

Port of Liverpool Port Charges

Operative from:
1st January 2018



PORT OF LIVERPOOL

PORT CHARGES

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INTRODUCTION

1. In these terms and conditions and charging provisions, unless the context otherwise requires:
 - (a) "the Company" means The Mersey Docks and Harbour Company Limited.
 - (b) "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.
 - (c) "day" means a period of 24 hours commencing at midnight, or any part thereof.
 - (d) "the docks" means the docks, quays, jetties, stages, berths, transits sheds and other works, buildings and land for the time being belonging to or under the management of the Company.
 - (e) "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.
 - (f) "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.
 - (g) "MDHC" means The Mersey Docks and Harbour Company Limited.
 - (h) "owner" when used in relation to a vessel, includes any owner, charter, master or other person having command or possession of the vessel.
 - (i) "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.
 - (j) "the Port" 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).
 - (k) "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.
 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.
 12. Where the Company has agreed to provide any services in respect of which no charges have been assigned in this schedule, then the charges applicable to those services shall be as determined from time to time by the Company.

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				
CLASS OF VOYAGE	Vessels Discharging or Discharging & Loading		Vessels Loading Only	
	Charge per GT per day	Minimum Number of Chargeable Days	Charge per GT per day	Minimum Number of Chargeable Days
For vessels entering the Port of Liverpool from or leaving the Port of Liverpool for:				
CLASS 1 - (excluding vessels carrying AFS, Containers & Grain) any place in the European Union	£0.861	2	£0.647	2
CLASS 2 - (excluding vessels carrying AFS, Containers & Grain) all other places	£1.005	2	£0.787	2
All vessels carrying AFS	£0.816	2	£0.667	2
All vessels carrying Containers or Grain	Berth Charges shall be quoted upon application			
Infrastructure Surcharge †	£0.007 per GT per Voyage			
CONSERVANCY CHARGE				
For vessels entering the Port of Liverpool from or leaving the Port of Liverpool for: ‡	Charge per GT per Voyage		Charge per GT per Voyage	
Any place in the UK or Ireland ("Coastwise")	£0.17		£0.17	
All other places	£0.58		£0.58	
Dredging Surcharge §	£0.051 per GT per Voyage			
Administration Surcharge ✖	£20.00 per Voyage			

† payable by all vessels in addition to all other Berth Charges, Special Berth Charges or any other rates/charges/arrangements payable in lieu thereof

‡ as determined in accordance with paragraph 1.1(e)

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

✖ payable by all vessels in addition to all other Conservancy Charges or any other rates/charges/arrangements payable in lieu thereof

1.3 SPECIAL BERTH CHARGES

- (a) **Vessels arriving in ballast etc. to use the graving docks only:**
£0.572 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: £0.647 per GT/day, subject to a minimum charge of £32.35 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:**
£0.647 per GT/day, subject to a minimum charge of £32.35 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 £0.647 per GT/day, subject to a minimum charge of £32.35 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 £0.375 per GT/day (subject to a minimum charge of £32.25), 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 £0.064 per GT/day (plus Conservancy). Minimum Berth Charge: £32.00 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 £0.064 per GT/day (plus Conservancy). Minimum Berth Charge: £32.00 per day, £160.00 per call.
- (i) **Registered Fishing Vessels:**
£0.433 per GT per day or part thereof with a minimum of £0.866 per GT and a maximum payment of £2.165 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, **£547** to lock-in and **£547** 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.

Charges on Imported or Exported Goods	Goods Charge per 1000 Kilos
Cereals – imports	£5.76
Cereals – exports	£2.59
Oilseeds and oleaginous fruit etc.	£5.76
Residues and waste from the food industries etc.	£5.71
Metallic ore, slag and ash	£5.71
Mineral fuels, mineral oils etc.	£5.43
Animal and vegetable fats and oils in bulk	£5.43
Liquid chemicals in bulk	£6.57
Metals (excluding iron and steel)	£15.67
Maximum charge - all other commodities	£15.67
Minimum charge - all other commodities	£6.56

A minimum charge of £27.32 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 **£0.254** 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) EU countries | £5.43 per passenger |
| (b) All other countries | £9.73 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:

	Levy per voyage
(a) Category A Vessels	£0.0120 per tonne of cargo
(b) Category B Vessels	£0.0012 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:

Vessel GT	Charge per voyage
(a) 0 to 3000	£27.48
(b) 3001 and over	£78.21

An additional charge of **£271** 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:

- (a) "the Act" means the Pilotage Act 1987 and any statutory amendment or re-enactment thereof.
- (b) "Certificate" means a Pilotage Exemption Certificate granted by the Company.
- (c) "the Company" means The Mersey Docks and Harbour Company Limited, Maritime Centre, Port of Liverpool L21 1LA.
- (d) "Garston Docks" means the docks at Garston.
- (e) "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.
- (f) "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 (Mersey 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:

Vessel GT	Charge per Trip
Up to 800	£608
801 to 1600	£838
1601 to 3500	£1136
3501 to 7500	£1441
7501 to 12000	£1900
12001 to 15000	£2182
15001 to 20000	£2484
20001 to 30000	£2633
30001 to 40000	£2816
40001 to 50000	£3028
50001 to 60000	£3240
60001 and over	£3455

- (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 **£44** 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 **£165** 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 **£165** 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:

Vessel GT	Charge per Trip
Up to 800	£608
801 to 1600	£838
1601 to 3500	£1136
3501 to 7500	£1441
7501 to 12000	£1900
12001 to 15000	£2182
15001 to 20000	£2484
20001 to 30000	£2633
30001 to 40000	£2816
40001 to 50000	£3028
50001 to 60000	£3240
60001 and over	£3455

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 **£308**.
- (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 **£165** 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 **£165** 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 **£165** 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 **£165** 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.) | £652 |
| (ii) Other UK and Irish Ports | £1774 |
| (iii) Other EU Ports | £2661 |
| (iv) Other Ports outside EU | £4437 |

(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 **£791** 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 **£268** per Pilot. If a Pilot travels to Lynas Pilot Station and the booking is cancelled, after the Pilot has arrived there, a charge of **£791** 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 **£165** 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 **£200** shall be payable. Where a Pilot is consulted by telephone, a charge of **£75** 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 **£165** per hour (or part thereof). An additional charge of **£346** 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 | £1826 |
| (ii) Examination fee for Certificate | £914 |
| (iii) Fee for annual renewal of Certificate | £165 |
| (iv) Fee for alterations to a Certificate | £73 |
| (v) Fee for "check-ride" | £916 |
- (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 13.0% 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	£160
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	£314
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	£475
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	£634

Vessels of less than 1000 GT belonging to Her Majesty using Princes Stage or manoeuvring in a dock system	£160
Vessels of more than 1000 GT belonging to Her Majesty using Princes Stage or manoeuvring in a dock system	£314
Vessels navigating to or from the Port of Manchester from or to the Sea	£186
Vessels under 20000 GT lightening in Liverpool Bay or in the River Mersey	£160
Vessels of 20000 GT and over lightening in Liverpool Bay or the River Mersey	£284

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.

Note: Since 2013, all pilotage charges have included a Pilots' National Pension Fund (PNPF) supplement; the supplement was introduced by many ports across the ports sector as a consequence of having to fund the significant deficit in the PNPF. From 1st January 2018, a supplement of 20% (which is included in the aforementioned charges) shall be applied to pilotage charges. This supplement shall be kept under regular review.

C - ANCILLARY SERVICES

1. DEFINITIONS

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

- "Boatmen" shall mean the persons employed or provided by the Company to perform line-handling services, and shall include linesmen.
- "the Company" means The Mersey Docks and Harbour Company Limited, whose head office is situated at Maritime Centre, Port of Liverpool L21 1LA
- "craft" shall include any vessel, craft or boat provided by the Company for the performance of any service to the Hirer.
- "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.
- "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:

Time of Original Order

Hours' Notice for Cancellations and Re-Orders

- (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

Vessel GT	Standard Day Rate †
Up to 800	£97
801 to 1200	£137
1201 to 1600	£194
1601 to 2000	£255

2001 to 2500	£314
2501 to 5500	£590
5501 to 8500	£710
8501 to 12000	£839
12001 to 15500	£1098
15501 to 19000	£1229
19001 to 26000	£1354
26001 to 33000	£1619
33001 to 40000	£1944
40001 and over	£2134

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

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

Vessel GT	Standard Day Rate †
0 to 2500 ‡	As (a) above
2501 to 8501	£1187
8501 to 40000	£1944
40001 and over	£2134
Men on jetty, per man	£74

† 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	£220
Attendant craft & crew provided in the River at the request of the Hirer (but not otherwise), per hour	£366
Fendermen, per man	£74
In addition to charge for movement as above men on quay, per man.	£74
For warping along quay less than a vessel's length, securing extra moorings etc., per man	£74

† 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)	£57
Yokohama-type fender (per fender per day)	£80
Fender deployment/positioning charge (per occasion), subject to availability	£282

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 **£9.46** 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 **£0.17** 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: £58 per Consent
- (b) When requested outside the hours above: £580 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: £75 per request
- (b) Request for a single amendment to a booking: £75 per request
- (c) Intervention in the booking process: £200 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-hour's 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 **£200** 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.

3. 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): £20 per chart
- (b) All other hydrographic information: Rate upon application

F - GENERAL CONDITIONS

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 Limited, 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.

For further information contact:
liverpool@peelports.com

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
Hot Work/Diving Consents (MDHC)	Marine Operations	+44(0) 151 949 6649
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

Issued by:

Collector of Rates & Dues
Port of Liverpool
The Mersey Docks and Harbour Company Limited

December 2017

**The Mersey Docks
and Harbour Company Limited
Maritime Centre
Port of Liverpool
L21 1LA**

**Telephone: 0151 949 6000
Email: liverpool@peelports.com
www.peelports.com**