



# Port of Liverpool

## Port Dues and Charges

Operative from:  
**1st January 2025**

Peel Ports Group  
**More Than Ports**

# Port Dues and Charges

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DEFINITIONS, TERMS, AND CONDITIONS .....	2
PART 1 – VESSELS, GOODS, AND PASSENGERS .....	11
1 Conservancy Dues .....	11
2 Dock Dues.....	13
3 Goods Dues .....	16
4 Passenger Dues .....	19
5 Environmental Levy .....	20
6 Waste Reception Levy.....	20
PART 2 – PILOTAGE.....	22
PART 3 – TOWAGE.....	29
PART 4 – QUAY RENT AND SPECIAL RENT .....	30
PART 5 – LINE HANDLING (ANCILLARY SERVICES) .....	32
PART 6 – OTHER SUNDRY CHARGES.....	36
1 Hot Work, Diving, and Immobilization Consents .....	36
2 Online Vessel Booking Portal (“PortLinks”).....	36
3 Hydrographic Information.....	36
4 Ro/Ro Traffic Surcharges .....	37
5 Dangerously Weighted Heaving Lines .....	37
6 Land Exploitation Levy .....	37
ENQUIRIES.....	38

## DEFINITIONS, TERMS, AND CONDITIONS

1. In these terms and conditions and charging provisions, unless the context otherwise requires:

“AFS”	means any goods intended for use as animal feeding stuffs and carried in bulk;
“Boatmen”	means the persons employed or provided by the Company to perform Line-Handling Services, and includes linesmen;
“Cargo Operator”	means the stevedore or goods (cargo) handler having responsibility for receiving, loading, discharging, delivering, storing, or otherwise handling goods;
“charges”	means all charges, dues, tolls, rates, duties, fees, expenses, or other sums of every description payable to the Company;
“the Company”	means The Mersey Docks and Harbour Company Limited;
“Coastwise”	means any place in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, and Ireland, but excluding any offshore installation;
“Data Protection Legislation”	means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998 and the UK GDPR (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this document will, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation;
“day”	means a period of 24 hours commencing at midnight or any part thereof;
“Dock”	means the docks, jetties and other facilities for the berthing of vessels and the loading and unloading of goods on and from vessels, for the time being belonging to the Company;
“Garston Docks”	means the docks at Garston;
“Gig Boat”	means any vessel provided by the Company for the performance of any Service;
“goods”	includes any article or thing of any kind whatsoever (including any packages or containers within which they may be contained) including without prejudice to the generality of the foregoing grain, fish, livestock, and animals of all descriptions and also liquids and gases;

“grain”	means cereal grains, grain legumes and oilseeds, but not fertilizer or processed grains (e.g. rape or soya meal/pellets) or products for animal feeds;
“GT”	means Gross Tons/Gross Tonnage as defined by the International Convention on the Tonnage Measurement of Ships (1969). In the case of unregistered vessels, the Company will, at its discretion, estimate a GT figure for the application of any GT-based charges;
“Harbour Master”	means the harbour master appointed by the Company and includes the harbour master’s authorized deputies and assistants and any person so authorized by the Company to act in that capacity;
“Hirer”	means, in respect of Part 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 line-handling services of the Company;
“Line-Handling Services”	means 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;
“Liverpool Landing Stages”	means the Liverpool (Princes) Landing Stage and the extension thereto (the City of Liverpool Cruise Terminal);
“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 that forms part of the Harbour and Port of Manchester;
“owner”	(a) when used in relation to a vessel, includes the owner of the vessel and any part-owner, charterer, consignee, or mortgagee in possession thereof, the master or other person lawfully or de facto having or taking the command, charge, or management of the vessel for the time being; and  (b) when used in relation to goods, includes the owners of the goods and any consignor, consignee, shipper, or agent for the sale or custody, loading or unloading of the goods;
“Pilot”	means a pilot authorized by the Company;

“Pilotage District”	means the Port, the Manchester Harbour Area and Garston Docks;
“the Port”	means the Docks and the area comprising all the sea and channels leading to the River Mersey bounded by an imaginary line drawn straight from the Redstones at Hoylake at latitude 53 degrees 23 minutes 12.17 seconds north and longitude 3 degrees 11 minutes 55.42 seconds west to a position in latitude 53 degrees 29 minutes 00 seconds north and longitude 3 degrees 32 minutes 00 seconds west, thence in a true north direction to a position in latitude 53 degrees 32 minutes 00 seconds north and longitude 3 degrees 32 minutes 00 seconds west and thence drawn straight in a direction of 065 degrees true to the point of intersection with, and thence along, an imaginary line bearing 157.5 degrees true to a position on the beach at Formby Point at latitude 53 degrees 34 minutes 00.55 seconds north and longitude 3 degrees 05 minutes 57.75 seconds west and the river Mersey (excepting so much thereof as is situate in the port of Manchester) up to Warrington Bridge, and references to “the Port” include references to any other harbour on or adjoining the River Mersey owned or managed by the Company or any of its subsidiaries;
“Port Operations Control”	means the Port Operations Control for the Port (Mersey VTS);
“Port User”	includes, without limitation, any owner, shipper, consignee, agent, Hirer, licensee, visitor, occupier, invitee or other entity or person being present at the Port and/or having access to and/or use of the Company’s infrastructure, Services, or facilities;
“quay”	means the docks, locks, quays, jetties, stages, berths, transits sheds, warehouses and other works, buildings and land for the time being belonging to, vested in, occupied by or under the management of the Company;
“Services”	means any service or operation of whatsoever nature performed or provided by the Company;
“UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data [(United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

- “vessel” includes every description of vessel or craft of any kind, however propelled or moved, and any thing constructed or used to carry persons or goods by water and a seaplane on or in the water, a hovercraft or hydrofoil vessel; and in respect of Part 5 – LINE HANDLING only, includes any craft or object of whatsoever nature (whether or not coming within the usual meaning of the word vessel) that the Company agrees to assist by providing Line-Handling Services of whatsoever nature at the request, either express or implied, of the Hirer;
- “warping” means moving a vessel along a quay by hauling on the vessel’s mooring lines attached to a bollard;
- “working day” means any day excluding Christmas Day, Boxing Day, New Year’s Day, Good Friday, or any other statutory holiday; and a fraction of a working day will be counted as a whole working day.

2. Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender will include any other gender.
3. The acknowledgement and acceptance by a person, the owner or Hirer (or their appointed agents) of these terms and conditions and charging provisions (including the charges herein and any associated directions, regulations or relevant terms and conditions for trade or the supply of services), if not express, will be implied from any one or more of the following:
  - (a) entry into or use of the Port by any vessel;
  - (b) landing, depositing, loading or storing any goods within the Port;
  - (c) embarking or disembarking any passengers within the Port;
  - (d) requesting any Services from the Company; or
  - (e) making use of any of the Company’s equipment, Services, or facilities.
4. The owner warrants to the Company that the owner is either the owner or the authorized agent of the owner of the vessel and/or goods and further warrants that the owner accepts these terms and conditions and charging provisions (including the charges herein and any associated directions, regulations or relevant terms and conditions for trade or the supply of Services) not only for itself but also as duly authorized agent for and on behalf of every other person (hereinafter meaning all forms of legal entity including an individual, company, body corporate (wherever incorporated or carrying on business), unincorporated association, governmental entity and a partnership and, in relation to a party who is an individual, his or her legal personal representative(s)) interested in the vessel and/or goods. Any finance company, lessor or other person having or claiming to have title to or an interest in such vessel and/or goods are advised that unless the Company is notified in writing of their title or interest in the particular

vessel and/or goods prior to the commencement of any relationship between the Company and the owner, these terms and conditions and charging provisions (including the charges herein and any associated directions, regulations or relevant terms and conditions for trade or the supply of Services) will be deemed to have been accepted with the authority of such persons and such persons' rights over and in respect of the vessel and/or goods shall be subordinated to the rights of the Company under these terms and conditions and charging provisions (including the charges herein and any associated directions, regulations or relevant terms and conditions for trade or the supply of Services). Furthermore, the owner must reimburse the Company in full and on demand for all costs and expenses suffered or incurred by the Company arising out of or in connection with any lack of authority or title on the part of the owner.

5. Unless otherwise stipulated in any terms and conditions relating to Services and facilities provided by the Company, all vessels may enter or leave or move within the Port or use the Company's Docks, equipment or facilities or the service of its employees for or in connection with the loading, discharging or trans-shipping of goods or in connection with repairing, fitting out, victualing, provisioning or laying-by of the vessel only with the consent of the Company and subject to:
  - (a) payment of the relevant dues 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 Company's statutes, byelaws, directions, and regulations.
6. The Company, notwithstanding any consent given or arrangement made, will 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.
7. The Company does not take any charge of or assume any responsibility whatsoever in respect of any vessel navigating or lying within the Port or entering, leaving, moving, mooring, or unmooring within the Port; all vessels under such circumstances being at the sole risk of the owner, who alone is responsible for the safety and security of their vessel and moorings and also for any damage done by their vessel or servants to the Port, or vessels or goods within or upon any part of the Port.
8. When complying with the lawful directions of the Harbour Master or other appropriate officers of the Company, every vessel will remain at the risk of the owner thereof, and all things done, whether by the Company or the owner, in pursuance of execution or intended execution of such directions will be deemed to be done by the owner and all costs and expenses incurred, including those issued by the Company, will be for the owner's account.

9. Unless the Company agrees to the contrary, the owner of a vessel warrants that any vessel that it brings into or causes to be within the Port will be:
  - (a) seaworthy and operated in compliance with all relevant international standards and regulatory requirements (including, by way of example only, the ISM Code, flag state, classification society and UK Maritime & Coastguard Agency or equivalent) regarding safety, stability, seaworthiness, fitness for purpose and security;
  - (b) covered by P&I insurance with reputable P&I or London market insurers in respect of third-party liability risks (including but not limited to goods (cargo) damage, pollution, and wreck removal) and for levels of cover as would normally be taken out by a prudent operator of comparable vessels in similar trades;and shall ensure that the vessel is operated and covered by P&I insurance in accordance with requirements (a) and (b) above, respectively, at all times that the vessel is within the Port and must provide to the Company on demand documentary evidence of such status.
10. Unless the Company agrees to the contrary, paragraph 5 of part 2 of schedule 7 of the Merchant Shipping Act 1995 will not apply in respect of any claim the Company may have in relation to a vessel using the Port.
11. When an agent for a vessel ceases to act while that vessel is within the Port and does not accept responsibility for all charges arising, that agent must notify the Company immediately so that charges may be correctly debited to the responsible parties.
12. All goods within the Port (whether in transit, laid down or deposited) are at the owner's sole risk in every respect. The Company has no custody of such goods and accepts no responsibility for any loss or damage to such goods, whatever the cause, even if the loss or damage is caused by any act or neglect on the part of the Company's servants or agents.
13. Goods are not in the Company's custody 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.
14. By landing or depositing goods at any location within the Port, the owner of the goods and the owner of the vessel (from which the goods were discharged or onto which the goods are to be loaded) jointly and severally indemnify the Company against any claims for HM Revenue & Customs duties or other taxes on the goods and for any other claims or fines against the Company from other local and national regulatory authorities or agencies in connection with the owners' use of the Port.
15. Use of the Company's Services and facilities will be, unless the Company agrees to the contrary, subject to and in accordance with the Company's relevant terms and conditions for Services and facilities in force from time to time. The Company requires



the appropriate requisition and any other necessary documents to be lodged before any service is begun or facility is used.

16. 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.
17. Where the Company has agreed to provide any Services or facilities in respect of which no charges have been assigned in this schedule, the charges applicable to those Services or facilities will be as determined from time to time by the Company.
18. Except where specified herein to the contrary, all charges specified hereunder are payable to the Company on demand unless otherwise agreed by the Company.
19. Value Added Tax (or any other tax required to be levied on the Company's charges) will be payable where applicable at the appropriate rate current from time to time on and in addition to the charges specified or referred to herein. The Company's VAT Registration number is GB 618 6241 39.
20. Payments must be to:  

The Mersey Docks and Harbour Company Limited	
Sort Code: 601319	A/c No. 45137641
IBAN: GB80NWBK60131945137641	
BIC: NWBKGB2LL	
21. Remittances must be sent to the Credit Control Section, The Mersey Docks and Harbour Company Limited, Maritime Centre, Port of Liverpool, L21 1LA.
22. The Company may agree to allow an owner or its agent a credit account in relation to certain charges, subject to such conditions (such as but not limited to the period of credit) that the Company may specify from time to time.
23. If the Company (acting reasonably) considers that there is a risk that any charges levied or any future charges to be levied may not be paid by the relevant due date, the Company reserve the right, upon giving the owner, or its agent, notice, to immediately withdraw any credit arrangement agreed and to require payment in advance (where applicable) or immediate payment on demand of the whole or part of its charges.
24. The Company reserves all its statutory rights in relation to the recovery of charges owing to it, including its rights to distrain, arrest, or sell vessels or goods for non-payment of charges in respect of such vessels or goods.
25. The Company may, subject to any statutory requirements to the contrary, at any time demand pre-payment of the whole or part of its charges.

26. Without prejudice and in addition to any other right or remedy, the Company reserves the right to charge interest at the rate of 4% above the then prevailing Lloyds Bank Base Rate (or, in the election of the Company, statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998) on all amounts overdue and such interest will accrue on a daily basis until payment is received.
27. All charges due and owing to the Company must be paid to the Company without set-off, withholding, or deduction of any kind.
28. Where an owner appoints an agent to pay any charges to the Company, the owner remains ultimately responsible and liable in the event of non-payment of any such charges by its agent.
29. All activities undertaken and Services and facilities provided by the Company are under these terms and conditions and charging provisions, and all applicable statutes, byelaws, directions, regulations and relevant terms and conditions for trade or the supply of Services, which will continue to apply except where varied from time to time by the Company.
30. The Company may collect and process information relating to the owner and their appointed agents in accordance with the privacy notice that is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation.
31. These terms and conditions cannot be varied other than in writing by the Company.
32. These terms and conditions and charging provisions, including the charges herein, may be varied at any time and from time to time in such respects and in such manner as the Company may determine.
33. Nothing in these terms and conditions and charging provisions will restrict, prejudice, or affect the Company's powers and duties in the exercise of its functions as the statutory harbour authority for the Port and its approaches or as the competent harbour authority.
34. These terms will be governed and construed according to the Laws of England by the English Courts to the exclusion of the jurisdiction of the courts of any other country.

### **Audit**

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

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

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

The Company reserves all rights to introduce a Brexit surcharge or associated additional charges should legislative changes dictate a material change to the Company’s operational activities during 2025. These activities include, but are not limited to, the physical presentation of goods for examination, examination activity, or supporting administration.

### **Company land rights and use of natural resources**

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

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

### **Seafarers’ wages declaration**

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

## PART 1 – VESSELS, GOODS, AND PASSENGERS

### 1 CONSERVANCY DUES

#### 1.1 SCHEDULE OF CONSERVANCY DUES

Class of Conservancy Dues	Conservancy Dues
Vessels entering, using, or leaving the Port	£0.961 per GT per voyage
Administration Surcharge	£40.31 per voyage
Dredging Surcharge	£0.085 per GT per voyage
Operations Supplementary Dues	£1.070 per GT per day
Detention Supplementary Dues	£1.070 per GT per day

#### 1.2 LIABILITY FOR AND CALCULATION OF CONSERVANCY DUES

- (a) Conservancy Dues apply to any vessel entering, using, or leaving the Port, and a vessel becomes liable upon entering the Port to the Conservancy Dues appropriate to its reason for being within the Port as specified in paragraph 1.1.
- (b) One arrival with one departure of a vessel is considered as one voyage whether such vessel has discharged goods, loaded goods, disembarked passengers, embarked passengers, or arrived or departed in ballast.
- (c) The **Administration Surcharge** is payable in addition to any other Conservancy Dues or any other rates, charges, or arrangements payable in lieu thereof.
- (d) The **Dredging Surcharge** is payable in addition to any other Conservancy Dues or any other rates, charges, or arrangements payable in lieu thereof in respect of any vessel transiting the Queens Channel and Crosby Channel (either inward- or outward-bound) at a draught exceeding 6.3 metres.
- (e) The **Operations Supplementary Dues** are payable in addition to any other Conservancy Dues in respect of any vessel within the Port, other than at any Dock, and with the permission of the Company that:
  - (i) discharges or loads goods (excluding at Mersey Wharf, Bromborough);
  - (ii) embarks or disembarks passengers; or
  - (iii) undertakes commercial activities other than (i) and (ii) above.
- (f) The **Detention Supplementary Dues** are payable in addition to any other Conservancy Dues (except the Operations Supplementary Dues) in respect of any vessel under detention, arrest, restriction, or receivership while within the Port other than at any Dock.
- (g) Conservancy Dues are calculated on a vessel's GT.

### 1.3 GENERAL CONDITIONS RELATING TO CONSERVANCY DUES

- (a) Conservancy Dues are ship dues levied under section 26 of the Harbours Act 1964.
- (b) Under section 26 of the Harbours Act 1964, the Company may demand, take, and recover such Conservancy Dues as it deems fit, or in respect of vessels which are not ships, other equivalent powers under the Mersey Docks and Harbour Acts and Orders 1857–2021.
- (c) Unless the Company agrees to the contrary, the owner and master of a vessel are jointly and severally liable for the Conservancy Dues thereon.
- (d) The master or owner of every vessel shall, on demand, produce to the Company the certificate of tonnage and registry of such vessel and details of the most distant port from which the vessel has arrived or to which the vessel is bound. Should any such master or owner refuse or neglect to make such production on demand, and if any master or owner refuses to answer any reasonable question or wilfully gives a false or untrue answer, they will, for every such offence, be liable to a penalty.
- (e) Unless the Company agrees to the contrary, Conservancy Dues must be paid in full to the Company before a vessel departs from the Port.
- (f) The Company may recover Conservancy Dues in the same manner it may recover ship dues or equivalent dues and rates under the Mersey Docks and Harbour Acts and Orders 1857–2021.
- (g) If the master or owner of any vessel evades the payment of any Conservancy Dues payable to the Company in respect of such vessel, or any part thereof, the master or owner will be liable to a penalty equal to double the amount of the charges of which the master or owner have evaded the payment.
- (h) Masters and owners of vessels that proceed outwards to an anchorage within the Port with the intention of the vessel returning inwards must declare that intention before anchoring. Otherwise, the subsequent inward transit will be considered the start of a new voyage for the purpose of all voyage-related charges.
- (i) If any vessel loads or discharges goods 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 without the previous consent of the Company, the master or owner of such vessel is liable to pay to the Company, by way of damages, not less than the full amount and not exceeding twice the full amount of the Dock Dues that would have been payable in respect of the vessel and her goods if the vessel had loaded or discharged its goods at a Dock.

**Note:** Prior to 1 January 2025, Conservancy Dues were referred to as “Conservancy”. Accordingly, any agreement made by the Company that refers to Conservancy should, from 1 January 2025, be construed as referring to Conservancy Dues.

## 2 DOCK DUES

### 2.1 SCHEDULE OF DOCK DUES

Vessel's purpose at a Dock	Dock Dues per GT per day	Minimum Number of Chargeable Days
Discharging only AFS or discharging and loading only AFS	£1.351	2
Loading only AFS	£1.104	2
At the Royal Seaforth Grain Terminal: Discharging only grain or discharging and loading only grain	£1.379	2
At the Royal Seaforth Grain Terminal: Loading only grain	£1.125	2
Registered fishing vessels landing catches	£0.716	2
Discharging only or discharging and loading all other goods originating from or destined for Coastwise or any place in the European Union	£1.424	2
Loading only all other goods destined for Coastwise or any place in the European Union	£1.070	2
Discharging only or discharging and loading all other goods originating from all other places	£1.663	2
Loading only all other goods destined for all other places	£1.302	2
Disembarking or embarking passengers	£1.070	2
When at a Dock to discharge or load goods or to disembark or embark passengers but idle because of: <ul style="list-style-type: none"> <li>- non-availability of dock labour</li> <li>- non-availability of a discharging or loading berth</li> <li>- weather conditions preventing cargo operations</li> <li>- weather conditions preventing departure</li> </ul>	£0.106	1
For a commercial purpose other than discharging or loading goods or disembarking or embarking passengers (e.g. for bunkering, mobilization, crew change)	£1.070	1
Under detention, arrest, restriction, or receivership	£1.070	1
Repairing or scrapping	£0.620	1
Sheltering from adverse weather conditions	£0.106	1

<b>Vessel's purpose at a Dock</b>	<b>Dock Dues per GT per day</b>	<b>Minimum Number of Chargeable Days</b>
Laying-up with the prior permission of the Company	£0.106	1
Infrastructure Surcharge	£0.0115 per GT	

## 2.2 LIABILITY FOR AND CALCULATION OF DOCK DUES

- (a) Dock Dues apply to any vessel entering, using, or leaving a Dock, and a vessel becomes liable upon arriving at a Dock to the Dock Dues charge appropriate to its purpose at a Dock.
- (b) Dock Dues are payable in addition to Conservancy Dues.
- (c) A vessel discharging goods only is liable to Dock Dues in respect of the most distant of all the places at which the goods on board on its arrival were loaded.
- (d) A vessel loading goods only is liable to Dock Dues in respect of the most distant of all the places at which the goods on board on its departure are to be discharged.
- (e) A vessel arriving to discharge and load goods is liable to Dock Dues in respect of the most distant of all the places at which the goods on board on its arrival were loaded and all the places at which the goods on board on its departure are to be discharged.
- (f) A vessel that uses a Dock to discharge a bulk commodity and after that loads at a Dock a commodity of a different type (i.e. general goods or containers) or that uses a Dock to discharge general goods or containers and that after that loads at a Dock a bulk commodity is liable to the Dock Dues for the period of discharge at the appropriate Dock Dues for vessels discharging only and, for the period of loading, the appropriate Dock Dues for vessels loading only.
- (g) A vessel using a Dock in both Liverpool and Birkenhead is liable to the Dock Dues assessed separately with respect to each use of the Dock in Liverpool and the Dock in Birkenhead.
- (h) A vessel finishing discharging or loading goods or embarking or disembarking passengers before midnight on any day and that remains at a Dock awaiting the tide (but not for any other purpose) on the following day is exempt from Dock Dues in respect of that following day.
- (i) A vessel arriving at a Dock before midnight that does not commence discharging or loading goods or embarking or disembarking passengers until the following day is exempt from Dock Dues in respect of the day of arrival provided that no other activities take place on the day of arrival.

- (j) When a vessel's purpose on any particular day should attract more than one Dock Dues charge, the purpose that attracts the highest "per GT per day" Dock Dues charge will be used to determine the Dock Dues applicable on that particular day.
- (k) The **Infrastructure Surcharge** is payable in addition to any other Dock Dues or any other rates, charges, or arrangements payable in lieu thereof.
- (l) Dock Dues are calculated on a vessel's GT and are subject to a minimum charge of **£60** per day. This minimum charge calculation does not apply to the Infrastructure Surcharge.
- (m) The Company reserves the right to charge vessels of less than 82 metres in overall length an additional charge of **£904** to lock in and **£904** to lock out of the Docks in circumstances where such vessels do not use a lock in the company of one or more vessels of 82 metres or more in overall length.

### 2.3 GENERAL CONDITIONS RELATING TO DOCK DUES

- (a) Dock Dues are ship dues levied under section 26 of the Harbours Act 1964.
- (b) Under section 26 of the Harbours Act 1964, the Company may demand, take, and recover such Dock Dues as it deems fit, or in respect of vessels which are not ships, other equivalent powers under the Mersey Docks and Harbour Acts and Orders 1857–2021.
- (c) Unless the Company agrees to the contrary, the owner and master of a vessel are jointly and severally liable for the Dock Dues thereon.
- (d) The master or owner of every vessel shall, on demand, produce to the Company the certificate of tonnage and registry of such vessel and details of the most distant port from which the vessel has arrived or to which the vessel is bound. Should any such master or owner refuse or neglect to make such production on demand, and if any master or owner refuses to answer any reasonable question or wilfully gives a false or untrue answer, they will, for every such offence, be liable to a penalty.
- (e) Unless the Company agrees to the contrary, Dock Dues must be paid in full to the Company before a vessel departs from the Docks.
- (f) The Company may recover Dock Dues in the same manner it may recover ship dues or equivalent dues and rates under the Mersey Docks and Harbour Acts and Orders 1857–2021.
- (g) If the master or owner of any vessel evades the payment of any Dock Dues payable to the Company in respect of such vessel, or any part thereof, the master or owner will be liable to a penalty equal to double the amount of the charges of which the master or owner have evaded the payment.



**Note:** Prior to 1 January 2025, Dock Dues were referred to as “Berth Charges”. Accordingly, any agreement made by the Company that refers to Berth Charges should, from 1 January 2025, be construed as referring to Dock Dues.

### 3 GOODS DUES

#### 3.1 SCHEDULE OF GOODS DUES

Type of goods	Goods Dues per tonne
Grain – imports	£9.24
Grain – exports	£4.17
Oilseeds and oleaginous fruit, etc.	£9.24
Residues and waste from the food industries, etc.	£9.15
Metallic ore, slag, and ash	£9.15
Mineral fuels, mineral oils, etc.	£8.71
Animal and vegetable fats and oils in bulk	£8.71
Liquid chemicals in bulk	£10.54
Bunkers supplied directly to a vessel	£6.85
Metals (excluding iron and steel)	£25.14
Maximum Goods Dues – all other commodities	£25.14
Minimum Goods Dues – all other commodities	£10.53

#### 3.2 LIABILITY FOR AND CALCULATION OF GOODS DUES

- (a) Goods Dues apply to any goods brought into, taken out of, or carried through the Port by vessel.
- (b) Unless otherwise indicated, Goods Dues are levied on the gross weight of the goods and all packaging per metric tonne of 1,000 kilograms or part thereof.
- (c) Goods Dues are not made on the weight of containers or pallets except when containers and pallets are not transporting goods.
- (d) Goods Dues on un-weighed timber are calculated from its measurements using the appropriate conversion factor for each category of timber. Conversion factors for specific timbers may be obtained from the Company.
- (e) Goods brought into, taken out of, or carried through the Port on board a vessel that are not discharged or loaded at a Dock are liable to 50% of the applicable Goods Dues.

- (f) Goods passing over the Company's railway lines will be subject to additional charges, which will be quoted upon application.
- (g) A minimum calculated charge of **£69** per bill of lading applies to all Goods Dues.
- (h) The Company may, at its discretion, issue a charge to the owner of goods brought into the Port with the intention of loading those goods on board a vessel but which are subsequently removed from the Port other than on board a vessel.

### **3.3 GENERAL CONDITIONS RELATING TO GOODS DUES**

- (a) Under section 26 of the Harbours Act 1964, the Company may demand, take, and recover such Goods Dues as it deems fit.
- (b) Unless the Company agrees to the contrary, the owner of the goods is liable for the Goods Dues thereon.
- (c) Unless the Company elects otherwise, in respect of goods discharged within the Port, the owner of the goods will be considered to be the party to whom the goods are consigned or to whom the vessel's delivery order is made out, and in respect of goods loaded within the Port, the owner of the goods will be considered to be the consignor of the goods
- (d) Unless the Company agrees to the contrary, Goods Dues must be paid in full to the Company before removal of the goods from the Port.
- (e) The Company may recover Goods Dues in the same manner it may recover goods dues or equivalent dues and rates under the Mersey Docks and Harbour Acts and Orders 1857–2021.
- (f) If the owner of any goods evades the payment of any Goods Dues payable to the Company in respect of such goods, or any part thereof, the owner will be liable to a penalty equal to double the amount of the charges of which the owner has evaded the payment.

### **3.4 GOODS DUES: DOCUMENTS TO BE FURNISHED**

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

- (c) Confirmation of the quantity of goods discharged or loaded and the required supporting documents, together the “cargo declaration”, must be supplied by the master or owner of a vessel, via their appointed agent, to the Company within two working days from the day upon which the vessel completes discharging or loading, as appropriate.
- (d) The cargo declaration must be uploaded to the relevant vessel’s booking record using the Company’s Online Booking Portal (PortLinks); the Company will no longer accept cargo declarations from appointed agents via alternative means (such as email or telephone). Upon departure of a vessel, the Company will send a notification (containing a link to the location where the cargo declaration must be entered and uploaded) to the registered email of the appointed agent(s) for the vessel.
- (e) The master or owner of a vessel who fails to provide a cargo declaration commits an offence and may be liable, upon conviction, to a fine. Appointed agents that fail to comply with the process or timescale for submitting cargo declarations, but excluding cases where the appointed agent can prove that they were not supplied with a cargo declaration by the master or owner, will incur a charge of **£549** per vessel concerned.

### 3.5 EXEMPTIONS

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

(a) **Goods in transit via the Docks**

Goods imported into the Port that having been discharged at a Dock are arranged to be reshipped therefrom as soon as practicable to another place, and are subsequently reshipped to that place, are exempt from the payment of outward Goods Dues, provided that the inward Goods Dues have been paid in full.

(b) **Goods brought into the Port but discharged or elsewhere**

Goods brought into, taken out of, or carried through the Port on board a vessel that are not discharged or loaded within the Port but which are discharged or loaded at any place, other than within the Port, that is connected to the River Mersey at a point to the south of an imaginary straight line drawn across the River Mersey from Eastham Ferry to the north-westerly boundary of Garston North Dock are exempt from the payment of Goods Dues.

**Note:** Prior to 1 January 2025, Goods Dues were referred to as “Goods Charges”. Accordingly, any agreement made by the Company that refers to Goods Charges should from 1 January 2025 be construed as referring to Goods Dues.

## 4 PASSENGER DUES

### 4.1 SCHEDULE OF PASSENGER DUES

Passengers embarking for or disembarking from:	Passenger Dues per passenger
Coastwise or any place in the European Union	£8.71
Any other place	£15.61

### 4.2 LIABILITY FOR AND CALCULATION OF PASSENGER DUES

Passenger Dues apply to any passengers embarking or disembarking within the Port.

### 4.3 GENERAL CONDITIONS RELATING TO PASSENGER DUES

- (a) Under section 26(2) of the Harbours Act 1964, the Company may demand, take, and recover such Passenger Dues as it deems fit.
- (b) Unless the Company agrees to the contrary, the owner and master of a vessel are jointly and severally liable for the Passenger Dues in respect of the passengers embarking or disembarking the vessel.
- (c) Unless the Company agrees to the contrary, Passenger Dues must be paid in full to the Company before a vessel departs from the Port.
- (d) The Company may recover Passenger Dues in the same manner it may recover passenger dues or equivalent dues and rates under the Mersey Docks and Harbour Acts and Orders 1857–2021.
- (e) If the master or owner of any vessel evades the payment of any Passenger Dues payable to the Company in respect of such vessel, or any part thereof, the master or owner will be liable to a penalty equal to double the amount of the charges of which the master or owner have evaded the payment.

### 4.4 PASSENGER DUES: DOCUMENTS TO BE FURNISHED

- (a) Unless otherwise agreed in advance by the Company, the master or owner of every vessel embarking or disembarking passengers must supply to the Company the following documents confirming the number of passengers embarked or disembarked within the Harbour and the days upon which embarking or disembarking or both took place:
  - (i) Passenger manifest; and
  - (ii) Statement of facts.
- (b) Confirmation of the number of passengers embarked or disembarked and the required supporting documents, together the “passenger declaration”, must be supplied by the master or owner of a vessel, via their appointed agent, to the Company within two working days from the day upon which the vessel completes embarkation or disembarkation, as appropriate.

- (c) The passenger declaration must be uploaded to the relevant vessel’s booking record using the Company’s Online Booking Portal (PortLinks); the Company no longer accepts passenger declarations from appointed agents via alternative means (such as email or telephone). Upon departure of a vessel, the Company will send a notification (containing a link to the location where the passenger declaration must be entered and uploaded) to the registered email of the appointed agent(s) for the vessel.
- (d) The master or owner of a vessel who fails to provide a passenger declaration commits an offence and may be liable, upon conviction, to a fine. Appointed agents that fail to comply with the process or timescale for submitting passenger declarations, but excluding cases where the appointed agent can prove that they were not supplied with a passenger declaration by the master or owner, will incur a charge of **£549** per vessel concerned.

## 5 ENVIRONMENTAL LEVY

The owner and the master of a vessel entering, using, or leaving the Port are jointly and severally liable for the Environmental Levy thereon as set out below:

Category of vessel	Environmental Levy per voyage
A: Vessels carrying (as goods) 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	£0.0188 per tonne of goods
B: Any vessel that is not a Category A vessel	£0.0021 per GT

## 6 WASTE RECEPTION LEVY

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

Vessel GT	Waste Reception Levy per voyage
Up to 3,000	£43.06
Over 3,000	£122.54

- (b) The maximum quantity of non-hazardous, dry domestic waste covered by the above charges specified in section 6(a) is 1,000 kg or 1 m<sup>3</sup> per vessel per voyage. Disposal of additional quantities of non-hazardous, dry domestic waste will be quoted separately upon application to [mersey.waste@peelports.com](mailto:mersey.waste@peelports.com).
- (c) An additional charge of **£426** per collection will apply for the disposal of International Catering Waste (ICW). If an ICW disposal service is required, the Company must be notified with not less than 24 hours' notice (excluding weekends and Bank Holidays) by emailing [ShipsgarbageMersey@peelports.com](mailto:ShipsgarbageMersey@peelports.com), including the following details:
- Name of vessel
  - Berth at which the ICW will be landed ashore
  - Estimated date and time of arrival at the berth
  - Estimated quantity of ICW for disposal
  - Copy of the CERS workbook
- (d) An additional charge of **£216** will apply on each occasion that an ICW disposal service is requested but is subsequently cancelled.
- (e) Owners and masters of vessels must make their own arrangements for the disposal of liquid non-hazardous waste and all hazardous waste.
- (f) Waste must not be landed from vessels other than into recognized waste reception facilities provided for that purpose by the Company, the terminal operator, or the master or owner of the vessel, as appropriate. If the master of a vessel lands waste other than into recognized waste reception facilities, the Company reserves the right (but shall not be obliged) to remove and dispose of (in any way that the Company sees fit) the waste itself, and the master or owner of the vessel must reimburse the Company in full and on demand for all costs and expenses suffered or incurred by the Company in undertaking such removal and must indemnify the Company in full and on demand for any losses suffered or incurred by the Company in connection with such removal or disposal. The Company will not be liable, answerable, or accountable to the master or owner of the vessel or any other party interested in such items for removing or disposing of the items or for the proceeds (if any) of any such disposal.
- (g) Queries regarding waste reception should be addressed to: [mersey.waste@peelports.com](mailto:mersey.waste@peelports.com).

## PART 2 – PILOTAGE

### 1 PILOTAGE

The Company as the Competent Harbour Authority for the Port, and exercising the Competent Harbour Authority function on behalf of The Manchester Ship Canal Company Limited (in respect of the Manchester Harbour Area) and Associated British Ports (in respect of Garston Docks) under the Pilotage Act 1987, impose the following pilotage charges under section 10 of the Act in respect of the Pilotage District.

Copies of the Pilotage Directions for the Pilotage District are available on the Company’s website or upon request from the Harbour Master’s Department.

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

### 2 SCHEDULE OF PILOTAGE CHARGES

- (a) The following charges are payable for piloting a vessel to or from the Liverpool Bar Pilot Station from or to:
- (i) the entrance to the Manchester Ship Canal or the entrance to the Queen Elizabeth II Dock;
  - (ii) any berth or location at the Docks or Garston Docks; or
  - (iii) any berth or location (including a point of aborted transit) within the River Mersey:

Vessel GT	Per act of pilotage
Up to 800	£1,002
801 to 1,600	£1,379
1,601 to 3,500	£1,868
3,501 to 7,500	£2,373
7,501 to 12,000	£3,124
12,001 to 15,000	£3,587
15,001 to 20,000	£4,087
20,001 to 30,000	£4,331
30,001 to 40,000	£4,633
40,001 to 50,000	£4,981
50,001 to 60,000	£5,332
Over 60,000	£5,685

(b) **Anchoring and standby time**

- (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 **£72** is 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 Pilotage District, a charge of **£273** is payable.
- (iii) For each period of 60 minutes (or part thereof) that a vessel is at anchor for the vessel's business with a Pilot on board, an anchorage charge of **£273** is payable.

These charges will 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) The following charges are payable for piloting a vessel navigating or moving within the Pilotage District via the River Mersey:

<b>Vessel GT</b>	<b>Per act of pilotage</b>
Up to 800	£1,002
801 to 1,600	£1,379
1,601 to 3,500	£1,868
3,501 to 7,500	£2,373
7,501 to 12,000	£3,124
12,001 to 15,000	£3,587
15,001 to 20,000	£4,087
20,001 to 30,000	£4,331
30,001 to 40,000	£4,633
40,001 to 50,000	£4,981
50,001 to 60,000	£5,332
Over 60,000	£5,685

The following operations will not be deemed to be navigating or moving for the purposes of this section 2(c), namely:

- (i) navigating or moving an inward-bound vessel from an anchorage within the Pilotage District;
- (ii) navigating or moving an inward-bound vessel from an anchorage within the Pilotage District to a dock;



- (iii) navigating or moving an inward-bound vessel from an anchorage within the Pilotage District to await the tide or favourable weather.
- (d) For each occasion a Pilot is required for a vessel that is warping along a quayside for a distance less than or equal to the vessel's overall length, a charge of **£506** is payable.
- (e) For each occasion a Pilot is required for a vessel warping along a quayside for a distance greater than the vessel's overall length, moving along a quayside for any distance other than by warping, moving from a berth and to another berth within an enclosed dock within the Pilotage District or returning to the same berth after swinging, a charge equal to 50% of the charge specified in section 2(c) is payable.
- (f) **Amendment or cancellation**
  - (i) For each occasion a Pilot is booked for an inward-bound vessel but the booking is subsequently amended or cancelled with less than 2 hours' notice before the scheduled launch departure time, a charge of **£273** is payable.
  - (ii) For each occasion a Pilot is booked for an outward-bound vessel or a vessel moving within the Pilotage District, but the booking is subsequently amended or cancelled with less than 2 hours' notice before the booked time, a charge of **£273** is payable.
  - (iii) The charges specified in sub-paragraphs (i) and (ii) of this paragraph will be doubled if a Pilot attends on board (without the Pilot conducting the vessel), has boarded the launch, or has attended at the customary boarding location and the booking is subsequently cancelled.
  - (iv) An amendment to a Pilot booking must be made in accordance with the procedures for estimated time of arrival or estimated time of departure messages (including short notice bookings for a Pilot) under the Pilotage Directions. Otherwise, the surcharges specified in section 2(j) will apply in addition to the charges detailed in this paragraph.
- (g) **Remaining on board**
  - (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 **£273** is payable.
  - (ii) If a Pilot remains on board either an inward vessel or a vessel that has navigated or moved within the Pilotage District 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 section 2(b) will apply), a charge of **£273** per hour (or part thereof) is 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 section 2(i), when a Pilot is carried beyond or is boarded beyond the Pilotage District, any landing fees, travel, or hotel charges incurred by the Pilot resulting from being carried beyond or boarded beyond the Pilotage District are payable together with the following sums (as applicable) for each day, or part thereof, that the Pilot is away from home due to being carried beyond or boarded beyond the Pilotage District:

Location beyond the Pilotage District	Charge per day
Irish Sea Ports (including Douglas I.O.M.)	£1,071
Other UK and Irish Ports	£2,918
Other EU Ports	£4,379
Other Ports outside the EU	£7,307

**(Masters, owners and their agents are reminded that it is an offence under section 19 of the Pilotage Act 1987 (and any statutory amendment or re-enactment thereof) to take an authorized Pilot out of the Pilotage District without reasonable excuse and without the Pilot's consent).**

If a Pilot travels to a point beyond the Pilotage District to board 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), the charges as specified in section 2(h), in addition to any other cancellation charges, are payable.

- (i) For boarding or landing a Pilot at Lynas Pilot Station, Anglesey, a charge of **£1,725** per Pilot is payable. If a Pilot must be boarded or landed at Lynas Pilot Station owing to severe weather, the charge payable is **£860** per Pilot. If a Pilot travels to Lynas Pilot Station and the booking is cancelled after the Pilot has arrived there, a charge of **£1,725** is payable in addition to any other cancellation charges that may be applicable.
- (j) Where a vessel fails to comply with the procedures for estimated time of arrival (ETA) or estimated time of departure (ETD) messages (including short notice bookings for a Pilot) provided for in the Pilotage Directions, a surcharge of 50% (for ETA) or 25% (for ETD) of the relevant charge for the pilotage service required is payable in addition to any other charges.
- (k) Where a booking for an outward-bound vessel or vessel transporting (i.e. navigating or moving solely within the Pilotage District) is received outside the periods 0800 hours to 1630 hours on weekdays, 0900 hours to 1200 hours on Saturday, or 0800 hours to 1000 hours on Sunday and Bank or other National Holidays, an additional charge of **£273** is payable.

- (l) Where a Pilot attends a pre-arrival or pre-departure consultation, a charge of **£331** is payable. Where a Pilot is consulted by telephone, a charge of **£125** is payable.
- (m) For all vessels that require the services of an assistant (second) Pilot, an additional charge equal to the pilotage charge applicable to that vessel is payable.
- (n) A vessel navigating to an anchorage for the vessel’s business (which includes bunkering or lightening) as part of its main inward or outward voyage will be charged a surcharge of 50% of the pilotage ordinary charge applicable to that vessel.
- (o) If a vessel adjusts compasses or calibrates equipment while the Pilot is on board, a charge of **£273** per hour (or part thereof) is payable.
- (p) Where a pilotage service is performed for which no charge is provided in this schedule, the Company will be entitled to make such charge as it considers reasonable in all the circumstances for the service performed.
- (q) Charges for Pilotage Exemption Certificates granted by the Company (“Certificates”) are as follows:

<b>Pilotage Exemption</b>	<b>Charge</b>
Check ride	£1,506 per check ride
Examination	£1,502 per examination
Certificate issue	£3,005 per certificate
Certificate annual renewal	£273 per certificate
Amendments to or replacement of Certificates	£119 per certificate

- (r) Where a vessel is piloted within the Pilotage District by a Deck Officer who holds a current Pilotage Exemption Certificate for the Pilotage District in respect of that vessel, under section 10(3) of the Pilotage Act 1987, the Company will levy a Pilotage Exemption Charge equivalent to 13.0% of the scheduled pilotage charge for that movement up to a maximum number of movements per annum of 300 in and 300 out per vessel.
- (s) The Company reserves the right to apply special surcharges, payable in addition to the charges shown in this schedule, from time to time.

### 3 APPROPRIATION FEES

In addition to the pilotage charges otherwise payable, the following charges are payable per occasion where the Pilot assigned to an act of pilotage is a Pilot appropriated by the Company to a particular shipowner, shipping company, shipping agent, or berth or terminal operator upon application by that party for an appropriated Pilot:

Size of vessel and area of pilotage	Appropriation Fee per Pilot
Vessels of 20,000GT or less navigating to or from a berth on the River Mersey or a dock within the Pilotage District from or to the Sea	£263
Vessels of 20,001GT to 40,000GT navigating to or from a berth on the River Mersey or a dock within the Pilotage District, from or to the Sea	£519
Vessels of 40,001GT to 60,000GT navigating to or from a berth on the River Mersey or a dock within the Pilotage District, from or to the Sea	£782
Vessels of 60,001GT and over navigating to or from a berth on the River Mersey or a dock within the Pilotage District, from or to the Se	£1,041
Vessels of less than 1,000GT belonging to His Majesty using Liverpool Landing Stages or manoeuvring in a Dock system	£263
Vessels of 1,000GT and over belonging to His Majesty using Liverpool Landing Stages or manoeuvring in a Dock system	£519
Vessels navigating to or from the Port of Manchester from or to a berth on the River Mersey, a dock within the Pilotage District or the Sea	£308
Vessels under 20,000GT lightening in Liverpool Bay or the River Mersey	£263
Vessels of 20,000GT and over lightening in Liverpool Bay or the River Mersey	£466

### 4 PAYMENT OF CHARGES

- (a) The Company levies pilotage charges under section 10 of the Pilotage Act 1987.
- (b) The owner and master of a vessel are jointly and severally liable for the pilotage charges therefor.
- (c) Unless the Company agrees to the contrary, pilotage charges must be paid in full to the Company before a vessel departs from the Pilotage District or, for pilotage charges incurred during a vessel's departure, upon the Company's demand for payment of those charges.

- (d) In addition to any other means available, the Company may recover pilotage charges as a civil debt or in any other manner in which ship, passenger and goods dues are recoverable by the Company.

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

## **PART 3 – TOWAGE**

Towage of vessels within the Port is undertaken on a commercial basis by ship-handling tugs registered with the Company. Details of ship-handling tugs and their operators can be obtained from the Company's website.

## PART 4 – QUAY RENT AND SPECIAL RENT

### Regulations and charges

#### 1 PREAMBLE

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

#### 2 GENERAL RULES AND REGULATIONS

##### 2.1 GOODS IN TRANSIT

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

##### 2.2 QUAY RENT

Any goods landed or deposited on any quay 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 **£14.82** per square metre per day.

##### 2.3 SPECIAL RENT

- (a) Notwithstanding their liability to Quay Rent, inward and outward goods landed or deposited on any quays will, 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 Special Rent charges are available on request.
- (b) Notwithstanding anything hereinbefore contained, the Company may:
  - (i) extend the period for which goods may be permitted to remain on any quay at a specified Special Rent;
  - (ii) refuse or withdraw, on 24 hours' notice, the privilege of Special Rent in respect of any goods; or
  - (iii) vary the terms for Special Rent applicable to any particular goods at any time, and in such respects and in such manner as the Company may consider desirable.

##### 2.4 OVERLANDED GOODS

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

## **2.5 OUTWARD GOODS**

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

## **2.6 PAYMENT OF CHARGES**

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

## **2.7 APPEALS**

Appeals for remission or reduction of Quay Rent or Special Rent will be considered if made within one month from the day on which the account in respect thereof is issued, provided that the total 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**

- (a) No rental charges are incurred by goods removed from the Docks within 72 hours after landing.
- (b) Owners of goods are advised to give the Cargo Operator advance notice of their intention to apply for collection of their goods therefrom.



## **PART 5 – LINE HANDLING (ANCILLARY SERVICES)**

### **1 TERMS AND CONDITIONS**

Any agreement between the Company and a Hirer for the provision or performance of Line-Handling Services by the Company will be subject to the Company’s Terms and Conditions for Ancillary Services relating thereto. Use of the Company’s Line-Handling Service will be deemed to constitute notice of and agreement to these Terms and Conditions provided that, before use of the said service, the Company will 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 on the Company’s website or upon request from the Harbour Master’s Department.

### **2 CHARGES**

- (a) The Hirer shall pay to the Company the charges in accordance with the schedule of Line-Handling Service charges. The charges in section 4(a) are calculated with reference to a vessel’s GT and exclude hire charges for an attendant Gig Boat and crew provided at the request of the Hirer (but not otherwise).
- (b) Additional charges to those listed in section 4 are payable by the Hirer for any special Service over and above normal Line-Handling Services (such as the employment of attendant Gig Boat and crew).
- (c) Charges for docking, undocking, or transporting vessels after 2400 hours on Sunday and up to 2400 hours on Friday are payable at the standard day rates specified in section 4.
- (d) Charges for docking, undocking, or transporting vessels after 2400 hours on Friday and up to 2400 hours on Sunday (“weekends”) are payable at the standard day rate plus 50%.
- (e) Charges for docking, undocking, or transporting vessels on Bank and other National Holidays (except for Christmas Day, Boxing Day, and New Year’s Day) are payable at the standard day rate plus 100%. Rates for Christmas Day, Boxing Day and New Year’s Day will be quoted upon application to the Harbour Master’s Department.
- (f) Charges are calculated from the time of order, but the surcharges quoted in sections 2(d) and 2(e) become due if a vessel docking crosses the outer sill of a lock after 2400 hours on Friday and up to 2400 hours on 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.

### 3 ORDERS AND NOTICES

- (a) All initial orders for Line-Handling Services must be requested as soon as possible. On weekdays after 0800 and up to 1630 hours, the minimum ordering notice period for Line-Handling Services is one hour before 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 will 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 section 3(d).
- (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 will 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 Line-Handling Service.
- (d) Notices of cancellation and re-orders for Line-Handling Services at a later time (so that no charge is applicable) will be accepted at the following hours' notice:

<b>Time of original order and re-order</b>	<b>Notice for cancellation</b>
(i) From 0800 to 1630 on weekdays	1 hour's notice
(ii) After 1630 to 2300 on weekdays	3 hours' notice
(iii) After 2300 to 0800 on weekdays and after 1630 on Friday to 0800 on 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 will be accepted at the above hours' notice and will 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 persons 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 will become due in addition to the relevant charge for the operation.

#### 4 SCHEDULE OF LINE-HANDLING SERVICE CHARGES

(a) Charge per vessel for docking or undocking or shifting (other than at Tranmere Oil Stages):

Vessel GT	Standard Day Rate per Service <sup>†</sup>
Up to 800	£152
801 to 1,200	£217
1,201 to 1,600	£304
1,601 to 2,000	£401
2,001 to 2,500	£492
2,501 to 5,500	£923
5,501 to 8,500	£1,113
8,501 to 12,000	£1,315
12,001 to 15,500	£1,719
15,501 to 19,000	£1,927
19,001 to 26,000	£2,122
26,001 to 33,000	£2,537
33,001 to 40,000	£3,045
Over 40,000	£3,344

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

(b) Charge for vessels berthing or unberthing at Tranmere Oil Stages:  
**Charges quoted upon application**

(c) Charges for other Services:

Service	Standard Day Rate per Service <sup>†</sup>
Attendant Gig Boat & crew provided in the Docks at the request of the Hirer (but not otherwise)	£345 per hour
Attendant Gig Boat & crew provided in the River at the request of the Hirer (but not otherwise)	£574 per hour
Fender men	£116 per Boatman
Additional Boatmen on the quay	£116 per Boatman
Warping along a quay for a distance less than or equal to a vessel's length, securing extra moorings, etc.	£116 per Boatman

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

(d) Charges for hire of fenders at berths in Liverpool and Birkenhead (subject to availability):

<b>Service</b>	<b>Per service</b>
Hire of Yokohama-type fender	£126 per fender per day
Fender deployment, repositioning, or removal	£440 per fender <sup>†</sup>

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

## **5 PAYMENT OF CHARGES**

- (a) The Hirer, owner and master of a vessel are jointly and severally liable for the Line-Handling Charges therefor.
- (b) Unless the Company agrees to the contrary, charges for Line-Handling Services must be paid in full to the Company before a vessel departs from the Port or, for charges incurred for Line-Handling Services during a vessel's departure, upon the Company's demand for payment of those charges.

## PART 6 – OTHER SUNDRY CHARGES

### 1 HOT WORK, DIVING, AND IMMOBILIZATION CONSENTS

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

- (a) Requests submitted Monday-Friday 0900-1600  
(excluding Bank Holidays): £92 per Consent (†)
- (b) Requests submitted outside the hours above: £920 per Consent (†)
- (†) An additional charge of **£137** will apply when the request for consent is submitted less than 24 hours before the intended commencement of the activity requiring consent.

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

### 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: £125 per request
- (b) Request for a single amendment to a booking: £125 per request
- (c) Intervention in the booking process: £1,192 per intervention †

† An intervention must not engage the Group Marine Planning Team in more than 1 man-hour’s work. If an intervention engages the Group Marine 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 **£1,192** per man-hour for each hour or part thereof that the Group Marine Planning Team is engaged in excess of the first man-hour.

**Note:** Where an intervention requires consultation with a manager from the Marine Operations Department, the Company reserves the right to levy an additional charge, which will be determined 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): £31 per chart

(b) All other hydrographic information: Rate upon application

#### **4 RO/RO TRAFFIC SURCHARGES**

For each trailer brought onto the Docks by either discharging from a vessel or receiving from road transport, the relevant RoRo service operator shall pay:

**Brexit Surcharge:** £2.39 per laden import unit

To reflect the costs associated with complying with statutory obligations and providing infrastructure concerning Brexit.

These RoRo Traffic Surcharges are payable in addition to any other charges that may be payable under these charging provisions or any charges that are payable under any agreements made by the Company with respect to RoRo traffic handled at the Docks.

#### **5 DANGEROUSLY WEIGHTED HEAVING LINES**

For each occasion that a vessel within the Port is found to have used a dangerously weighted heaving line, the Company reserves the right to levy a charge of **£1,192** (payable by the owner) in respect of the Company reporting the incident to the relevant authorities.

#### **6 LAND EXPLOITATION LEVY**

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

Rate upon application

## ENQUIRIES

<b>Subject</b>	<b>Department</b>	<b>Contact</b>
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	Marine Operations	+44(0) 151 949 6141 <i>Option 2</i>
Pilotage Bookings	Marine Operations	+44(0) 151 949 6141 <i>Option 3</i>
Ancillary Services Bookings	Marine Operations	+44(0) 151 949 6905
Port Operations Control	Marine Operations	+44(0) 151 949 6649
Hot Work, Diving & Immobilization Consents	Marine Operations	+44(0) 151 949 6649
PortLinks Registration & Help	Marine Operations	+44(0) 151 949 6154
Invoicing	Financial Services	+44(0) 151 949 6196
Payment of Invoices	Financial Services	+44(0) 151 949 6254
Sales/Business Development		+44(0) 151 949 6496

### Issued by:

Collector of Rates & Dues

Port of Liverpool

**The Mersey Docks and Harbour Company Limited**

**December 2024**

## Amendments

Ver.	Effective Date	Details
1	1.1.25	Original as issued



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