

Schedule of Common User Charges

L2 Container Terminal

Terms and Conditions

All operations at L2 Container Terminal (“the Terminal”), for which The Mersey Docks and Harbour Company (L2) Limited is the Terminal Operator, are undertaken in accordance with the “Standard Terms and Conditions for Container Terminals Operated by Members of the Peel Ports Group” from time to time in force, unless otherwise agreed or varied in advance by the Terminal Operator.

Charges

Unless otherwise agreed in advance by the Terminal Operator, or advised to the contrary elsewhere in this Schedule, the charges payable under this Schedule are chargeable to the relevant Line Operator.

The charges herein are subject to alteration at any time.

The Terminal Operator reserves all rights to introduce a Brexit Surcharge should legislative changes dictate a material change to the Terminal’s operational activity during 2021. This includes but is not limited to the physical presentation of examinations, examination activity and supporting administration.

Definitions

“Midweek Period” and “Weekend Periods” shall mean:

- (a) Loading and discharging containers (Shipwork):
 - 0700 hours Monday to 0659 hours Saturday (Midweek Periods)
 - 0700 hours Saturday to 0659 hours Monday (Weekend Periods)
- (b) Receiving and delivering containers (Logistics):
 - 0500 hours Monday to 0659 hours Saturday (Midweek Periods)
 - 0700 to 1459 hours Saturday (Weekend Periods)
- (c) Other landside operations:
 - 0800 to 1700 hours Monday to Friday inclusive (Midweek Periods)

in each case excluding Bank Holidays and Super Bank Holidays.

“Bank Holidays” include National Holidays (but excluding Christmas Day, Boxing Day and New Year’s Day) and are deemed to start at 0700 hours on the relevant day and be of 24 hours duration.

“Super Bank Holidays” are Christmas Day, Boxing Day, and New Year’s Day.

PART I – OPERATIONAL CHARGES

Where the operations referred to hereunder are performed or provided on a Bank Holiday or outside the relevant Midweek Periods, the overtime charges detailed in Part II shall be payable in addition to the operational charges detailed in Part I.

- (a) For receiving/loading or discharging/delivering ISO in-profile containers to/from a vessel during the relevant Midweek Periods: **£128.92 per container.**
- (b) For receiving/loading or discharging/delivering non-ISO containers (including overweight and overwidth containers which can be safely delivered using a standard straddle carrier) to/from a vessel during the relevant Midweek Periods: **£257.83 per container.**
- (c) For discharging laden containers from a vessel to the quay for subsequently loading onto another vessel at the Terminal, or loading such containers from the quay to a vessel having been discharged from another vessel at the Terminal (transshipment containers) during the relevant Midweek Periods (in addition to the extra move charge at Part III (b) where applicable):

£97.37 per ISO in-profile container or £181.60 per non-ISO or other out of profile container

Note 1: 45ft containers which comply with ISO standards shall be charged as for ISO in-profile containers provided they have lifting points at 40ft, otherwise they will be charged at the relevant rates applicable to non-ISO containers.

Note 2: The charges shown in Part I (c) apply only to those laden containers that have been nominated by the Line Operator by container number, prior to their being discharged at the Terminal from the vessel on which such containers are imported, for export on a nominated vessel/sailing. Where such notice is not given, the charges specified in Part I (a) or (b) as appropriate shall apply for each discharge or load move from/to a vessel.

Note 3: Additional charges shall apply where a non-ISO container cannot be safely delivered using a standard straddle carrier.

PART II – OVERTIME CHARGES

Whenever any work is performed during a Bank Holiday or otherwise outside of the relevant Midweek Periods (“overtime”), the following overtime charges payable in addition to the charges detailed in Part I, Part III and Part V shall apply

- (a) **Loading/discharging containers** **£23.54 per container**
(including transshipment containers)

- (b) **Receiving/delivering containers** **£23.54** per container
- (c) **Other landside operations** Rate upon Application
- (d) **Work performed on Super Bank Holidays †** Rate upon Application
 † Subject to suitable and sufficient plant and volunteer labour being available.

PART III – SPECIAL OPERATIONS

- (a) **Extra moves on a vessel**
 - (i) Restows on the Vessel: **£101.80** per lift
 - (ii) Restows via the quay: **£101.80** per lift
 - (iii) Hatch cover moves: **£101.80** per lift
- (b) **Extra moves within a Terminal**
 A charge of **£41.76** per move shall apply for moving a container within the Terminal from one point to another (including but not limited to when an empty container has been rejected), where such move is not covered by an inclusive rate.
- (c) **For the transferring of Full/Laden or Empty containers between the Terminal 1 and Terminal 2 (or vice versa) for subsequent load or delivery:**
£36.53 per container
- (d) **For the transferring of Full/Laden or Empty containers between the Terminal 1 or Terminal 2 to / from the Rail Terminal for subsequent load or delivery:**
£57.39 per container

Note 4: The rates stated above are applicable for all containers requested for transfer between Terminals by the Line via explicit request or implicit necessity to meet the Terminal Operators requirements.

Note 5: ‘Rail Terminal’ means the railhead owned and operated by the Terminal Operator at Terminal 1 for loading and discharge of containers onto the freight trains.

- (e) **Receiving/delivering Landward Containers**
 For receiving a container into the Terminal from road or rail transport and then subsequently delivering such container from the Terminal to road or rail transport (a Landward Container), a charge of **£144.23** per container shall apply.
- (f) **ISPS Code requirements**
 In the event that the level of security threat in the Port of Liverpool increases at any time,

the Terminal Operator reserves the right to levy an additional charge proportional to the increased costs incurred by the Terminal Operator thereby.

(g) **Seal & other ISPS Code related operations** Rate upon Application

(h) **Receiving export containers after the cut-off time** £30.27 per container

(i) **Transferring containers for HMR&C X-ray scanning**

For transferring containers from/to the container stacks at the Terminal to/from the HMR&C X-ray scanner, a charge of **£62.61** per container/scan shall apply.

Where HMR&C require any sort of physical examination as a result of these scans, the charges in respect of the Terminal Operator's plant and labour performing such work shall be as specified in Part III (k) and (l) and shall be paid in addition to the charge for scanning.

(j) **Transferring containers for Mersey Port Health Authority ID-check**

For transferring import containers to the Border Inspection Post (situated within the Terminal) for MPHA ID-check, a charge of **£57.39** per container, inclusive of up to two container moves, shall apply.

Where Mersey Port Health Authority require any sort of physical examination as a result of these ID-checks, the charges in respect of the Terminal Operator's plant and labour performing such work shall be as specified in Part III (l) and be paid in addition to the charge for the ID-check.

(k) **Examinations by HMR&C and Border Force on import Goods and containers**

For import containers and all other Goods having an Import UCR discharged at the Terminal a charge (as specified below) per Customs import entry shall apply in respect of any examination (but excluding X-ray scanning – for which see Part III (i)) undertaken by HMR&C and Border Force on import Goods and containers, and is inclusive of moving such Goods and containers to/from the examination facility. The charge shall be:

£16.17 per Customs import entry

This charge shall be payable by the nominated agent as recorded in Destin8 at the time the relevant Goods or container is delivered from the Terminal. Invoices in respect of this charge shall be issued by Maritime Cargo Processing PLC as agent for the Terminal Operator.

(l) **Examinations by relevant authorities**

Charges for attending to the inspection/examination of containers by relevant authorities (but excluding examinations covered in Part III (k)):

(1) Door Side Examination **£123** per container
(labour content up to 1 man-hour)

(2) Turn-Out 20' **£592** per container
(labour content up to 15 man-hours)

(3) Turn-Out 40'

£745 per container

(labour content up to 20 man-hours)

The charges above are inclusive of up to two container moves.

Where a gas check is required by any relevant authority, such service is not supplied by the Terminal Operator and is provided by independent contractors (at a charge payable direct to them).

Partial turn-outs of 25%, 50% or 75% shall be charged pro rata for the rates (2) and (3) as appropriate.

Relevant authorities shall include, by way of example only, HM Revenue & Customs, Border Force, Mersey Port Heath Authority and The Forestry Commission.

Charges levied against the Terminal Operator by any relevant authority in respect of processing export paperwork for outside of Midweek Periods shall be reimbursed to the Terminal Operator upon demand.

(m) **Groupage operations**

Rate upon Application

(n) **Reprogramming containers (Status Change)**

For reprogramming the declared status of a container e.g. for change of destination, change of vessel, change from laden to empty, hazardous cargo misdeclaration, change import to transshipment (or vice versa) (including Ro/Ro traffic) as previously declared to the Terminal Operator, a charge of: **£21.95** per status change shall apply.

(o) **Mis-declared export containers (Empty Export)**

Any container declared as empty via the port system pre-entry and confirmed by the haulier presenting the container but subsequently found to be full during the in gate process. Container will be put on hold pending change of status and shipping line accepting charges., a charge of: **£156.52** per container plus the Status Change charge in paragraph (n) above.

(p) **Reefer container facility**

For each container positioned at a reefer point on the Terminal (inclusive of electricity supplied if required), a charge of **£10.71** per half day or part thereof shall apply. For the purposes hereof, a half day shall mean any twelve-hour period, or part thereof, subsequent to arrival at the Terminal until departure.

The operations of connecting/disconnecting reefer containers to electricity points, and monitoring the temperature of such containers, are not services supplied by the Terminal Operator. These operations are provided by independent contractors (at a charge payable direct to them).

(q) **Terminal security charge**

1. For each **laden import** container discharged at the Terminal a security charge of **£6.78** per container shall apply.
2. For each **laden export** container loaded at the Terminal a security charge of **£2.09** per container shall apply.

Note 6: This charge shall be payable by the nominated agent as recorded in Destin8 at the time the relevant container is delivered from the Terminal. Invoices in respect of this charge shall be issued by Maritime Cargo Processing PLC as agent for the Terminal Operator.

(r) **SOLAS container weight verification**

For weighing each container that is received at the Terminal without a Verified Gross Mass (VGM) declaration the following charges shall apply: **£28.03** per container

Invoices in respect of this charge shall be issued by Maritime Cargo Processing PLC as agent for the Terminal Operator.

(s) **Dangerous goods administration charge**

For handling containers with dangerous goods **£5.22** per container

(t) **Terminal Infrastructure Charge** **£2.24** per laden import

Note 7: This charge shall be payable by the nominated agent as recorded in Destin8 at the time the relevant container is delivered from the Terminal. Invoices in respect of this charge shall be issued by Maritime Cargo Processing PLC as agent for the Terminal Operator.

(u) **Vehicle Booking System (VBS) Charges**

Per VBS (booking)

No show **£31.31**

If a VBS is booked with appointments against them but it is left to expire, a VBS No Show fee will apply.

VBS Truck Card (TRUC) **£27.00** (06:00 > 18:00 hours)

This charge covers the provision of a Autogate and ISPS passes necessary for haulier drivers to be able to use the Terminals facilities and is valid for 24-months from issuance with unlimited use.

VBS Emergency Pass **£15.50** (06:00 > 18:00 hours)

VBS Emergency Pass: Provision of a one off pass for haulier drivers that do not possess the

TRUC pass. Single use only and subject to business and traffic demands.

VBS Booking Fee

All bookings out of hours or at non-peak hours are free to be booked by hauliers. Peak Hour bookings are chargeable as the significant increase in business requires additional staff to support traffic flows and service demand and are chargeable as follows:

	SLOTS	CHARGES
Monday-Friday	04:00 - 06:00	FREE
	06:00 - 08:00	FREE
	08:00 - 10:00	FREE
	10:00 - 12:00	FREE
	12:00 - 14:00	£0.76
	14:00 - 16:00	£0.76
	16:00 - 18:00	FREE
	18:00 - 20:00	FREE
	20:00 - 23:59	FREE
Saturday	00:00 - 12:00	FREE
	12:00 - 15:00†	FREE
	15:00 - 23:59†	Rate on application
Sunday	00:00 - 23:59	Rate on application
Monday	00:00 - 05:59	Rate on application

† Opening / closing times are subject to change during these hours. Please contact the Terminal in order to confirm opening / closing prior to booking.

PART IV – TIME LOST OR WORK DELAYED

Charges shall be issued by the Terminal Operator in respect of all gangs ordered and/or engaged for work, whether employed or not (unless redeployed to work another vessel), vessel delays and detentions (such as but not limited to awaiting vessel, awaiting containers, etc.). Charges applied shall be as determined by the Terminal Operator from time to time.

PART V – OTHER OPERATIONS NOT DESCRIBED ABOVE

Where the Terminal Operator has agreed to provide any services in respect of which no charges have been assigned in this Schedule, the charges in respect of those services shall be as determined by the Terminal Operator from time to time.

PART VI – SPECIAL RENT (Quay Rent)

(a) Empty containers

For each empty container on the Terminal a Special Rent charge of **£2.74** per TEU per calendar day or part thereof shall apply.

(b) Laden import containers (deep-sea & short-sea)

Per TEU per calendar day or part thereof

Day of completion of discharge of vessel plus following 5 calendar days

Free of Charge

For the next following calendar day

£8.93

For the next two following calendar days

£17.88

For each additional calendar day thereafter

£35.74

(c) Laden export containers (deep-sea & short-sea)

Per TEU per calendar day or part thereof

Day of receiving onto the Terminal plus following 7 calendar days

Free of Charge

For each additional calendar day thereafter

£35.74

(d) Uncontainerised cargo/RoRo traffic†

Per tonne per calendar day or part thereof

Day of landing/receiving onto the Terminal plus following 3 calendar days

Free of Charge

For the next 2 following working days

£2.75

For each additional working day thereafter

£5.51

† Subject to a minimum charge of

£17.33 per Bill of Lading

(e) Damaged Containers (Empty Imports)

Per TEU per calendar day or part thereof

Day of landing/receiving onto the Terminal

plus following 4 calendar days	Free of Charge
For each additional working day thereafter	£5.22 (for 20ft containers)
	£10.43 (for 40ft containers)
	£12.52 (for 45ft containers)

(f) Damaged Containers (Empty Exports)

	Per TEU per calendar day or part thereof
Day of landing/receiving onto the Terminal plus following 4 calendar days	Free of Charge
For each additional working day thereafter	£5.22 (for 20ft containers)
	£10.43 (for 40ft containers)
	£12.52 (for 45ft containers)

(g) Transhipment Containers (Laden)

	Per TEU per calendar day or part thereof
Day of landing/receiving onto the Terminal plus following 10 calendar days	Free of Charge
For each calendar day thereafter	£35.74

Note 8: In relation to paragraphs (e) and (f) above, the above charges will apply to any empty containers arriving at the Terminal in a damaged condition by road or ex. Vessel in addition to any other applicable Quay Rent charges.

Note 9: For the avoidance of doubt, for the calculation of charges specified in this Part VI, containers of the following sizes shall be assigned the following TEU conversion factors:

Containers less than 20' in length	= 1.0 TEU
20' containers	= 1.0 TEU
30' containers	= 2.0 TEU
40' containers	= 2.0 TEU
45' containers	= 2.25 TEU

PART VII – STATUTORY CHARGES, VESSEL DUES, CARGO DUES, CONSERVANCY

ETC. & OTHER CHARGES

All other charges whatsoever howsoever arising in respect of vessels and containers/cargo shall be payable to the Statutory Harbour Authority or relevant service provider by the party responsible for the charge.

GENERAL CONDITIONS

Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by the Terminal Operator.

Value Added Tax (or any other tax required to be levied on the Terminal Operator'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 Terminal Operator's VAT registration number is GB 338 1667 82.

Payments should be made payable to:

In the case of:

The Mersey Docks and Harbour Company (L2) Limited

Sort Code: 601319 A/c No. 49915053

IBAN: GB71NWBK60131949915053

BIC: NWBKGB2L

Remittances should be sent to the Credit Control Section, The Mersey Docks and Harbour Company (L2) Limited, Maritime Centre, Port of Liverpool, L21 1LA.

This Schedule and Term shall be governed by and construed in accordance with English Law.

ENQUIRIES

Enquiries regarding this Schedule should be routed as follows:

New Services & Business Development +44 (0) 151 949 6327

All Other Enquiries +44 (0) 151 949 6181

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