

Heysham Harbour

Port Charges

Operative from:

1 January 2019



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DEFINITIONS AND TERMS & CONDITIONS

1. In these terms and conditions and charging provisions, unless the context otherwise requires:
 - “Cargo Operator” means the stevedore or cargo handler having responsibility for receiving, loading, discharging, delivering, storing or otherwise handling goods.
 - “the Company” means Heysham Port Limited.
 - “Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, the GDPR (Regulation (EU) 2016/679) (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this document shall, 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 Dock” means the Company’s dock at Heysham as authorised by section 4 of the Midland Railway Act 1896 (and any statutory amendment or re-enactment thereof) and includes all 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
 - “goods” (including “cargo”) means any article or thing of any kind whatsoever (including any packages or containers within which the said goods may be contained) including without prejudice to the generality of the foregoing fish, livestock and animals of all descriptions and also liquids and gases.
 - “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.
 - “the Harbour” (including “Heysham Harbour”) means Heysham Harbour as defined in The North Western Railway Act 1852 and any statutory amendment or re-enactment thereof (and all docks and other works, whether or not belonging to the Company, situate within the Harbour).
 - “Hirer” means, in respect of Part 5 – LINE HANDLING only, any owner, charterer or person in possession of any vessel, or any agent of the foregoing, who requests or uses the Dock Mooring service of the Company.
 - “HPL” means Heysham Port Limited.

"owner"	when used in relation to a vessel, includes any owner, charter, master or other person having command or possession of the vessel.
"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.
"Pilot"	means a pilot authorised by the Company.
"Pilot Launch"	means the pilot launch, or such other vessel, used by the Company for transporting pilots.
"the Pilot Station"	means the pilot boarding or disembarking station which lies approximately 1 mile SSW of No.2 buoy (or such other location as the Company may from time to time determine).
"the Port"	(including the "Port of Heysham") means the Port of Heysham as defined in The Port of Heysham (Pilotage) Harbour Revision Order 1988 and any statutory amendment or re-enactment thereof.
"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.
"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 shall 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 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 Port or use the Company's Dock, 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 Dock, or to vessels or goods in or upon any part of the Port.

6. All goods at the Dock (whether in transit, laid down or deposited) are at the sole risk of the owner 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 or agents.
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. These terms and conditions and charging provisions, including the charges herein, may be altered or varied at any time and from time to time in such respects and in such manner as the Company may determine.
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.
13. 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.
14. 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.
15. Payments must be made payable to:

Heysham Port Limited
Sort Code: 601319
Account Number: 45137633
IBAN: GB05NWBK60131945137633

Remittances must be sent to the Credit Control Section, Heysham Port Limited, Maritime Centre, Port of Liverpool, L21 1LA.

16. 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.
17. By entering the Port with a vessel; landing, depositing, loading or storing goods in the Harbour; requesting any services from the Company or making use of any of the

Company's equipment or facilities, the relevant Hirer or owner (or their appointed agents) is deemed to have acknowledged and accepted these terms and conditions and charging provisions (including the charges herein and any associated Directions and Terms and Conditions).

18. The Company may collect and process information relating to the owner, and their appointed agents, in accordance with the privacy notice which is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.
19. These terms shall be governed by and construed in accordance with English Law.

Audit

The Company reserves the right, upon the giving of reasonable notice to the owner (and their appointed agents), 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 Harbour. 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 (e.g. 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.

PART 1 - VESSELS AND GOODS

1. CHARGES ON VESSELS

1.1 SCHEDULE OF SHIP DUES PAYABLE ON VESSELS ENTERING THE HARBOUR

(a) **Ship Dues on Vessels Entering the Harbour**

Class of Voyage

- | | |
|---|--------------|
| (i) To or from any place in the United Kingdom: | £1.54 per GT |
| (ii) To or from any other place | £2.07 per GT |

1.2 LIABILITY TO AND PAYMENT OF SHIP DUES

- (a) Ship Dues apply to every vessel entering into, leaving or making use of the Harbour, and a vessel becomes liable at the time of arrival in the Harbour to the Ship Dues charge appropriate to its class of voyage as specified in paragraph 1.1(a).
- (b) The arrival and departure of a vessel are treated as one voyage to the Harbour and vessels are liable for the Ship Dues charges applicable to the most distant port from which they arrive or for which they are bound, provided that in the case of a vessel which has arrived in ballast and departs with cargo, the port from which it arrived shall be disregarded and in the case of a vessel which having discharged cargo in the Harbour departs in ballast light, the port for which it is bound shall be disregarded.
- (c) A vessel which leaves the Harbour without unloading or loading all the cargo which is intended to be unloaded or loaded at the Harbour and, without calling at any other port, returns in order to complete its unloading or loading shall be deemed to have made two voyages. Its first arrival and second departure shall be treated as one voyage and its intermediate departure and return shall be treated as a second voyage to or from the United Kingdom, and charges are payable accordingly.

1.3 PORT ADMINISTRATIVE CHARGE

- (a) On each occasion that a vessel enters into, leaves or makes use of the Harbour, a Port Administrative Charge of **£20.66** per vessel shall be payable.
- (b) The Port Administrative Charge is payable by all vessels in addition to all other Ship Dues charges or any other rates, charges or arrangements payable in lieu thereof.

1.4 SCHEDULE OF SHIP DUES PAYABLE ON VESSELS ENTERING THE DOCK

(a) **Ship Dues on Vessels Entering the Dock (“Dock Dues”)**

Class of Voyage

- | | |
|--|-----------------------|
| (i) To or from any place in the United Kingdom | £0.385 per GT per day |
| (ii) To or from any other place | £0.518 per GT per day |

1.5 LIABILITY TO AND PAYMENT OF DOCK DUES

- (a) Subject to paragraph 1.5(b), Dock Dues shall not be required to be paid in respect of a vessel which enters into or leaves the Dock in addition to entering into, leaving or making use of the Harbour and in respect of which a Ship Dues charge has been paid in accordance with section 1.1.
- (b) If a vessel remains in the Dock for more than four consecutive days (including the day of entry into and the day of leaving the Dock), in addition to any Ship Dues charge to which the vessel is liable, Dock Dues (as specified in section 1.4) shall be payable in

respect of each consecutive day in excess of four consecutive days that the vessel remains in the Dock.

- (c) If a vessel leaves the Dock, but does not leave the Harbour, and subsequently re-enters the Dock, then a Dock Dues charge equivalent to four times the amount as specified in section 1.4 (appropriate to the class of voyage) shall be payable in respect of each re-entry into the Dock prior to leaving the Harbour. For each re-entry into the Dock the vessel shall be permitted to remain in the Dock for up to four consecutive days (including the day of each re-entry and leaving) without incurring further Dock Dues charges in accordance with paragraph 1.5(b).

1.6 GENERAL CONDITIONS RELATING TO SHIP DUES, DOCK DUES ETC.

- (a) The owner and master of a vessel are jointly and severally liable for the charges thereon.
- (b) The 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 owner refuse or neglect to make such production on demand and if any owner shall refuse to answer any reasonable question, or shall wilfully give a false or untrue answer, they shall for every such offence be liable to a penalty.
- (c) Ship Dues and Dock Dues shall be calculated on a vessel's GT, subject to a minimum value of 50GT.
- (d) Unless agreed to the contrary by the Company, these charges shall be paid to the Company prior to a vessel's departure from the Harbour.
- (e) If the master or owner of any vessel evades the payment of any charges payable to the Company in respect of such vessel, or any part thereof, then the master shall be liable to a penalty equal to three times the amount of the charges of which the master or owner shall so have evaded the payment.

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 are liable for the payment of Quay Rent on all goods which remain at the Dock or on the works or lands of the Company for more than 24 hours from the time at which they were landed or deposited there.

2.2 LIABILITY TO AND PAYMENT OF CHARGES ETC.

(a) Liability to Charges

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

- (i) imported into the Dock or landed at or deposited on or carried over the works or lands of the Company;

- (ii) exported from the Dock or having at any time previously been brought into the Dock or landed at or deposited on or carried over the works or lands of the Company; or
 - (iii) loaded onto vessels in the Dock, discharged from vessels in the Dock, or which for any reason are deposited on, or carried over the works or lands of the Company and which subsequently leave such works or lands.
- (b) **Payment of Charges**
 Unless agreed to the contrary by the Company, Charges on Goods shall be paid to the Company as follows:
- (i) prior to loading to a vessel in respect of goods due to be exported from the Dock;
 - (ii) prior to removal of the goods from the Dock in respect of goods imported via the Dock; or
 - (iii) prior to removal of the goods from the Dock in respect of any other movement of goods.
- (c) **Non-Payment of Charges**
 If the owner of any goods evades the payment of any charges payable to the Company in respect of such goods, or any part thereof, then the owner shall be liable to a penalty equal to three times the amount of the charges of which the owner shall so have evaded the payment.
- (d) **Documents to be Furnished – Imports & Exports**
 Unless otherwise agreed in advance by the Company, the owner of every vessel discharging or loading cargo must supply to the Company the following documents confirming the quantity of cargo discharged or loaded in the Harbour and the days upon which discharging or loading took place:
- (i) Bills of lading or cargo manifest (indicating the weight of cargo and details of the shippers, consignees and freight payers); and
 - (ii) Statement of facts.

Where the quantity of cargo discharged does not match that shown on the relevant bill of lading, then a certified discrepancy report (including details of supporting surveys etc.) must be provided.

These documents must be supplied by the owner, or the appointed agent therefor, to the Company within two working days of the day upon which the vessel completes discharging or loading as appropriate. The documents must be submitted (as PDF format attachments) via e-mail to SFS.billing@peelports.com.

2.3 SCHEDULE OF GOODS CHARGES

- (a) Unless otherwise indicated, Goods Charges are levied on the gross weight of the goods and all packaging per metric tonne of 1,000 kilograms 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 Tonne
All Commodities	Rates upon Application

3. CHARGES ON PASSENGERS

The owner of a vessel is liable for the Passenger Charges on each passenger embarked at the Dock onto or disembarked at the Dock from vessels at the Dock and shall be paid to the Company before the departure of the vessel from the Dock.

Schedule of Passenger Dues

For each passenger embarking for or disembarking from:

- | | |
|-------------------------------------|----------------------|
| (a) any place in the United Kingdom | £5.65 per passenger |
| (b) all other places | £10.05 per passenger |

4. WASTE RECEPTION LEVY

At least 24 hours prior to a vessel entering the Dock, the master, owner or agent must contact the HPL Terminal Manager to make arrangements for the disposal of non-hazardous Domestic Waste or International Catering Waste as may be required. Rates for the disposal of these materials shall be quoted upon application.

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

PART 2 - PILOTAGE

1. PILOTAGE DIRECTIONS

Heysham Port Limited, as the Competent Harbour Authority for the Port of Heysham, pursuant to the Pilotage Act of 1987 (and any statutory amendment or re-enactment thereof) and in exercise of their powers under Section 7 of the said Act gives Pilotage Directions for the Port of Heysham.

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

2. SCHEDULE OF PILOTAGE CHARGES

(a) For piloting a vessel:

- (i) to or from the Pilot Station from or to any berth or point within the Port; or
- (ii) shifting from or to any berth or point within the Port to or from any other berth or point within the Port,

the following charges shall be payable:

Vessel GT	Pilotage Charge per Act of Pilotage	Pilot Launch (†)
Up to 1500	£ 482	£193
1501 to 3000	£ 586	£253
3001 to 6000	£ 850	£273
6001 to 9000	£1230	£308
9001 to 12000	£1425	£340
Over 12000	£1825	£340

(†) The Pilot Launch charge is payable in addition to the pilotage charge on each occasion that the Pilot Launch transports a Pilot to or from a vessel.

- (b) For each period of 60 minutes (or part thereof) that a vessel is at anchor or alongside a berth for weather or awaiting tide (other than the first such period) with a Pilot on board, an attendance charge of **£130** shall be payable.
- (c) For each period of 60 minutes (or part thereof) that a Pilot stands-by on board a vessel at any berth, anchorage or any place within the Port for any reason (other than in accordance with paragraph 2(b)), a charge equivalent to 50% of the relevant pilotage charge (in accordance with paragraph 2(a)) shall be payable.
- (d) 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 1 hour's notice prior to the scheduled pilot launch departure time, a charge of **£130** shall be payable. This charge shall be doubled if a Pilot attends on board the vessel or has boarded the launch (in which case the relevant pilot launch charges in accordance with paragraph 2(a) shall apply in addition) and the booking is subsequently cancelled.
- (e) 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 1 hour's notice prior to the booked time, a charge of **£130** shall be payable. This charge shall be doubled if a Pilot attends on board the vessel or has boarded the

- launch (in which case the relevant pilot launch charges in accordance with paragraph 2(a) shall apply in addition) and the booking is subsequently cancelled.
- (f) Notwithstanding the provisions of paragraphs 2(d) and 2(e), in the event that the vessel is not ready to move within 2 hours of booked time, the Company reserves the right to remove the Pilot from the vessel. The appropriate charges as specified in paragraphs 2(d) and 2(e) shall then apply.
- (g) If a Pilot remains on board either an inward vessel or a vessel that has or is to be navigated or shifted within the Port due to either a request or direction to remain on board, or because there is no safe means for the Pilot to disembark from the vessel, then an additional charge per hour (or part thereof) equivalent to 50% of the relevant pilotage charge in accordance with paragraph 2(a) shall be payable from the time that the vessel is all fast or at anchor until such time as the pilot has disembarked or commences a further act of pilotage, whichever is sooner.
- (h) Masters, owners and their agents are reminded that it is an offence under Section 19 of the Pilotage Act 1987 to take an authorised Pilot out of the Port without reasonable excuse, and without the Pilot's consent. If a Pilot consents to being taken out of the Port, additional charges shall apply for each day or part thereof that the Pilot is not available for further pilotage duties, in addition to all costs and expenses incurred in respect of the Pilot being taken out of the Port.
- (i) 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 **£130** in respect of each such late booking shall be payable in addition to the relevant pilotage charges.
- (j) Where a Pilot attends at the Company's office at Heysham a Master or representatives of a vessel for a pre-sailing or pre-arrival consultancy a charge of **£130** per hour (or part thereof) shall be payable.
- (k) 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 charged for the second Pilot.
- (l) 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.
- (m) Charges for Pilotage Exemption Certificates are as follows:
- | | |
|---|-------------|
| (i) Fee for examination (incl. Certificate issue) | £141.50 (†) |
| (ii) Fee for annual renewal of Certificate | £ 41.95 |
| (iii) Fee for amendment to Certificate | £ 41.95 |
| (iv) Fee for a replacement Certificate | £ 41.95 |
- (†) Check ride charges shall be charged in accordance with paragraph 2(a).
- (n) Where a vessel is piloted in the Port by a Master or 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 of **£35.45** per movement pursuant to Section 10(3) of the Act.

3. 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.

4. 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 1 January 2019, a supplement of 21% (which is included in the aforementioned charges) shall be applied to pilotage charges. This supplement shall be kept under regular review.

PART 3 - TOWAGE

Towage of vessels in Heysham Harbour is undertaken on a commercial basis by tugs deployed to the Harbour for that purpose.

PART 4 - QUAY RENT AND SPECIAL RENT

Regulations and Charges

1. PREAMBLE

Users of the Harbour 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 at the Dock, nor do the Company have custody of the same, and all goods on or within the Dock 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 GOODS IN TRANSIT

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

2.2 QUAY RENT

Any goods landed or deposited at the Dock and not removed within 24 hours from when the same were so landed or deposited, are liable to Quay Rent at the rate of **£9.77** per square metre per day.

2.3 SPECIAL RENT

(a) Notwithstanding their liability to Quay Rent, inward and outward goods (other than wrecked or fire damaged cargoes) landed or deposited at the Dock 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 the Dock at a specified Special Rent, or
- (ii) refuse or withdraw, on 24 hours' notice, the privilege of Special Rent in respect of any goods.
- (iii) vary the terms for Special Rent in respect of any particular cargo at any time, and in such respects and in such manner as the Company may consider desirable.

2.4 OVERLANDED CARGO

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

2.5 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.

2.6 WRECKED AND FIRE-DAMAGED CARGO

Notwithstanding their liability to Quay Rent, wrecked or fire-damaged cargo landed or deposited at the Dock shall, until further Order of the Company, be permitted to remain thereon without application in that behalf at a rate of **£0.18** per square metre day in lieu of Quay Rent, which privilege the Company may nonetheless determine on 24 hours' notice. Thereafter Special Rent shall be charged, at such rates as specified from time to time by the Company, calculated from the original day of landing of the relevant goods.

2.7 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.

2.8 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. SCHEDULE OF SPECIAL RENT CHARGES (RO/RO TRAFFIC)

3.1 UNACCOMPANIED UNITS DISCHARGED FROM VESSELS

Unaccompanied units discharged at the Dock from a vessel shall be permitted to remain at the Dock free of Special Rent charges for 7 days (including the day of discharge). Thereafter, the following Special Rent charges shall apply until the unit is removed from the Dock:

Unit Type	Days 8 to 11	Day 12 Onwards
Up to and including 7m length	£10.33 per unit/day	£15.50 per unit/day
Exceeding 7m length	£15.50 per unit/day	£30.99 per unit/day
Cars or Vans	Rate upon application	Rate upon application

3.2 ACCOMPANIED UNITS DISCHARGED FROM VESSELS

Accompanied units discharged at the Dock from a vessel shall be permitted to remain at the Dock free of Special Rent charges for 24 hours from the time of discharge. Thereafter, the following Special Rent charges shall apply until the unit is removed from the Dock:

Unit Type	Rent Days 1 to 7	Rent Day 8 Onwards
Up to and including 7m length	£10.33 per unit/day	£15.50 per unit/day
Exceeding 7m length	£15.50 per unit/day	£30.99 per unit/day

3.3 UNITS RECEIVED EX. ROAD

All units brought onto the Dock by road must be removed from the Dock (either by road or by vessel) within 24 hours of being brought onto the Dock to remain free of Special Rent charges. The following Special Rent charges, calculated from the date that the unit was brought onto the Dock, shall apply to any unit brought onto the Dock by road that remains at the Dock for more than 24 hours:

Unit Type

All units

Rent Days 1 to 4

£15.50 per unit/day

Rent Day 5 Onwards

£30.99 per unit/day

3.4 LIABILITY TO AND PAYMENT OF SPECIAL RENT CHARGES

Notwithstanding the provisions of paragraph 2.7, Special Rent charges for Ro/Ro traffic are payable in accordance with the Company's "Terms and Conditions for Handling Ro/Ro Traffic" and will generally be charged to the relevant haulier collecting (or booked to collect) or depositing the relevant unit.

4. NOTICE TO OWNERS OF GOODS

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 – DOCK MOORING

1. SCHEDULE OF DOCK MOORING CHARGES

For all vessels

£0.60 per GT

2. DOCK MOORING CONDITIONS

- (a) Dock Mooring charges apply to all vessels entering the Dock and berthing alongside any quay, jetty, stage or berth thereat.
- (b) The Dock Mooring charge covers up to two deployments of a mooring gang (i.e. one act of mooring and one act of unmooring) per entry into the Dock.
- (c) The Company reserves the right to issue additional Dock Mooring charges in respect of any vessel requiring more than two deployments of a mooring gang.
- (d) Dock Mooring Charges shall be calculated on a vessel's GT, subject to a minimum value of 50GT.
- (e) Whilst providing a service at the request, express or implied, of the Hirer, the Company's employees shall be deemed to be the servants of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Company shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.
- (f) Whilst providing a service at the request either express or implied of the Hirer:
 - (i) The Company shall not be responsible or liable:
 - (1) for loss or damage of any description caused by or to the Hirer's vessel or caused by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or by or to any other object or property; or;
 - (2) for any claim by a person other than the Hirer for loss or damage of any description whatsoever, arising from any cause, including (without prejudice to the generality of the foregoing) negligence at any time of the Company, its servant, agents or independent contractors, unseaworthiness, unfitness or breakdown of the craft, its machinery, gear, equipment, lines, ropes or hawsers, lack of fuel, stores, speed or otherwise.
 - (ii) The Hirer shall be responsible for and shall indemnify the Company against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused whether covered by the provisions of paragraph 2(f)(i) or not (including any arising from or caused by the negligence of the Company or their servants, agents or independent contractors) provided that the Hirer shall not be liable to the Company for or in respect of any loss, damage or claims which the Hirer proves (the burden of proof being on the Hirer) to have been solely caused by the actual fault or privity of the Company in failing to make its craft seaworthy for the relevant service. Provided that, notwithstanding anything hereinbefore contained, the Company shall under no circumstances be responsible for or be liable for any loss or damage caused or contributed to, by or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded

on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequences thereof whether or not the same shall be caused or arise whilst rendering any service of whatsoever nature at the request, either express or implied, of the Hirer. The Company shall not in any event be liable in negligence or otherwise howsoever for indirect or consequential damage including any claims for loss of use or profits.

- (iii) The Company shall in any event be freed and discharged from all liability for any loss or damage to any vessel cargo or other matter or thing unless suit is brought within twelve months of the provision or performance by the Company of the line-handling or other service by or from which such loss or damage was caused or arose.
- (g) The Company shall not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts or other industrial disputes or actions of any nature or anything done in contemplation or furtherance thereof or any cause or event which could not be avoided and the consequence whereof could not be prevented by the exercise of reasonable diligence.
- (h) The Hirer undertakes not to take or cause to be taken any proceedings against any servant, agent or independent contractor of the Company in respect of any negligence or breach of duty or other wrongful act on the part of such servant, agent or independent contractor.

3. PAYMENT OF CHARGES

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

4. VARIATION

The Conditions and charges relating to Dock Mooring 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.

PART 6 - OTHER SUNDRY CHARGES

1. HOT WORK AND DIVING CONSENTS

For 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: £60 per Consent
- (b) When requested outside the hours above: £600 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: £79 per request
- (b) Request for a single amendment to a booking: £79 per request
- (c) Intervention in the booking process: £209 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 **£209** 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

For 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): £21 per chart
- (b) All other hydrographic information: Rate upon application

4. FRESH WATER SUPPLIED TO VESSELS

For each occasion that the Company is requested to supply fresh water to vessels, the owner shall pay:

- (a) Fresh water supply: £3.20 per tonne
- (b) Connection/disconnection: £53.15 per attendance

5. PUBLIC WEIGHBRIDGE

On each occasion that the Company is requested weigh-over vehicles at the public weighbridge the party requesting the service shall pay **£5.68** per weighing.

6. AFFIXING HAZARDOUS LABELS

For each occasion that the Company is requested affix hazardous labels to vehicles or trailers the party requesting the service shall pay **£22.73** per label per class.

7. EXAMINATIONS BY RELEVANT AUTHORITIES

For each occasion that the Company is requested to attend the inspection/examination by relevant authorities the owner shall pay the following charges:

- | | |
|--------------------------------------|------------------|
| (a) Presentation of unit for X-ray: | £25.83 per unit |
| (b) Partial unload/reload of a unit: | £123.96 per unit |
| (c) Full unload/reload of a unit: | £413.20 per unit |

Relevant authorities shall include, by way of example only, HM Revenue & Customs, Border Force, Port Heath Authority, Forestry Commission or the Police.

8. SUNDRY TERMINAL OPERATIONS

For each occasion that the Company is requested to undertake any of the following operations, the party requesting the operation shall pay:

- | | |
|---|------------------------------|
| (a) Shunting: | £25.83 per unit per movement |
| (b) Explosives administration & escort: | £41.32 per unit |
| (c) Seal checking (upon written request): | £20.66 per unit |

Note: Full details of the services (and associated charges) provided by HPL as a Cargo Operator can be obtained from the HPL Terminal Manager.

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 6651
Pilotage Bookings	Marine Operations	+44(0) 151 949 6651
Port Operations Control	Marine Operations	+44(0) 151 949 6649
Hot Work/Diving Consents	Marine Operations	+44(0) 151 949 6649
PortLinks Registration & Help	Marine Operations	+44 (0) 151 949 6143
HPL Terminal Manager	Terminal Operations	+44 (0) 1524 868305
HPL Operation Supervisor	Terminal Operations	+44 (0) 1524 868307
Invoicing	Financial Services	+44(0) 151 949 6209
Payment of Invoices	Financial Services	+44(0) 151 949 6254
Sales/Business Development		+44(0) 151 949 6913

Issued by:

Collector of Rates & Dues
 Heysham Harbour
 Heysham Port Limited

December 2018

List of Amendments

No.	Effective Date	Details
0	01.01.19	Original as issued
1	01.04.19	Amendment to Part 4 Para. 3.1
2		

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