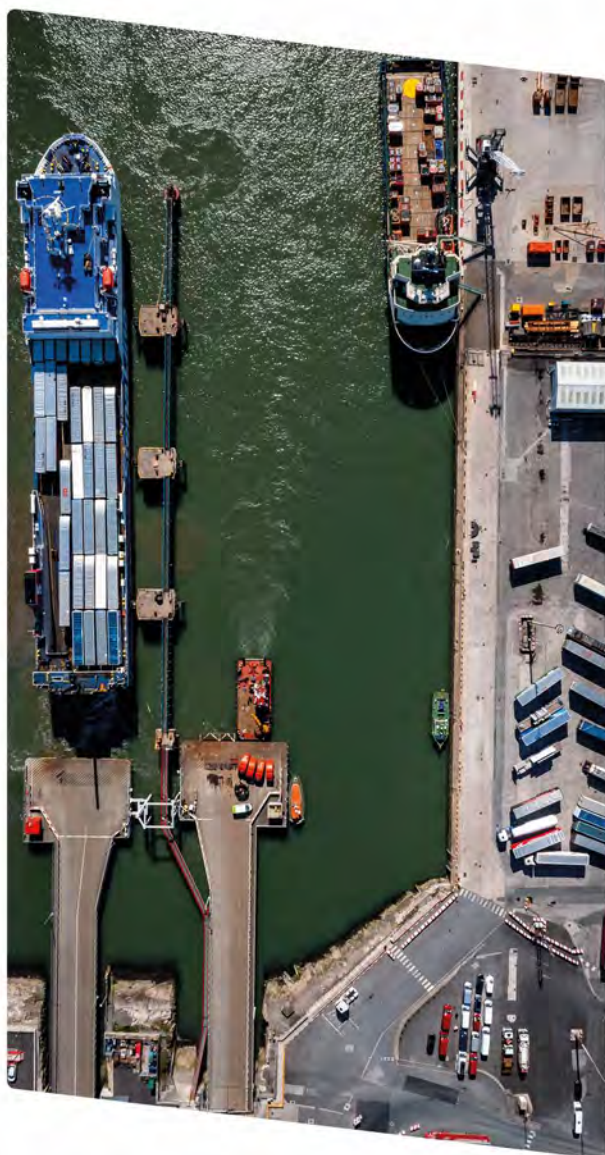




Heysham Harbour

Port Dues and Charges

Operative from:
1st January 2025

Peel Ports Group
More Than Ports

Port Dues and Charges

Heysham Harbour

Operative from 1 January 2025

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DEFINITIONS, TERMS, AND CONDITIONS

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

“Cargo Operator”	means the stevedore or goods (cargo) handler having responsibility for receiving, loading, discharging, delivering, storing, or otherwise handling goods;
“the Company”	means Heysham Port Limited;
“charges”	means all charges, dues, tolls, rates, duties, fees, expenses, or other sums of every description payable to the Company;
“Data Protection Legislation”	means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, 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;
“Docks”	means any docks, quays, wharves, jetties, piers, linkspans, roads, lands, buildings, machinery, apparatus, works, and conveniences now or hereafter forming part thereof or held or used by the Company;
“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 fish, livestock, and animals of all descriptions and also liquids and gases;
“GT”	means Gross Tons/Gross Tonnage as defined by the International Convention on the Tonnage Measurement of Ships (1969). In the case of unregistered vessels, the Company will, at its discretion, estimate a GT figure for the application of any GT-based charges;
“the Harbour”	means the Company’s harbour at Heysham as authorized by section 4 of the Midland Railway Act 1896 (and any statutory amendment or re-enactment thereof) and includes all docks, quays, wharves, jetties, piers, linkspans, roads, lands, buildings,

machinery, apparatus, works, and conveniences now or hereafter forming part thereof or held or used by the Company in connection therewith and the area comprised within the Harbour Limits;

- “the Harbour Limits” means and includes the harbour limits as defined in section 46 of the North Western Railway Act 1852 (and any statutory amendment or re-enactment thereof) namely so much and such part of the bay or estuary called Morecambe Bat as lies between the north side of a straight line drawn from Sunderland Point to Walney Lighthouse and the east side of a straight line drawn from Rossall Point to Cowper Point at the south-western extremity of the promontory of Cartmel excepting such parts of Morecambe harbour and the foreshore at Morecambe as are the property of Lancaster City Council;
- “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;
- “Harbour User” means, without limitation, any owner, shipper, consignee, agent, Hirer, licensee, visitor, occupier, invitee or other entity or person being present at the Harbour or Pilotage Area and/or having access to and/or use of the Company’s infrastructure, services, or facilities;
- “Hirer” means, in respect of Part 5 – MOORING CHARGES only, any owner, charterer, master or person in possession of any vessel, or any agent of the foregoing, who requests or uses the Company’s mooring service;
- “owner” (a) when used in relation to a vessel, includes the owner of the vessel and any part-owner, broker, charterer, agent, master, or other person in charge of the vessel and disponent owner, consignee mortgagee in possession of the vessel or other person or persons entitled for the time being in possession of the vessel;
- (b) when used in relation to goods, includes any consignor, consignee, shipper or agent for the sale or custody, loading or unloading of the goods;
- “Pilot” means a pilot authorized by the Company;

“the Pilotage Area”	means the Company’s area of jurisdiction as competent harbour authority under the Port of Heysham (Pilotage) Harbour Revision Order 1988 and the Pilotage Act 1987.
“Pilot Launch”	means the pilot launch, or such other vessel, used by the Company for transporting pilots;
“the Pilot Station”	means the pilot boarding or disembarking station that lies approximately 1 mile SSW of No.2 buoy (or such other location as the Company may from time to time determine);
“quay”	means any quays, docks, wharves, jetties, piers, linkspans, roads, lands, buildings, machinery, apparatus, works, and conveniences now or hereafter forming part thereof or held or used by the Company;
“Ro/Ro Service Operator”	means the owner of the vessel using the Harbour for the carriage thereto and therefrom of Ro/Ro Traffic;
“Ro/Ro Traffic”	means any self-drive vehicles, drop trailers or mobile units, chassis, wheeled units, trailers, or vehicles of another description, or any other towable or drivable units to be handled by a Ro/Ro operation including block-stowed containers and neo-bulk goods, which are so loaded or discharged;
“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, ship, boat, lighter and craft of every kind used in navigation and however propelled or moved, seaplanes on the surface of the water, and hovercraft within the meaning of the Hovercraft Act 1968; and
“working day”	means any day excluding Christmas Day, Boxing Day, New Year’s Day, Good Friday, or any other statutory holiday; and a fraction of a working day will be counted as a whole working day.

2. Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender will include any other gender.
3. The acknowledgement and acceptance by a Harbour User, the owner or master (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 Harbour by any vessel;
 - (b) landing, depositing, loading or storing any goods within the Harbour;
 - (c) embarking or disembarking any passengers within the Harbour;
 - (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 Harbour 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 Harbour or entering, leaving, moving, mooring, or unmooring within the Harbour; 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 Harbour, or vessels or goods within or upon any part of the Harbour.
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 Harbour 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 Harbour 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 Harbour or the Pilotage Area.
11. When an agent for a vessel ceases to act while that vessel is within the Harbour 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 Harbour (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 made to:

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

21. Remittances must be sent to the Credit Control Section, Heysham Port 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 Harbour 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 Harbour Users must seek the Company's permission before exploiting the Harbour'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 Harbour Users in relation to such exploitation of the Harbour'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 Harbour 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 SHIP DUES

1.1 SCHEDULE OF SHIP DUES

Class of voyage	Ship Dues per GT	Supplemental Ship Dues	
		Free period [†]	per GT per day
To or from any place in the United Kingdom	£2.40	4 days	£0.598
To or from any other place	£3.21	4 days	£0.805

[†] Including the day on which a vessel enters the Harbour

1.2 LIABILITY FOR AND CALCULATION OF SHIP DUES

- (a) Ship Dues apply to any vessel entering, using, or leaving the Harbour, and a vessel becomes liable upon entering the Harbour to the Ship Dues charge appropriate to its class of voyage 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) Vessels are liable for the Ship Dues charge applicable to the most distant port from which they arrive or for which they are bound, provided that: (i) in the case of a vessel that has arrived in ballast and departs with goods, the port from which it arrived will be disregarded; or (ii) in the case of a vessel that having discharged goods in the Harbour departs in ballast, the port for which it is bound will be disregarded.
- (d) A vessel that leaves the Harbour without unloading or loading all the goods intended to be unloaded or loaded within the Harbour and, without calling at any other port, returns to complete its unloading or loading will be deemed to have made two voyages. Its first arrival and second departure will be treated as one voyage, and its intermediate departure and return will be treated as a second voyage to or from the United Kingdom. Ship Dues are payable accordingly.
- (e) A vessel becomes liable for Supplemental Ship Dues when it remains within the Harbour for longer than the free period specified in paragraph 1.1.
- (f) Ship Dues will be calculated on a vessel's GT, subject to a minimum calculated value of 50GT.

1.3 SHIP DUES ADMINISTRATION SURCHARGE

- (a) On each occasion a vessel enters the Harbour, a Ship Dues Administration Surcharge of **£40.31** will be payable.
- (b) The Ship Dues Administrative Surcharge is payable in addition to all other Ship Dues charges or any other rates, charges, or arrangements payable in lieu thereof.

1.4 GENERAL CONDITIONS RELATING TO SHIP DUES

- (a) Under section 26 of the Harbours Act 1964, the Company may demand, take, and recover such Ship Dues as it deems fit, or in respect of vessels which are not ships, other equivalent powers under the Heysham Harbour Acts and Orders 1852–2015.
- (b) Unless the Company agrees to the contrary, the owner and master of a vessel are jointly and severally liable for the Ship Dues thereon.
- (c) The master or owner of every vessel shall, on demand, produce to the Company the certificate of tonnage and registry of such vessel and details of the most distant port from which the vessel has arrived or to which the vessel is bound. Should any such master or owner refuse or neglect to make such production on demand, and if any master or owner refuses to answer any reasonable question or wilfully gives a false or untrue answer, they will, for every such offence, be liable to a penalty.
- (d) Unless the Company agrees to the contrary, Ship Dues must be paid in full to the Company before a vessel departs from the Harbour.
- (e) The Company may recover Ship Dues under the Harbours Docks and Piers Clauses Act 1847.
- (f) If the master or owner of any vessel evades the payment of any Ship Dues payable to the Company in respect of such vessel, or any part thereof, the master or owner will be liable to a penalty equal to three times the amount of the charges of which the master or owner have evaded the payment.

2 GOODS DUES

2.1 SCHEDULE OF GOODS DUES

Type of goods	Goods Dues per tonne
All commodities	£25.00

2.2 LIABILITY FOR AND CALCULATION OF GOODS DUES

- (a) Goods Dues apply to any goods brought into, taken out of, or carried through the Harbour 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) The Company may, at its discretion, issue a charge to the owner of goods brought into the Harbour with the intention of loading those goods on board a vessel but which are subsequently removed from the Harbour other than on board a vessel.

2.3 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 Harbour, 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 Harbour, 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 Harbour.
- (e) The Company may recover Goods Dues under the Harbours Docks and Piers Clauses Act 1847.
- (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 three times the amount of the charges of which the owner have evaded the payment.

2.4 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 PASSENGER DUES

3.1 SCHEDULE OF PASSENGER DUES

Passengers embarking for or disembarking from:	Passenger Dues per passenger
Coastwise or any place in the European Union	£8.76
Any other place	£15.61

3.2 LIABILITY FOR AND CALCULATION OF PASSENGER DUES

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

3.3 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 Harbour.
- (d) 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 three times the amount of the charges of which the master or owner have evaded the payment.

3.4 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.

4 WASTE RECEPTION LEVY

- (a) At least 24 hours before a vessel is scheduled to enter the Harbour, the master, owner, or agent must contact the Company Terminal Manager to arrange for the disposal of non-hazardous dry domestic waste or international catering waste as may be required. **Charges for the disposal of these materials will be quoted upon application.**
- (b) Owners and masters of vessels must make their own arrangements for the disposal of liquid non-hazardous waste and all hazardous waste.
- (c) Waste must not be landed from vessels other than into recognized waste reception facilities provided for that purpose by the Company, the terminal operator, or the

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

- (d) In addition to many other means available, under article 8(3) of The Sealink (Transfer of Heysham Harbour) Harbour Revision Order 1991, the Company may recover charges for its services and facilities in the manner in which ship, passenger and goods dues are recoverable by the Company.
- (e) Queries regarding waste reception should be addressed to:
mersey.waste@peelports.com.

PART 2 – PILOTAGE

1 PILOTAGE

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

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

The Company does not guarantee that one or more Pilots 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:

- (i) to or from the Pilot Station from or to any berth or point within the Pilotage Area; or
- (ii) shifting from or to any berth or point within the Pilotage Area to or from any other berth or point within the Pilotage Area:

Vessel GT	Per act of pilotage	Pilot Launch [†]
Up to 1,500	£761	£293
1,501 to 3,000	£925	£384
3,001 to 6,000	£1,342	£414
6,001 to 9,000	£1,944	£468
9,001 to 12,000	£2,251	£515
Over 12,000	£2,882	£515

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

- (b) For each period of 60 minutes (or part thereof) that a vessel is at anchor or alongside a berth for weather or awaiting tide (other than the first such period) with a Pilot on board, an attendance charge of **£204** is payable.
- (c) For each period of 60 minutes (or part thereof) that a Pilot stands by on board a vessel at any berth, anchorage, or any place within the Pilotage Area for any reason (other than in accordance with section 2(b)), a charge equivalent to 50% of the relevant pilotage charge specified in section 2(a) is payable.

- (d) For each occasion that a Pilot is booked for an inward-bound vessel but the booking is subsequently amended or cancelled with less than 1 hour's notice before the scheduled pilot launch departure time, a charge of **£204** is payable. This charge will be doubled if a Pilot attends on board the vessel or has boarded the launch (in which case the relevant pilot launch charges in accordance with section 2(a) will apply in addition) and the booking is subsequently cancelled.
- (e) For each occasion that a Pilot is booked for an outward-bound vessel or a vessel moving within the Pilotage Area, but the booking is subsequently amended or cancelled with less than 1 hour's notice before the booked time, a charge of **£204** is payable. This charge will be doubled if a Pilot attends on board the vessel or has boarded the launch (in which case the relevant pilot launch charges in accordance with section 2(a) will apply in addition) and the booking is subsequently cancelled.
- (f) Notwithstanding the provisions of sections 2(d) and 2(e), if the vessel is not ready to move within 2 hours of booked time, the Company reserves the right to remove the Pilot from the vessel. The appropriate charges, as specified in section 2(d) and 2(e), will then apply.
- (g) If a Pilot remains on board either an inward-bound vessel or a vessel that has or is to be navigated or shifted within the Pilotage Area due to either a request or direction to remain on board or because there is no safe means for the Pilot to disembark from the vessel, an additional charge per hour (or part thereof) equivalent to 50% of the relevant pilotage charge specified in section 2(a) will be payable from the time that the vessel is all fast or at anchor until such time as the Pilot has disembarked or commences a further act of pilotage, whichever is sooner.
- (h) Masters, owners, and their agents are reminded that it is an offence under section 19 of the Pilotage Act 1987 to take an authorized Pilot out of the Pilotage Area without reasonable excuse, and without the Pilot's consent. If a Pilot consents to be taken out of the Pilotage Area, additional charges will apply for each day or part thereof that the Pilot is not available for further pilotage duties in addition to all costs and expenses incurred in respect of the Pilot being taken out of the Pilotage Area.
- (i) Where a vessel fails to comply with the procedures for estimated time of arrival or estimated time of departure messages provided for in the Pilotage Directions, a surcharge of **£204** for each such late booking is payable in addition to the relevant pilotage charges.
- (j) Where a Pilot attends at the Company's office at Heysham a Master or representatives of a vessel for a pre-sailing or pre-arrival consultancy, a charge of **£204** per hour (or part thereof) is payable.

- (k) For all vessels that require the services of a second Pilot, an additional charge equivalent to the ordinary charge applicable to that vessel will be charged for the second Pilot.
- (l) 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.
- (m) Charges for Pilotage Exemption Certificates are as follows:

Pilotage Exemption	Charge
Check ride	See para. 2(a)
Examination and issue of Certificate	£223 per examination
Certificate annual renewal	£66.24 per certificate
Amendments to or replacement of Certificates	£66.24 per certificate

- (n) Where a vessel is piloted within the Pilotage Area by a Master or Deck Officer who holds a current Pilotage Exemption Certificate for the Pilotage Area in respect of that vessel, under section 10(3) of the Pilotage Act 1987, the Company will levy a Pilotage Exemption Charge of **£56.01** per movement.
- (o) The Company reserves the right to apply special surcharges, payable in addition to the charges shown in this schedule, from time to time.

3 PAYMENT OF CHARGES

- (a) The Company levies pilotage charges under section 10 of the Pilotage Act 1987.
- (b) The owner and master of a vessel are jointly and severally liable for the pilotage charges therefor.
- (c) Unless the Company agrees to the contrary, pilotage charges must be paid in full to the Company before a vessel departs from the Harbour 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, excluding pilot launch charges.

PART 3 – TOWAGE

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

PART 4 – QUAY RENT AND SPECIAL RENT

Regulations and charges

1 PREAMBLE

Users of the Harbour are reminded that unless specified to the contrary in any conditions issued by the Company relating to particular services or facilities, neither warehousing nor storage nor protection of goods is provided by the Company whilst such goods are within the Harbour, nor does the Company have custody of the same, and all goods on or within the Harbour 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 QUAY RENT

Any goods landed or deposited on any quay and not removed within 24 hours from when the same were so landed or deposited are liable to Quay Rent at the rate of **£14.82** per square metre per day.

2.2 SPECIAL RENT

- (a) Notwithstanding its liability to Quay Rent, Ro/Ro Traffic landed or deposited on any quay 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.
- (b) Notwithstanding anything hereinbefore contained, the Company may:
 - (i) extend the period for which goods may be permitted to remain on a 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 in respect of any particular goods at any time in such respects and in such manner as the Company may consider desirable.

2.3 OVERLANDED GOODS

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

2.4 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.

2.5 PAYMENT OF CHARGES

- (a) Unless specified to the contrary from time to time by the Company, the owner of the vessel using the Harbour for the carriage thereto or therefrom of goods will pay to the Company all Quay Rent and Special Rent charges in respect of goods landed

or deposited on any quay, which charges the owner of the goods will have a joint and several liability to pay.

- (b) In addition to any other means available, under article 8(3) of The Sealink (Transfer of Heysham Harbour) Harbour Revision Order 1991, the Company may recover Quay Rent and Special Rent charges in the manner in which ship, passenger and goods dues are recoverable by the Company.

2.6 APPEALS

Appeals for remission or reduction of Quay Rent or Special Rent will be considered by the Company if made within one month from the day on which the account in respect thereof is issued, provided that the full amount of such rent has been previously paid. On any such appeal, the Company may remit the whole or any part of such Quay Rent or Special Rent.

3 SCHEDULE OF SPECIAL RENT CHARGES (RO/RO TRAFFIC)

3.1 UNACCOMPANIED UNITS DISCHARGED FROM VESSELS

Unaccompanied Ro/Ro Traffic discharged from a vessel within the Harbour and landed or deposited on any quay will be permitted to remain free of Special Rent charges for 3 days, including the day of discharge, but excluding weekends when they fall in the rent-free period. Thereafter, the following Special Rent charges will apply until the Ro/Ro Traffic is removed from the quay:

Unit type	Days 4 to 11	Day 12 onwards
Up to and including 7 m length	£15.67 per unit/day	£23.52 per unit/day
Exceeding 7 m length	£23.52 per unit/day	£47.00 per unit/day
Cars or Vans	Rate upon application	Rate upon application

3.2 ACCOMPANIED UNITS DISCHARGED FROM VESSELS

Accompanied Ro/Ro Traffic discharged from a vessel within the Harbour and landed or deposited on any quay will be permitted to remain free of Special Rent charges for 24 hours from the time of discharge. Thereafter, the following Special Rent charges will apply until the Ro/Ro Traffic is removed from the quay:

Unit type	Rent days 1 to 7	Rent day 8 onwards
Up to and including 7 m length	£15.67 per unit/day	£23.52 per unit/day
Exceeding 7 m length	£23.52 per unit/day	£47.00 per unit/day

3.3 UNITS RECEIVED EX. ROAD

All Ro/Ro Traffic brought into the Harbour by road and landed or deposited on any quay must be removed from the Harbour (either by road or vessel) within 24 hours of being brought onto any quay to remain free of Special Rent charges. The following Special Rent charges, calculated from the date that the Ro/Ro Traffic is brought onto any quay, will apply to any Ro/Ro Traffic brought onto any quay by road that remains on the quay for more than 24 hours:

Unit type	Rent days 1 to 4	Rent day 5 onwards
All units	£23.52 per unit/day	£47.00 per unit/day

3.4 LIABILITY TO AND PAYMENT OF SPECIAL RENT CHARGES (RO/RO TRAFFIC)

Notwithstanding the provisions of section 2.5(a), the Ro/Ro Service Operator will pay to the Company all Special Rent charges in respect of Ro/Ro Traffic landed or deposited on any quay, which charges the owner of the Ro/Ro Traffic and the owner of any goods therein will have a joint and several liability to pay.

4 NOTICE TO OWNERS OF GOODS

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

PART 5 – MOORING CHARGES

1 SCHEDULE OF MOORING CHARGES

For all vessels

£0.92 per GT

2 MOORING TERMS AND CONDITIONS

- (a) Mooring charges apply to all vessels entering the Harbour and berthing alongside any quay, jetty, stage, or berth thereat.
- (b) The Mooring Charge covers up to two deployments of a mooring gang (i.e. one act of mooring and one act of unmooring) per entry into the Harbour.
- (c) The Company reserves the right to issue additional Mooring Charges in respect of any vessel requiring more than two deployments of a mooring gang.
- (d) Mooring Charges will be calculated on a vessel's GT, subject to a minimum value of 50 GT.
- (e) Whilst providing a service at the request, express or implied, of the Hirer, the Company's employees will be deemed to be the servants of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Company will likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.
- (f) Whilst providing a service at the request either express or implied of the Hirer:
 - (i) The Company will not be responsible or liable:
 - 1. for loss or damage of any description caused by or to the Hirer's vessel or caused by or to any goods or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or by or to any other object or property; or
 - 2. for any claim by a person other than the Hirer for loss or damage of any description whatsoever, arising from any cause, including (without prejudice to the generality of the foregoing) negligence at any time of the Company, its servants, agents or independent contractors, unseaworthiness, unfitness or breakdown of the craft, its machinery, gear, equipment, lines, ropes or hawsers, lack of fuel, stores, speed or otherwise.
 - (ii) The Hirer will be responsible for and shall indemnify the Company against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused whether covered by the provisions of section 2(f)(i) or not (including any arising from or caused by the negligence of the Company or their servants, agents or independent contractors) provided that the Hirer will not be liable to the Company for or in respect of any loss, damage or claims which the Hirer proves (the burden of proof being on the Hirer) to have been solely caused by the actual fault or privity of the Company in failing

to make its craft seaworthy for the relevant service. Provided that, notwithstanding anything hereinbefore contained, the Company will under no circumstances be responsible for or be liable for any loss or damage caused or contributed to, by or arising out of any delay or detention of the Hirer's vessel or of the goods on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequences thereof whether or not the same shall be caused or arise whilst rendering any service of whatsoever nature at the request, either express or implied, of the Hirer. The Company will not in any event be liable in negligence or otherwise howsoever for indirect or consequential damage, including any claims for loss of use or profits.

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

3 PAYMENT OF CHARGES

- (a) The Hirer, owner and master of a vessel are jointly and severally liable for the Mooring Charges therefor.
- (b) In addition to many other means available, under article 8(3) of The Sealink (Transfer of Heysham Harbour) Harbour Revision Order 1991, the Company may recover Mooring Charges in the manner in which ship, passenger and goods dues are recoverable by the Company.

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, and such charge will be determined from time to time by the Company.

3 DANGEROUSLY WEIGHTED HEAVING LINES

For each occasion that a vessel is found to have used a dangerously weighted heaving line while within the Harbour, 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.

4 HYDROGRAPHIC INFORMATION

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

- (a) Printed hydrographic survey charts (A2 size and over): £31 per chart
- (b) All other hydrographic information: Rate upon application

5 FRESH WATER SUPPLIED TO VESSELS

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

- (a) Fresh water supply: £4.85 per tonne
- (b) Connection/disconnection: £80.62 per attendance

6 PUBLIC WEIGHBRIDGE

For each occasion that the Company is requested to weigh vehicles at the public weighbridge, the party requesting the service shall pay **£8.61** per weighing.

7 AFFIXING HAZARDOUS LABELS

For each occasion that the Company is requested to affix hazardous labels to vehicles or trailers, the party requesting the service shall pay **£34.47** per label per class.

8 EXAMINATIONS BY RELEVANT AUTHORITIES

For each occasion the Company is requested to attend the inspection/examination of goods by a relevant authority, the owner shall pay:

- (a) Presentation of unit for X-ray: £39.20 per unit
- (b) Partial unload/reload of a unit: £188.02 per unit
- (c) Full unload/reload of a unit: £626.72 per unit

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

9 SUNDRY TERMINAL OPERATIONS

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

- | | |
|---|------------------------------|
| (a) Shunting: | £39.20 per unit per movement |
| (b) Explosives (Class 1) administration: | £250 per unit |
| (c) Radioactive (Class 7) administration: | £250 per unit |
| (d) Provision of a terminal escort: | £50 per unit |
| (e) Seal checking (upon written request): | £31.34 per unit |

10 RO/RO TRAFFIC SURCHARGES

For each trailer brought into the Harbour and landed or deposited on any quay, the relevant Ro/Ro Service Operator shall pay:

- | | |
|---|----------------------|
| (a) Social Care Levy: | £0.00 per trailer |
| To reflect the increased costs associated with the UK Government's increase to the statutory National Insurance Contribution funded by employers. | |
| (b) Decarbonisation Levy: | £2.12 per trailer |
| To reflect the costs associated with the UK Government's change in tax policy concerning red diesel. | |
| (c) Brexit Surcharge: | £2.39 per laden unit |
| To reflect the costs associated with complying with statutory obligations and providing infrastructure in relation to Brexit. | |

These Ro/Ro Traffic Surcharges are payable in addition to any other charges that may be payable in accordance with these charging provisions or any charges that are payable in accordance with any agreements made by the Company in respect of Ro/Ro Traffic handled by the Company within the Harbour.

11 LAND EXPLOITATION LEVY

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

Rate upon application

General Notes:

- (1) Full details of the services (and associated charges) provided by the Company as a Cargo Operator can be obtained from the Company Terminal Manager.
- (2) In addition to many other means available, under article 8(3) of The Sealink (Transfer of Heysham Harbour) Harbour Revision Order 1991, the Company may recover charges for its services and facilities in the manner in which ship, passenger and goods dues are recoverable by the Company.

ENQUIRIES

Subject	Department	Contact
Charge Application/ Collector of Rates & Dues	Marine Operations	+44(0) 151 949 6222
Berthing of Vessels	Marine Operations	+44(0) 151 949 6651
Pilotage Bookings	Marine Operations	+44(0) 151 949 6651
Port Operations Control	Marine Operations	+44(0) 151 949 6649
Hot Work, Diving & Immobilization Consents	Marine Operations	+44(0) 151 949 6649
PortLinks Registration & Help	Marine Operations	+44 (0) 151 949 6154
Terminal Manager	Terminal Operations	+44 (0) 1524 868305
Operation Supervisor	Terminal Operations	+44 (0) 1524 868307
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
Heysham Harbour
Heysham Port Limited

December 2024

Amendments

Ver.	Effective Date	Details
1	1.1.25	Original as issued
2	1.8.25	Definitions of “Ro/Ro Service Operator” and “Ro/Ro Traffic” added, and associated parts amended accordingly

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