipper or agent for the sale or custody, loading or unloading of the goods;
“Pilot”	means a pilot authorized by the Company;
“Pilotage District”	means such sections of the Port as defined from time to time in the Pilotage Directions;
“pleasure craft”	means any vessel not used solely as a tug, dredger, pontoon, or craft engaged in maintaining waterways or docks or craft wholly or mainly for the carriage of goods or passengers;
“the Port”	means the Harbour and Port of Manchester as defined in section 3 (Harbour and port of Manchester) of the Manchester

Ship Canal Act 1885 as amended by section 9 (Extending limits of harbour and port of Manchester) of the Manchester Ship Canal Act 1911 and section 16 (New works to form part of undertaking &c.) of the Manchester Ship Canal Act 1949 and all channels, canals, cuts, wharves, berths, lay-byes, jetties, docks and works within those limits and Runcorn Docks;

“Port User”	includes, without limitation, any owner, shipper, consignee, agent, Hirer, licensee, visitor, occupier, invitee or other entity or person being present at the Port and/or having access to and/or use of the Company’s infrastructure, services, or facilities;
“Services”	means any service or operation of whatsoever nature performed or provided by the Company;
“the Ship Canal”	means that part of the Port comprising the Manchester Ship Canal;
“UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data [(United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018
“Upper Reaches”	means the section of the Ship Canal from the upstream side of Old Quay Bridge to Woden Street Bridge;
“vessel”	includes any vessel, ship, lighter, keel, barge, boat, raft, pontoon, and craft of any kind howsoever navigated, propelled, or moved and, except for the purpose of levying dues, any seaplane when on the surface of the water, and hovercraft within the meaning of the Hovercraft Act 1968; and
“working day”	means any day excluding Christmas Day, Boxing Day, New Year’s Day, Good Friday, or any other statutory holiday, and a fraction of a working day will be counted as a whole working day.

2. Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender will include any other gender.
3. The acknowledgement and acceptance by the Port User, the owner or master (or their appointed agents) of these General Terms and Conditions and Charging Provisions, if not express, will be implied from any one or more of the following:
 - (a) entry into or use of the Port by any vessel;
 - (b) entry into or use of the Port by any road and rail transport;

- (c) landing, depositing, loading and storing any goods within the Port;
 - (d) embarking and disembarking any passengers within the Port;
 - (e) entry into and use of the Port by the Port User;
 - (f) requesting any Services from the Company; or
 - (g) making use of any of the Company's equipment, Services, and facilities.
4. The Company may from time to time agree specific contracts with a Port User ("specific contracts") and, in such manner as the Company may determine, issue specific terms and conditions governing the provision of certain Services and facilities ("specific terms"). These General Terms and Conditions and Charging Provisions will be supplemental to any such specific contracts or specific terms except insofar as expressly excluded thereby or inconsistent therewith, in which case those specific contracts or specific terms will prevail.
5. Where the Company has agreed to provide any Services and facilities in respect of which no charges have been assigned in these General Terms and Conditions and Charging Provisions, the charges applicable to those Services and facilities will be as determined from time to time by the Company.
6. Notwithstanding these General Terms and Conditions and Charging Provisions, the Port User must comply with and obey all statutes, byelaws, regulations, and lawful directions issued from time to time by the Company, the Harbour Master, and other appropriate officers of the Company.
7. The Port User warrants to the Company that the Port User is either the owner or the authorized agent of the owner of the vessel or goods or both and further warrants that the Port User accepts these General Terms and Conditions and Charging Provisions not only for itself but also as duly authorized agent for and on behalf of every other person (hereinafter meaning all forms of legal entity including an individual, company, body corporate (wherever incorporated or carrying on business), unincorporated association, governmental entity and a partnership and, in relation to a party who is an individual, his or her legal personal representative(s)) interested in the vessel or goods or both. Any finance company, lessor or other person having or claiming to have title to or an interest in such vessel and/or goods are advised that unless the Company is notified in writing of their title or interest in the particular vessel or goods or both prior to the commencement of any relationship between the Company and the Port User, these General Terms and Conditions and Charging Provisions will be deemed to have been accepted with the authority of such persons and such persons' rights over and in respect of the vessel or goods or both shall be subordinated to the rights of the Company under these General Terms and Conditions and Charging Provisions. Furthermore, the Port User must reimburse the Company in full and on demand for all costs and expenses suffered or incurred by the Company arising out of or in connection with any lack of authority or title on the part of the Port User.

8. Unless otherwise stipulated in any specific terms and conditions relating to Services and facilities provided by the Company, all vessels may enter or leave or move within the Port or use the Company's Docks, equipment or facilities or the service of its employees for or in connection with the loading, discharging or trans-shipping of goods 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 and other charges;
 - (b) such terms and conditions as the Company may impose;
 - (c) the lawful directions of the Harbour Master and other appropriate officers of the Company; and
 - (d) compliance with the Company's statutes, byelaws, regulations, and lawful directions.
9. The Company, notwithstanding any consent given or arrangement made, will be at liberty to vary, postpone, or cancel such consents or arrangements for any reason whatsoever without the Company thereby incurring to any person any liability whatsoever for loss, damage, injury, delay, or expense.
10. Without prejudice to any exemption from or defence to a claim of liability to which the Company would otherwise be entitled, the Company will be exempt from any and all liability whatsoever for any breach of obligation to the extent that performance of that obligation is delayed, hindered, or prevented by any event, circumstance, or incident reasonably outside the Company's direct or indirect control, such as but not limited to:
 - (a) act of God, storm, tempest, flood, or other extreme weather or natural disaster, epidemic, or pandemic;
 - (b) war, revolution, riot or civil commotion, protest, or public demonstration;
 - (c) strikes, lockouts, go-slows or other industrial action by any person or anything done in the furtherance of a trade dispute, whether within or outside the Company's direct control;
 - (d) fire (including steps taken for the extinguishment of fire), explosion, smoke, ionising radiation, radioactive contamination, terrorist activity, cyber attack, ransomware attack, or other cybersecurity issue, nuclear, chemical or biological contamination, or sonic boom;
 - (e) impact by aircraft or objects dropped or falling from them, impact by vessel or road or rail transport, blockage of any shipping channel or blockage of any access to or from a berth (including due to breakdown, mechanical failure, disrepair, or lack of personnel to operate the vessel), blockage of any road or rail access to or from or within the Port;

- (f) shortage of labour, plant, machinery, equipment, fuel or power, berthing space, storage space; interruption or failure of utility service; breakdown or mechanical failure of the Company's plant, machinery or equipment;
 - (g) directions or orders given directly or indirectly by the Company or any civil authority acting in its statutory capacity;
 - (h) theft, vandalism, damage or pollution incident;
 - (i) voluntary use of a NAABSA berth;
 - (j) insufficient depth of water at any berth or the approaches to such berth;
 - (k) the total or partial interruption or failure of the vessel traffic system or any other electronic, computing, information, data or other systems used by or offered at any time by or on behalf of the Company;
 - (l) any act of the Company (including its servants, agents, and subcontractors) that, though deliberate, is reasonably necessary for the safety or preservation of persons, the Port or any vessels or goods therein, having taken reasonable steps to mitigate where reasonably practicable to do so in the circumstances;
 - (m) import or export regulations, sanctions, or embargoes;
 - (n) any other cause whatsoever reasonably outside the Company's direct or indirect control preventing, delaying, or hindering the fulfilment of any of the Company's obligations.
11. The Company will have no liability whatsoever, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise in connection with:
- (a) any demurrage costs, lost vessel slots, other compensation, or any other loss, damage, injury, delay, or expense suffered as a result of the delay or interruption of any vessel, goods, plant or machinery or equipment (including that in the Company's ownership or control), or Services or facilities, or for their loss of use, or for their not being ready in time;
 - (b) any loss of profit;
 - (c) any loss of business, contracts, opportunity, market, charter, anticipated savings, or depletion of goodwill;
 - (d) any indirect or consequential loss or damages, costs, expenses, or other claims for consequential compensation or indirect economic loss (howsoever caused);
 - (e) any wrongful act, omission or neglect, or any breach of these Terms and Conditions or Charging Conditions by the Port User;
 - (f) any goods within the Port that do not meet the specification stated for those goods;
 - (g) its compliance with any instructions given by the Port User or any other person entitled to give them;

- (h) any information or advice given to or by the Company being inaccurate or incomplete where this incompleteness or inaccuracy could have been reasonably known to the Company at the time of the provision of the advice or information;
 - (i) any failure or inability of any Port User (including the master or owner of a vessel) to comply with their obligations under applicable laws or with all statutes, byelaws, regulations, and lawful directions issued from time to time by the Company, the Harbour Master, or other appropriate officers of the Company.
- 12. The Company does not take any charge of or assume any responsibility whatsoever in respect of any vessel navigating or lying within the Port or entering, leaving, moving, mooring, or unmooring within the Port; all vessels 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 Port, any of the Company's property, or to vessels or goods within or upon any part of the Port.
- 13. When complying with the lawful directions of the Harbour Master or other appropriate officers of the Company, every vessel will remain at the risk of the owner thereof, and all things done, whether by the Company or the owner, in pursuance of execution or intended execution of such directions will be deemed to be done by the owner and all costs and expenses incurred, including those issued by the Company, will be for the owner's account.
- 14. Unless the Company agrees to the contrary, the owner of a vessel warrants that any vessel that it brings into or causes to be within the Port will be:
 - (a) seaworthy and operated in compliance with all relevant international standards and regulatory requirements (including, by way of example only, the ISM Code, flag state, classification society and UK Maritime & Coastguard Agency or equivalent) regarding safety, stability, seaworthiness, fitness for purpose and security;
 - (b) covered by P&I insurance with reputable P&I or London market insurers in respect of third-party liability risks (including but not limited to goods (cargo) damage, pollution, and wreck removal) and for levels of cover as would normally be taken out by a prudent operator of comparable vessels in similar trades;
 and shall ensure that the vessel is operated and covered by P&I insurance in accordance with requirements (a) and (b) above, respectively, at all times that the vessel is within the Port and must provide to the Company on demand documentary evidence of such status.
- 15. Unless the Company agrees to the contrary, paragraph 5 of part 2 of schedule 7 of the Merchant Shipping Act 1995 will not apply in respect of any claim the Company may have in relation to a vessel using the Port or the Pilotage District.
- 16. When an agent for a vessel ceases to act while that vessel is within the Port and does not accept responsibility for all dues and charges arising, that agent must notify the

Company immediately so that charges may be correctly debited to the responsible parties.

17. Unless the Company agrees to the contrary, the Port User warrants that it has and will maintain insurance with a reputable insurer in respect of third party and, when necessary, employer's liability in relation to its use of the Port in an amount that will afford adequate cover against the risks concerned. The Port User must provide to the Company on demand documentary evidence of such insurance.
18. Unless the Company agrees to the contrary, the owner warrants that, while within the Port, any goods:
 - (a) are not dangerous, hazardous, poisonous, toxic, radioactive, flammable, or injurious, whether by emitting dust, gas, fumes, liquid, or otherwise, or liable to become so;
 - (b) will not contaminate or cause danger, injury, pollution, or damage to any person or property or the environment;
 - (c) are not over-heated, under-heated, rotten, mouldy, infested, verminous, or subject to fungal attack, or liable to become so;
 - (d) do not require for their safekeeping any special protection arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism, or proximity to other goods or from their flammability, but will remain safe if left standing in the open or in covered accommodation;
 - (e) do not comprise or contain unauthorised controlled substances, contraband, pornographic, sanctioned, or other illegal matter;
 - (f) are properly, accurately, and sufficiently packed, documented, marked, and labelled in accordance with all applicable laws, regulations, regulatory requirements, and codes of practice for all shipping, handling, storage, dispatch, customs, and similar purposes;
 - (g) are in a safe, fit, and proper condition to be within the Port.

The Company will be entitled (but is not obliged), at the owner's sole risk and expense, to remove and dispose of goods that are not in compliance with any part of this warranty.

19. By landing or depositing goods anywhere within the Port, the owner of the goods and the owner of the vessel (from which the goods were discharged or onto which the goods are to be loaded) jointly and severally indemnify the Company against any claims for HM Revenue & Customs duties or other taxes on the goods and for any other claims or fines against the Company from other local and national regulatory authorities or agencies in connection with the owners' use of the Port.
20. All goods within the Port (whether in transit, laid down or deposited) are at the owner's sole risk in every respect. The Company has no custody of such goods and accepts no

responsibility for any loss or damage to such goods, whatever the cause, even if the loss or damage is caused by any act or neglect on the part of the Company's servants, agents, or subcontractors.

21. Goods are not in the Company's custody unless handled and stored by the Company, in which case the Company's relevant terms and conditions in force from time to time for handling and storing goods will apply.
22. 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.
23. The Port User agrees and acknowledges that any general security provided by the Company at the Port does not in any way diminish the Port User's responsibility for the security and safekeeping of any vessel, goods or any other item or material brought into the Port. The Company makes no warranty or representation to the Port User that such security will be adequate or sufficient for the Port User's purpose.
24. The Port User warrants that it has and will maintain at its own expense any and all necessary permits, licences, or authorizations relating to its use of the Port.
25. The Port User must not bring any cranes or heavy mobile plant or equipment onto any quay unless the Company's prior written consent has been given, and the Port User must comply with any terms and conditions of such consent.
26. The Port User will not cause or permit any quay used by the Port User to be loaded in excess of the quay's load-bearing capacity. It is the Port User's responsibility to ascertain from the Company the load-bearing capacity of the quay.
27. The Port User will not deposit, permit, or suffer to be deposited or done within the Port anything that the Company, the Port Health Authority, the Environment Agency, any other civil authority or local or national regulatory body may consider dangerous or a nuisance, and the Port User will remove anything so deposited at its own expense. If, in the opinion of the Company, the Port User fails to carry out any of the requirements of this clause, the Company may undertake the necessary work at the expense of the Port User.
28. The Port User will comply in all respects with all relevant standards and conditions imposed by any civil authority or local or national regulatory body, including but not limited to the Environment Agency, or any successor or equivalent body thereto, in respect of the operations carried out within the Port by or on behalf of the Port User.
29. The Port User will take all reasonable precautions to prevent materials, substances, articles, or other deposits from falling into or entering the Port, and in any such event, the Port User will be responsible for removing the same from the Port at the Port User's

expense. The Port User will be liable for, and agrees to indemnify, defend, and hold harmless the Company against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of clean-up or control thereof arising from acts or omissions of the Port User (including its employees, agents, or subcontractors) that cause or allow discharge, spills, or leaks from any vessel, goods, road or rail transport, plant, or equipment, or otherwise of any item or material concerning the Port User's activities within the Port.

30. Except where specified herein to the contrary, all charges specified hereunder are payable to the Company on demand unless otherwise agreed by the Company.
31. Value Added Tax (or any other tax required to be levied on the Company's charges) will 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.
32. Payments must be made to:

The Manchester Ship Canal Company Limited
Sort Code: 601319 A/c No. 45137420
IBAN: GB33NWBK60131945137420
BIC: NWBKGB2L
33. Remittances must be sent to the Credit Control Section, The Manchester Ship Canal Company Limited, Maritime Centre, Port of Liverpool, L21 1LA.
34. The Company may agree to allow a Port User or its agent a credit account in relation to certain charges, subject to such conditions (such as but not limited to the period of credit) that the Company may specify from time to time.
35. If the Company (acting reasonably) considers that there is a risk that any charges levied or any future charges to be levied may not be paid by the relevant due date, the Company reserve the right, upon giving the Port User, or its agent, notice, to immediately withdraw any credit arrangement agreed and to require payment in advance (where applicable) or immediate payment on demand of the whole or part of its charges.
36. The Company reserves all its statutory rights in relation to the recovery of charges owing to it, including its rights to distrain, arrest, or sell vessels or goods for non-payment of charges in respect of such vessels or goods.
37. The Company may, subject to any statutory requirements to the contrary, at any time demand pre-payment of the whole or part of its charges.
38. Without prejudice and in addition to any other right or remedy, the Company reserves the right to charge interest at the rate of 4% above the then prevailing Lloyds Bank

Base Rate (or, in the election of the Company, statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998) on all amounts overdue and such interest will accrue on a daily basis until payment is received.

39. All charges due and owing to the Company must be paid to the Company without set-off, withholding, or deduction of any kind.
40. Where a Port User appoints an agent to pay any charges to the Company, the Port User remains ultimately responsible and liable in the event of non-payment of any such charges by its agent.
41. Nothing in these General Terms and Conditions and Charging Provisions will prejudice the Company's right to rely on any contract, convention, or statutory provision providing for limitation or exclusion of liability, including the provisions of the Merchant Shipping Acts and subordinate legislation.
42. The Company may collect and process information relating to a Port User and its appointed agent in accordance with the privacy notice that is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.
43. These General Terms and Conditions and Charging Provisions cannot be varied other than in writing by the Company.
44. These General Terms and Conditions and Charging Provisions will continue to apply except where varied from time to time by the Company and in such manner as the Company may determine.
45. The rights and powers of the Company under these General Terms and Conditions and Charging Provisions are in addition to and not in substitution for the rights and powers of the Company as the statutory harbour authority for the Port and its approaches or as the competent harbour authority for the Pilotage District, and nothing in these General Terms and Conditions and Charging Provisions will restrict, prejudice, or affect the Company's rights, powers, and duties in the exercise of its statutory functions.
46. These terms will be governed and construed according to the Laws of England by the English Courts to the exclusion of the jurisdiction of the courts of any other country.

Audit

The Company reserves the right, upon the giving of reasonable notice to the owner (and their appointed agents), master, Cargo Operator, cargo receiver or cargo shipper, to require the production of, and to receive, view and/or copy, any relevant document or material within that party's reasonable control that demonstrates and evidences the quantum or movement of any goods that may be received, loaded, discharged, delivered, stored or otherwise handled within the Port. Such documentation and materials must be provided to the Company upon request, without charge and during the Company's normal working hours.

For the purposes of undertaking periodic audits, the Company also reserves the right to review any recordings, data, reports or measurements (including but not limited to CCTV, ANPR, etc.) produced from equipment under the control of any party and used to receive, load, discharge, deliver, store or monitor goods.

Withdrawal of the United Kingdom from the European Union “Brexit”

The Company reserves all rights to introduce a Brexit surcharge or associated additional charges should legislative changes dictate a material change to the Company’s operational activities during 2026. These activities include, but are not limited to, the physical presentation of goods for examination, examination activity, or supporting administration.

Company land rights and use of natural resources

All Port Users must seek the company's permission before exploiting the Port’s natural resources, including, but not limited to, exploitation via water abstraction and discharge, marine capture, sand abstraction, harnessing of wind and wave energy, and installation of cables, pipelines or other infrastructure, equipment or kit designed to make direct or indirect use of such natural resources.

The Company is entitled to charge Port Users in relation to such exploitation of the Port’s natural resources (“Land Exploitation Levy”). Such charge may reflect the value of the resources themselves and the costs incurred by the Company in re-directing its marine operations to accommodate the Port Users’ activities.

Seafarers’ wages declaration

Under the Seafarers’ Wages Act 2023 (the “Act”) and relevant regulations, from 1 December 2024, the Company is required to demand a declaration from vessel operators that all seafarers onboard vessels are paid a wage at least equivalent to the UK’s national minimum wage while working in UK territorial waters. Failure to provide this declaration will result in a surcharge under the terms of the Act, plus an additional Port administration fee. Failure to pay the surcharge applied under the Act may result in a refusal of access.

PART 1 – VESSELS, GOODS, AND PASSENGERS

1 SHIP DUES

1.1 SCHEDULE OF SHIP DUES

(a) Ship Dues (excluding pleasure craft)

Class of voyage	Ship Dues per GT	Supplemental Ship Dues - free period incl. day of arrival
Coastwise	£1.623	7 days
To or from any place in the European Union	£3.246	14 days
To or from all other places	£4.876	21 days

(b) Supplemental Ship Dues

Supplemental Ship Dues at the rate of **£1.623** per GT per week or part of a week will be levied in respect of vessels remaining within the Port after the expiration of the free period indicated in paragraph 1.1(a). Double this rate will be charged for any period that vessels remain within the Port beyond eight weeks from the date of entry. Quadruple this rate will be charged for any period that vessels remain within the Port beyond twelve weeks from the date of entry.

(c) Special Ship Dues at Queen Elizabeth II Dock

- (i) When a vessel has remained in Queen Elizabeth II Dock for 14 tides or more, excluding the tide on which the vessel entered the dock, the Harbour Master may serve on the owner or master not less than 24 hours' notice requiring that Special Ship Dues will thereafter become payable in addition to the Ship Dues already payable.
- (ii) Special Ship Dues will be at the rate of **£9,261** for each tide that a vessel remains in dock after the Harbour Master's notice has expired.
- (iii) Special Ship Dues will 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 goods before that tide; or
 - (2) the reason for the vessel remaining in the dock was attributable to no act, neglect, or omission on the part of the vessel's owner or master or of the previous owner or master.
- (iv) Supplemental Ship Dues will not be payable for any period for which Special Ship Dues are payable.

(d) Runcorn Docks Dues

In addition to any other classes of Ship Dues that may be payable, Runcorn Docks Dues at the rate of **£0.45** per GT will be levied in respect of any vessel entering, using, or leaving Runcorn Docks, except for vessels entering, using, or leaving Runcorn Docks solely to swing before or after berthing at another location within the Port other than at Runcorn Docks.

(e) Additional Ship Dues for vessels under arrest, receivership, detention, or restriction

In addition to any other classes of Ship Dues that may be payable, a vessel under arrest, receivership, detention, or restriction will be subject to Additional Ship Dues at the rate of **£1.10** per GT per day for each day that the vessel is under arrest, receivership, detention, or restriction. This Additional Ship Due will not apply to days on which the vessel discharges or loads goods.

1.2 LIABILITY FOR AND CALCULATION OF SHIP DUES

- (a) Ship Dues apply to any vessel entering, using, or leaving the Port, and a vessel becomes liable upon entering the Port to the Ship Dues charge appropriate to its class of voyage as specified in paragraph 1.1.
- (b) The arrival and departure of a vessel are treated as one voyage to the Port, and vessels are liable for the Ship Dues applicable to the most distant port from which they arrive or for which they are bound. If a vessel that has arrived in ballast or does not discharge goods within the Port and loads goods within the Port, the port from which it arrived will be disregarded. If a vessel that has discharged goods within the Port departs in ballast or without loading goods within the Port, the port for which it is bound will be disregarded.
- (c) A vessel that leaves the Port without unloading or loading all its intended goods and, without calling at any other port, returns to complete its unloading or loading will be deemed to have made two voyages. Its first arrival and second departure will be treated as one voyage; its intermediate departure and return will be treated as a second Coastwise voyage, and Ship Dues are payable accordingly.
- (d) Ship Dues based on a second voyage will not, however, be payable when the intermediate voyage is for the sole purpose of gas freeing or cleaning cargo tanks within Liverpool Bay, provided that such purpose is declared to the Company before the vessel's departure (and by the agent booking that movement) to either gas free or tank clean and its return arrival for loading is booked at the same time.
- (e) Ship Dues will be calculated on a vessel's GT, subject to a minimum calculated value of 100 GT.
- (f) On application (received in accordance with paragraph 1.1(g)), a 45% discount on the Ship Dues payable under paragraph 1.1(a) will be applied in any one of the following cases:

- (i) On a vessel that enters the Port in ballast, or without discharging any goods, and loads salt for any destination or other goods, at least some of which will be discharged at a non-Coastwise port.
- (ii) On a vessel that arrives from a non-Coastwise port with goods consisting only of grain and departs without loading goods within the Port.
- (g) Unless the Company agrees to the contrary, claims for the application of reduced Ship Dues under paragraph 1.1(f) of these Conditions must be submitted to the Collector of Rates & Dues before the vessel departs from the Port.

1.3 SHIP DUES ON PLEASURE CRAFT

(a) Schedule of Ship Dues on pleasure craft

Transit	Ship Dues on pleasure craft
Eastham Locks to Ellesmere Port (or vice versa)	£114
Eastham Locks to River Weaver (or vice versa)	£114
Eastham Locks to Manchester (or vice versa)	£337 [†]
Ellesmere Port to River Weaver (or vice versa)	£58
Ellesmere Port to Manchester (or vice versa)	£281 [†]
River Weaver to Manchester (or vice versa)	£281 [†]

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

- (b) Before entering the Port, pleasure craft must comply with directions of the Harbour Master under section 8 of the Manchester Ship Canal Act 1960. Pleasure craft must not remain within the Port longer than necessary to complete their passage.
- (c) The charges specified in paragraph 1.3(a) are inclusive of VAT and are payable before the commencement of each transit.
- (d) An information pack for the owners of pleasure craft wishing to enter, use, or leave the Port is available to download from the Company's website.

1.4 GENERAL CONDITIONS RELATING TO SHIP DUES

- (a) Under section 26 of the Harbours Act 1964, the Company may demand, take, and recover such Ship Dues as it deems fit, or in respect of vessels which are not ships, other equivalent powers under the Manchester Ship Canal Acts and Orders 1885–2015.
- (b) Unless the Company agrees to the contrary, the owner and master of a vessel are jointly and severally liable for the Ship Dues thereon.

- (c) The master or owner of every vessel shall, on demand, produce to the Company the certificate of tonnage and registry of such vessel and details of the most distant port from which the vessel has arrived or to which the vessel is bound. Should any such master or owner refuse or neglect to make such production on demand, and if any master or owner refuses to answer any reasonable question or wilfully gives a false or untrue answer, they will, for every such offence, be liable to a penalty.
- (d) Unless the Company agrees to the contrary, Ship Dues must be paid in full to the Company before a vessel departs from the Port.
- (e) The Company may recover Ship Dues under the Harbours Docks and Piers Clauses Act 1847 and the Manchester Ship Canal Acts and Orders 1885–2015.
- (f) If the master or owner of any vessel evades the payment of any Ship Dues payable to the Company in respect of such vessel, or any part thereof, the master or owner will be liable to a penalty equal to three times the amount of the charges of which the master or owner have evaded the payment.

1.5 CONDITIONS RELATING TO SHIP DUES FOR VESSELS TRADING TO RUNCORN DOCKS, WESTON POINT DOCKS, THE WEAVER NAVIGATION OR RIVER WEAVER

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

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

2 CANAL TOLLS

2.1 SCHEDULE OF CANAL TOLLS

Type of goods	Canal Toll per tonne
Bulk liquid traffic	
Petroleum, crude, fuel, gas oil and diesel	£8.55
All other petroleum and petroleum products except chemicals	£12.60
Chemicals - Upper Reaches	£14.10

Type of goods	Canal Toll per tonne
Animal and vegetable oils and fats	£8.36
Bulk dry traffic	
Grain and animal feeding stuffs	£10.47
Crude minerals, cement, and scrap metal	£6.90
Coal, coke, and patent fuels	£5.26
Salt, sea dredged sand, aggregates	£3.31
Other basic materials, ferro-alloys, and chemicals	£10.59
All other goods not otherwise scheduled	£22.09
Passengers	£15.81 per passenger

2.2 LIABILITY FOR AND CALCULATION OF CANAL TOLLS

- Canal Tolls apply to any goods brought into, taken out of, or carried through the Port by vessel and to any passengers embarking or disembarking within the Port.
- Unless otherwise indicated, Canal Tolls on goods are levied on the gross weight of the goods and all packaging per metric tonne of 1,000 kilograms or part thereof.
- Canal Tolls are not made on the weight of containers or pallets except when containers and pallets are not transporting goods.
- Goods passing over the Company's railway lines will be subject to additional charges, which will be quoted upon application.
- The Company may, at its discretion, issue a charge to the owner of goods brought into the Port with the intention of loading those goods on board a vessel but which are subsequently removed from the Port other than on board a vessel.

2.3 GENERAL CONDITIONS RELATING TO CANAL TOLLS

- Canal Tolls on goods are goods dues under section 26 of the Harbours Act 1964.
- Canal Tolls on passengers are passenger dues under section 26 of the Harbours Act 1964.
- Under section 26 of the Harbours Act 1964, the Company may demand, take, and recover such Canal Tolls as it deems fit.
- Unless the Company agrees to the contrary, the owner of the goods is liable for the Canal Tolls thereon.
- Unless the Company elects otherwise, in respect of goods discharged within the Port, the owner of the goods will be considered to be the party to whom the goods are consigned or to whom the vessel's delivery order is made out, and in respect

of goods loaded within the Port, the owner of the goods will be considered to be the consignor of the goods.

- (f) Unless the Company agrees to the contrary, the owner and master of a vessel are jointly and severally liable for the Canal Tolls on passengers embarking or disembarking the vessel.
- (g) Unless the Company agrees to the contrary, Canal Tolls on goods must be paid in full to the Company before removal of the goods from the Port.
- (h) Unless the Company agrees to the contrary, Canal Tolls on passengers must be paid in full to the Company before a vessel departs from the Port.
- (i) The Company may recover Canal Tolls under the Harbours Docks and Piers Clauses Act 1847 and the Manchester Ship Canal Acts and Orders 1885–2015.
- (j) If the owner of any goods evades the payment of any Canal Tolls payable to the Company in respect of such goods, or any part thereof, the owner will be liable to a penalty equal to three times the amount of the charges of which the owner have evaded the payment.
- (k) If the master or owner of any vessel evades the payment of any Canal Tolls payable to the Company in respect of such vessel, or any part thereof, the master or owner will be liable to a penalty equal to three times the amount of the charges of which the master or owner have evaded the payment.
- (l) When bunkers are supplied to vessels within the Port, the supplier will be considered “the owner” of the bunkers and liable for the Canal Tolls thereon.

2.4 CANAL TOLLS: DOCUMENTS TO BE FURNISHED

- (a) Unless otherwise agreed in advance by the Company, the master or owner of every vessel discharging or loading goods or embarking or disembarking passengers must supply to the Company the following documents confirming the quantity of goods discharged or loaded or the number of passengers embarked or disembarked within the Port and the days upon which discharging, loading, embarking, or disembarking took place:
 - (i) Bills of lading, goods or passenger manifest (indicating the weight of goods and details of the shippers, consignees, and freight payers); and
 - (ii) Statement of facts.
- (b) Where the quantity of goods discharged does not match that shown on the relevant bill of lading or goods manifest, a certified discrepancy report (including details of supporting surveys, etc.) must be provided.
- (c) Confirmation of the quantity of goods discharged or loaded or the number of passengers embarked or disembarked and the required supporting documents,

together the “cargo declaration”, must be supplied by the master or owner of a vessel, via their appointed agent, to the Company within two working days from the day upon which the vessel completes discharging or loading, as appropriate.

- (d) The master or owner of a vessel who fails to provide a cargo declaration commits an offence and may be liable, upon conviction, to a fine. Appointed agents that fail to comply with the process or timescale for submitting cargo declarations, but excluding cases where the appointed agent can prove that they were not supplied with a cargo declaration by the master or owner, will incur a charge of **£604** per vessel concerned.

2.5 CANAL TOLLS EXCEPTIONS

- (a) Canal Tolls are not payable on goods carried in vessels trading only to or from Runcorn Docks, Weston Point Docks, or 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 Chart Datum (1975) of the tide at Liverpool (Gladstone Lock) on which the vessel passes through Eastham Locks.
- (b) Canal Tolls are not payable on goods brought into the Port and remaining on board the vessel without being discharged and reloaded.

3 WASTE RECEPTION CHARGES

- (a) Under regulation 13 of The Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003, the owner and the master of a vessel entering, using, or leaving the Port are jointly and severally liable for the Waste Reception Levy in respect of a contribution towards the cost of disposal of non-hazardous, dry domestic waste as set out below:

Location within the Port	Waste Reception per arrival
Queen Elizabeth II Dock	£229
Runcorn Laybye [†]	£177
Runcorn Docks	£177
At all other locations [‡]	—

[†] Excluding vessels authorized to use the waste reception facility provided by Inovyn

[‡] Charges issued by the relevant terminal or berth operator

- (b) Owners and masters of vessels must make their own arrangements for the disposal of liquid non-hazardous waste and all hazardous waste.
- (c) Waste must not be landed from vessels other than into recognized waste reception facilities provided for that purpose by the Company, the terminal operator, or the master or owner of the vessel, as appropriate. If the master of a vessel lands waste

other than into recognized waste reception facilities, the Company reserves the right (but shall not be obliged) to remove and dispose of (in any way that the Company sees fit) the waste itself, and the master or owner of the vessel must reimburse the Company in full and on demand for all costs and expenses suffered or incurred by the Company in undertaking such removal and must indemnify the Company in full and on demand for any losses suffered or incurred by the Company in connection with such removal or disposal. The Company will not be liable, answerable, or accountable to the master or owner of the vessel or any other party interested in such items for removing or disposing of the items or for the proceeds (if any) of any such disposal.

- (d) In addition to many other means available, the Company may recover charges for its services and facilities as dues under section 30 of The Manchester Ship Canal Act 1896.
- (e) Queries regarding waste reception should be addressed to:
mersey.waste@peelports.com.

5 USE OF BERTH CHARGE AT ELLESMERE PORT FOR HEAVY LIFTS

- (a) For the use of the heavy lift berths at Ellesmere Port, the following charges (in addition to any applicable Ship Dues or Canal Tolls) will apply:
 - (i) At Berth 1 £2,358 per goods-working day
 - (ii) At Berth 3 £1,178 per goods-working day
- (b) In addition to many other means available, the Company may recover charges for its services and facilities as dues under section 30 of The Manchester Ship Canal Act 1896.

PART 2 – PILOTAGE

1 PILOTAGE

The Company, as the Competent Harbour Authority for the Port under the Pilotage Act 1987, impose the following pilotage charges under section 10 of the Act at the Port.

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

The Company does not guarantee that one or more Pilots will always be available. The Company will not be liable for any delay or extra cost whatsoever howsoever caused that may arise from any cause in connection with the availability of Pilots.

2 SCHEDULE OF PILOTAGE CHARGES

2.1 ORDERS FOR PILOTAGE SERVICES

- (a) All orders for all services of Pilots and Assistant Pilots must be in writing and made upon the Company's Berth Application Form. The Company must receive such orders as early as possible but, in any event, with at least 6 hours' notice before the intended time of the relevant pilotage service.
- (b) For orders received and accepted with less than 6 hours' notice before the order time, the Company reserves the right to charge a short notice fee (in addition to any other Pilotage Charges) of **£212** per Pilot and **£212** per Assistant Pilot, provided that a Pilot and Assistant Pilot (if required) can be made available at such short notice.

2.2 PILOTAGE SECTIONS

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

Eastham:	Eastham Locks, non-goods-handling berths within Eastham Basin and Queen Elizabeth II Dock Lock.
Eastham	
Working Berths:	Goods-handling berths in Eastham Basin and all berths within 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 Laybye.

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

2.3 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	£414	£460	£530	£572	£806	£922
801 to 1,600	£414	£662	£742	£824	£1,154	£1,320
1,601 to 3,500	£572	£922	£1,036	£1,154	£1,614	£1,838
3,501 to 7,500	£742	£1,180	£1,326	£1,478	£2,062	£2,374
7,501 to 12,000	£992	£1,576	£1,764	£1,960	£2,756	£3,140
12,001 to 15,000	£1,154	£1,838	£2,062	£2,294	—	—
15,001 to 20,000	£1,320	£2,086	£2,374	—	—	—
Over 20,00	£1,478	£2,374	£2,662	—	—	—

2.4 EASTHAM SHIFTING

- For a vessel moved at Eastham from the Locks to a berth in Eastham Basin (i.e. the Laybys, Sheerlegs Berth and Crane Berth), or vice versa, or between berths in Eastham Basin with the assistance of a Pilot, a charge of **£212** is 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 goods (e.g. Eastham Locks to Sheerlegs Berth to discharge goods).

2.5 VESSELS MOVING WITHIN SECTIONS

For vessels moving within a section (as designated in paragraph 2.2), a charge of **£414** is 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.

2.6 VESSELS MOVING BETWEEN SECTIONS

- For a vessel moving between sections (as designated in paragraph 2.2), a charge of **£414** plus the difference between the charge from Eastham to the points of

arrival and departure (as specified in paragraph 2.3) is 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. to swing, etc.), charges will be levied on the full distance through which the vessel transited.

2.7 VESSELS SHIFTING BETWEEN THE SHIP CANAL AND QEII DOCK

Shifting a vessel between the Ship Canal and Queen Elizabeth II Dock, or vice versa, constitutes two acts of pilotage, the charges for which are calculated under paragraph 2.3.

2.8 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 6 hours' notice before the order time, a fee of **£212** per Pilot and **£212** per Assistant Pilot is 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 6 hours' notice before the said order time, a fee of **£212** per Pilot and **£212** per Assistant Pilot is payable.

2.9 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 will be payable if at least 6 hours' notice of the amendment is received before the original order time. In cases where less than 6 hours' notice is received, a cancellation fee of **£212** per Pilot and **£212** per Assistant Pilot is 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 6 hours' notice of the amendment is received before the revised order time, no charge will be payable if the amended order is accepted. In cases where the amended order is accepted with less than 6 hours' notice before the revised order time, the Company reserves the right to charge a short notice fee of **£212** per Pilot and **£212** per Assistant Pilot.

2.10 DETENTION BEFORE TO SAILING

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

Detention up to 1 hour:	Free of Charge
For each subsequent hour or part thereof:	£212 per hour per Pilot and £212 per hour per Assistant Pilot

- (b) If the requirement for a Pilot and Assistant Pilot (if required) is cancelled within the first hour of detention, a cancellation fee of **£212** per Pilot and **£212** per Assistant Pilot is payable.
- (c) If the requirement for a Pilot and Assistant Pilot (if required) is cancelled within the second or subsequent hours of detention, a cancellation fee of **£212** per Pilot and **£212** per Assistant Pilot is payable in addition to the detention fees specified above.
- (d) If 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) will then be payable.
- (e) In case of a cancellation or the Pilot and Assistant Pilot (if required) leaving the vessel for other duties, it will be necessary to place a new order for Pilotage Services.

2.11 DETENTIONS ON PASSAGE DUE

Significant delays to vessels on passage of over 1 hour will incur a detention fee at the rate of **£212** per hour, or part thereof, per Pilot and **£212** 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 will be free of charge.

2.12 PILOTAGE EXEMPTION

- (a) The following fees are payable in respect of Pilotage Exemption Certificates granted by the Company:

Pilotage Exemption	Charge
Check ride	£1,050 per check ride
Examination	£1,050 per examination
Certificate issue	£630 per certificate
Certificate annual renewal	£630 per certificate
Amendments to or replacement copies of Certificates	£158 per certificate

- (b) Where a vessel is piloted in the Pilotage District by a Deck Officer who holds a current Pilotage Exemption Certificate for the Pilotage District in respect of that

vessel, the Company will levy a Pilotage Exemption Fee equivalent to 13.0% of the scheduled Pilotage Charge per movement.

2.13 SPECIAL CHARGES

The Company reserves the right to apply special surcharges, payable in addition to the charges shown in this schedule, from time to time. Furthermore, where a pilotage service is performed for which no charge is provided in this schedule, the Company will be entitled to make such charge as it considers reasonable in all the circumstances for the service performed.

3 PAYMENT OF CHARGES

- (a) The Company levies pilotage charges under section 10 of the Pilotage Act 1987.
- (b) The owner and master of a vessel are jointly and severally liable for the pilotage charges therefor.
- (c) Unless the Company agrees to the contrary, pilotage charges must be paid in full to the Company before a vessel departs from the Port or, for pilotage charges incurred during a vessel's departure, upon the Company's demand for payment of those charges.
- (d) In addition to any other means available, the Company may recover pilotage charges as a civil debt or in any other manner in which ship, passenger and goods dues are recoverable by the Company.

Note: A Pilots' National Pension Fund (PNPF) deficit surcharge of 26% is included in the aforementioned charges.

PART 3 – TOWAGE

1 SCHEDULE OF TOWAGE CHARGES

1.1 ORDERS FOR TOWAGE SERVICES

- (a) All orders for Towage Services must 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 before the intended time of the relevant Towage Service.
- (b) For orders received and accepted with less than 12 hours' notice before 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 **£813** 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 requested, sign the Company's tug requisition form confirming the ordering of the Towage Services.
- (d) By ordering Towage Services, the Hirer acknowledges that the vessel's owners, operators, master, and agents have been informed of and have accepted this schedule of Towage Charges and any relevant terms and conditions.
- (e) The Company will endeavour to supply towage at the time required but does not guarantee to have one or more tugs always available. The Company will 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 NB:	All points upstream of Ince Oil Berth up to and including Ince New Berth.
Runcorn:	All points upstream of Ince New Berth up to and including Stonedelf, but excluding the River Weaver, Weaver Navigation and Weston Point Docks.
Irlam:	All points upstream of Stonedelf up to and including Irlam Lower Laybye.

Manchester: All points upstream of Irlam Lower Laybye up to and including Manchester No. 6 Dock Entrance.

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

and Between	Eastham Basin	E/Port, Stanlow & Ince	Ince NB	Runcorn	Irlam	Manchester
Eastham Locks	†	£2,308	£3,126	£3,350	£4,736	£5,068
Eastham Basin	—	£2,308	£3,126	£3,350	£4,736	£5,068
Ellesmere Port, Stanlow & Ince	—	—	‡	£2,652	£4,193	£4,989
Ince NB	—	—	—	£2,652	‡	‡
Runcorn	—	—	—	—	£3,712	£4,831
Irlam	—	—	—	—	—	£3,809

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 NB	Runcorn	Irlam	Manchester
Ellesmere Port, Stanlow & Ince	£4,616	Inclusive	—	—	—	—
Weaver Bend	‡	£1,637	Inclusive	Inclusive	—	—
Manchester	‡	‡	‡	‡	‡	Inclusive

† Rate as applicable to a service within Eastham Basin, per paragraph 1.4

‡ Rate upon application

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 except for Christmas Day, Boxing Day, and New Year's Day, for which the charges will be quoted upon application.

1.4 TOWAGE SERVICES WITHIN SECTIONS

For a vessel requiring Towage Services within a Section (as defined in paragraph 1.2), the following charges are payable:

Location	Per tug per hour or part thereof
Eastham Basin	£794
Ellesmere Port, Stanlow & Ince	£794
Ince NB	£925 [†]
Runcorn	£946 [†]
Irlam	£1,125 [‡]
Manchester	£1,269 [‡]

[†] 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 when 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 an order is cancelled more than 6 hours before the intended service time, no fee will be payable. Where such an order is cancelled 6 hours or less before the intended service time, a cancellation fee of **£794** per tug is payable.
- (b) When a tug is ordered to attend a vessel (but excluding the non-arrival of an inward-bound vessel, as referred to in paragraph 1.5(c)) and the tug is in attendance as ordered, but the order is then cancelled, the charges as per paragraph 1.7(c) will apply.
- (c) When a tug is ordered to attend an inward-bound vessel on a specific tide, but the vessel does not arrive on that tide, and the order is not cancelled, the order will be deemed to have lapsed, and a cancellation fee of **£794** per tug is payable. In such cases, it will 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 6 hours before the originally intended service time to a later time, no fee will be payable. Where such an order is amended 6 hours or less before the originally intended service time to a later time, an amendment fee of **£794** per tug is payable 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 but the order is then amended to a later time, the charges as per paragraph 1.7(c) will 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 will be payable if more than 6 hours' notice of the amendment is received before the revised intended service time. In cases where the amended order is accepted and 6 hours' notice or less is received before the revised intended service time, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of **£794** per tug, provided that a tug can be made available at such short notice.

1.7 DETENTION BEFORE A SERVICE COMMENCES

- (a) When a tug is in attendance as ordered but the Towage Service does not commence within 30 minutes of the intended service time, a detention fee of **£946** per tug per hour, or part thereof, calculated from the intended service time until the time the Towage Service commences, is payable.
- (b) If the Towage Service does not commence within 2 hours of the intended service time, then 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) are payable; and
 - (ii) it will then be necessary to place a new order for Towage Services.
- (c) If a tug is in attendance as ordered but the Towage Service is then cancelled or amended to a later time, the following fees are payable:
 - (i) A detention fee of **£946** 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 **£946** per tug), plus
 - (ii) A cancellation fee of **£794** per tug.

1.8. DETENTIONS ON PASSAGE

- (a) Detentions to vessels on passage of more than 30 minutes will incur a detention fee of **£946** per tug per hour, or part thereof, calculated from when the detention started.
- (b) If such detention requires the vessel to berth at a point in the Ship Canal and the vessel remains there for more than 2 hours, 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, will apply in addition to any detention charges incurred in accordance with paragraph 1.8(a).

1.9 BROKEN JOURNEYS

When a vessel breaks its journey for any purpose at any intermediate point short of its intended destination, the appropriate rates specified in paragraphs 1.3 and/or 1.4, will apply to each portion of the journey. In such circumstances, each portion of the journey will be treated as a separate Towage Service, and the ordering, amendment, or cancellation thereof will 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% will be added to the relevant service charges of this schedule.

1.11 TOW ROPES

- (a) Vessels must provide their own tow ropes; however, the Company may supply tow ropes subject to its relevant Terms and Conditions.
- (b) A charge will 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 for Towage Services provided for vessels that it deems to be out of the ordinary 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 from time to time, which will be payable in addition to the charges shown in this schedule.

2 PAYMENT OF CHARGES

- (a) The Hirer, owner and master of a vessel are jointly and severally liable for the towage charges therefor.
- (b) Unless the Company agrees to the contrary, towage charges must be paid in full to the Company before a vessel departs from the Port or, for towage charges incurred during a vessel's departure, upon the Company's demand for payment of those charges.
- (c) In addition to any other means available, the Company may recover towage charges as dues under section 30 of The Manchester Ship Canal Act 1896.

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.

PART 4 – QUAY RENT AND SPECIAL RENT

Regulations and charges

1 PREAMBLE

Users of the Port 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 while such goods are on the Docks, nor does the Company have custody of the same, and all goods on or within the Docks are at the owner's sole risk in every respect and the Company will not be responsible for loss or damage of any nature whatsoever howsoever arising thereto.

2 GENERAL RULES AND REGULATIONS

2.1 GOODS IN TRANSIT

Goods imported and landed or deposited at the Docks for exportation from the Docks are exempt (except whereby 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 the Docks.

2.2 QUAY RENT

Any goods landed or deposited at the Docks 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 **£15.56** per square metre per day.

2.3 SPECIAL RENT

- (a) Notwithstanding their liability to Quay Rent, inward and outward goods landed or deposited at the Docks 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 may be permitted to remain on the Docks at a specified Special Rent;
 - (ii) refuse or withdraw, on 24 hours' notice, the privilege of Special Rent in respect of any goods; or
 - (iii) vary the terms for Special Rent in respect of any particular goods at any time, and in such respects and in such manner as the Company may consider desirable.

2.4 OVERLANDED GOODS

Overlanded goods will be subject to such special rate of rent as determined from time to time by the Company.

2.5 OUTWARD GOODS

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

2.6 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 will 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.

2.7 APPEALS

Appeals for remission or reduction of Quay Rent or Special Rent will 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 that are removed from the Docks within 72 hours after landing.

Owners of goods are advised to give the Cargo Operator advance notice of their intention to apply for collection of their goods therefrom.

PART 5 – LINE HANDLING

Boatmen licensed by the Company perform the services of mooring and unmooring vessels at berths within the Port (with charges for those services payable directly to them).

As of the date of publication of this schedule, the following berths are serviced by boatmen licensed by the Company:

1. Queen Elizabeth II Lock	GAC Services (UK) Limited
2. Queen Elizabeth II Dock	GAC Services (UK) Limited
3. Eastham Sheerlegs Berth	The Manchester Ship Canal Company Limited [†]
4. Eastham Crane Berth	The Manchester Ship Canal Company Limited [†]
5. Manisty Wharf	Southwood Boatmen Limited
6. Ellesmere Port Wharf	Peel Ports Logistics Limited
7. Innospec Wharf	GAC Services (UK) Limited
8. Stanlow Chemical Berth	Stanlow Terminals Limited
9. Stanlow Oil Docks Nos. 1 & 2	Stanlow Terminals Limited
10. Stanlow Laybye	Stanlow Terminals Limited
11. Ince Coaster Berth	Stanlow Terminals Limited
12. Ince Oil Berth	Stanlow Terminals Limited
13. Ince New Berth	The Manchester Ship Canal Company Limited [†]
14. Runcorn Salt Works	Runcorn Boating Services Limited
15. Runcorn Laybye	Runcorn Boating Services Limited
16. Runcorn Docks	Runcorn Boating Services Limited
17. Wigg Wharf	Runcorn Boating Services Limited
18. Acton Grange Wharf	Runcorn Boating Services Limited
19. Berths upstream of Latchford Locks	Bilway Limited

[†] See separate terms and conditions and schedule of charges.

PART 6 – OTHER SUNDRY CHARGES

1 HOT WORK, DIVING, AND IMMOBILIZATION CONSENT

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

- (a) Requests submitted Monday-Friday 0900-1600
(excluding Bank Holidays): £97 per Consent (†)
- (b) Requests submitted outside the hours above: £970 per Consent (†)
- (†) An additional charge of **£144** will apply when the request for consent is submitted less than 24 hours before the intended commencement of the activity requiring consent.

The issuing of any Consent is entirely at the discretion of the Company and is subject to the availability of the relevant authorizing officers of the Company, who may not always be available.

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 will be quoted upon application.

3 FRESH WATER SUPPLIED TO VESSELS

3.1 LOCATIONS

Freshwater may be obtained at Queen Elizabeth II Dock, Eastham, Ellesmere Port, Stanlow, Ince Oil Berth, Runcorn Laybye, Runcorn Docks and Partington Basin.

3.2 CHARGES (WHERE THE COMPANY SUPPLIES FRESHWATER)

- (a) Fresh Water Supply £6.08 per tonne
- (b) Connection and Attendance Fee £97.00 per connection

4 HYDROGRAPHIC INFORMATION

On each occasion that the Company is requested to supply hydrographic information, the party requesting such information shall pay:

- (a) Printed hydrographic survey charts (A2 size and over): £33 per chart
- (b) All other hydrographic information: Rate upon application

5 DANGEROUSLY WEIGHTED HEAVING LINES

For each occasion that a vessel is found to have used a dangerously weighted heaving line while within the Port, the Company reserves the right to levy a charge of **£1,377** (payable by the owner) in respect of the Company reporting the incident to the relevant authorities.

6 LAND EXPLOITATION LEVY

For exploitation of the Port's natural resources, the Port User shall pay:

Rate upon application

7 BERTH AND MOVEMENT APPLICATIONS

In this section, "Application" means an Application for a Berth and Movement Notification form submitted by a Port User, or such other notification from a Port User that the Company may accept from time to time.

A Port User is liable for the charges under this section in its own capacity, whether it submitted the Application on its own behalf or on behalf of another person.

- (a) If the Company reasonably requires clarification regarding an Application, the Port User must pay **£80** for each request for clarification made by the Company.
- (b) If the Company amends a vessel booking because of any act, omission, error, or request attributed under this section to an Application, the Port User must pay **£320** per hour or part thereof for each member of the Company's staff engaged in processing the amendment.
- (c) If the Company creates a new booking at the request of a Port User or because of any act, omission, or error of that Port User, that Port User must pay **£1,377**.
- (d) The Company is under no obligation to undertake any activity referred to in paragraphs (a), (b), or (c), including creating a new booking on behalf of a Port User, and may instead cancel the booking and any associated services (including lock slots) and require the Port User to submit a Application and order any associated services against the new booking.
- (e) If the Company exercises any of its rights under paragraph (d), the Company is not liable for any loss, cost, expense, damage, delay, claim, demand, or liability arising from or in connection with that exercise, whether direct or indirect and whether foreseeable or not.

The charges in this section are cumulative and payable in addition to any other charges payable under these General Terms and Conditions and Charging Provisions, and any charge incurred before the Company exercises its rights under paragraph (d) remains payable despite the cancellation of the booking or any associated services.

General Note:

In addition to many other means available, the Company may recover charges for its services and facilities as dues under section 30 of The Manchester Ship Canal Act 1896.

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>
Hot Work, Diving & Immobilization Consents	Marine Operations	+44(0) 151 327 1244
Towage Bookings	Marine Operations	+44(0) 151 327 4638
PortLinks Registration & Help	Marine Operations	+44(0) 151 949 6154
Runcorn Docks Manager	Cargo Operations	+44(0) 1928 508593
Invoicing	Financial Services	+44(0) 151 949 6196
Payment of Invoices	Financial Services	+44(0) 151 949 6254
Sales/Business Development		+44(0) 151 949 6496

Issued by:

Collector of Rates & Dues
Harbour and Port of Manchester

The Manchester Ship Canal Company Limited

December 2025

Amendments

Ver.	Effective Date	Details
1	1.1.26	Original as issued
2	1.9.26	Amendments to the Berth & Movement Application intervention charges

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