

THE PORT OF LIVERPOOL & THE MANCHESTER SHIP CANAL PORT CHARGES

Operative from 1st April 2008 to 31st March 2009

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INTRODUCTION

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

- (a) “the Company” means The Mersey Docks and Harbour Company in relation to the Port of Liverpool, and the Manchester Ship Canal Company in relation to the Port of Manchester and Runcorn.
- (b) “day” means a period of 24 hours commencing at midnight, or any part thereof.
- (c) “the docks” means the docks, quays, jetties, stages, berths, transit sheds and other works, buildings and land for the time being belonging to or under the management of the Company.
- (d) “MSCC” means the Manchester Ship Canal Company.
- (e) “owner” when used in relation to a vessel, includes any part-owner, charterer, consignee or mortgagee in possession thereof.
- (f) “owner” when used in relation to goods, includes any consignor, consignee, shipper or agent for the sale or custody, loading or unloading of the goods.
- (g) “the Port” means the Port of Liverpool (including the River Mersey up to Warrington Bridge and all docks and other works, whether or not belonging to the Company, situate on or in the river, except so much of the river and such docks and works as are situate in the Port of Manchester).
- (h) “the Ship Canal” means the Manchester Ship Canal including the Company’s adjoining docks.
- (i) “vessel” includes every description of vessels used in navigation, seaplanes on the surface of the water and hover vehicles.

Unless the context otherwise requires, words implying the singular include the plural and vice versa and words importing gender shall include any other gender.

Unless otherwise stipulated in any special conditions relating to services and facilities provided by the Company, all vessels may enter or leave or move within the docks or use the Company’s equipment or facilities or the service of its employees for or in connection with the loading, discharging or trans-shipping of cargo or in connection with repairing, fitting out, victualling, provisioning or laying-by of the vessel only with the consent of the Company and subject to:

- (i) payment of the relevant dues or other charges,
- (ii) such conditions as the Company may impose,
- (iii) the directions of the Dock Masters or other appropriate officers of the Company, and
- (iv) compliance with the Statutes, byelaws and regulations of the Company.

The Company notwithstanding any consent given or arrangement made shall be at liberty to vary, postpone or cancel such arrangements for any reason whatsoever without the Company thereby incurring to any person any liability whatsoever for loss, damage, injury, delay or expense.

The charges herein are subject to alteration at any time.

THE PORT OF LIVERPOOL

A. VESSELS AND GOODS

The following provisions apply in respect of the Port of Liverpool.

1. CHARGES ON VESSELS

1.1 LIABILITY TO AND PAYMENT OF CHARGES ETC.

The following notes are for guidance and are largely based on the various sections relating to charges on vessels in the Acts relating to the Company from 1858 to 1992. Reference should be made to these Acts in cases of doubt or difficulty.

(a) Liability to Charges

The owner and master of a vessel are jointly and severally liable for the charges thereon. Vessels are liable to charges as follows:

(i) Conservancy Charges

A vessel coming into or going out of the Port is liable to the Conservancy charge appropriate to her voyage as specified in paragraph 1.2.

(ii) Berth Charges

In addition to the Conservancy charge, a vessel entering into, leaving or making use of the docks, or berthed in the River Mersey for commercial purposes, is liable at the time of its arrival therein to the Berth charge appropriate to her voyage as specified in paragraph 1.2.

(iii) Space occupied by Deck Cargo

Cargo in unregistered spaces is not subject to additional charge. Berth and Conservancy charges are levied solely on the GT of the vessel.

(iv) Container Vessels and Grain vessels

Information on charges relating to container vessels and Grain vessels will be supplied by the Marketing Department on request - see page 45.

(b) Vessels loading/discharging in the river without permission

If any vessel loads or discharges cargo, without the previous consent of the Company, in any part of the River Mersey north of an imaginary straight line drawn from Rock Ferry Slip to the site of the former Southern basin of Harrington Dock, the master or owner of such vessel is liable, by Statute, to pay to the Company by way of damages, not less than the full amount and not exceeding twice the full amount of the charges which would have been payable in respect of the vessel and her cargo if the vessel had loaded or discharged her cargo in one of the docks.

(c) Payment of Charges

Berth and Conservancy charges are payable to the office of the Treasurer of the Company at the Maritime Centre, Port of Liverpool, Liverpool L21 1LA.

Such charges shall be paid upon the arrival of the vessel or (subject to the prior

agreement of the Company) immediately upon receipt of the Company's invoice. Under The Mersey Dock Acts Consolidation Act, 1858, the Collector of Customs may refuse to accept any report or clearance of a vessel until all charges have been paid.

(d) Claims

A claim for the return or adjustment of charges on vessels must be made and substantiated within twelve months from the date of the arrival of the relevant vessel in the Port.

(e) Mode of Charging

Charges on vessels are levied on the vessel's gross tonnage (GT) as follows:

- 1.** One arrival with one departure of a vessel is considered as one voyage whether such vessel has traded both inwards and outwards, or arrived or departed in ballast, subject to:
 - (i) A vessel coming into the Port to discharge only or to discharge and load is liable to the Conservancy charge appropriate on the inward voyage as specified in paragraph 1.2.
 - (ii) A vessel coming into the Port to load only (arriving in ballast) or arriving and leaving in ballast is liable to the Conservancy charge appropriate on the outward voyage as specified in paragraph 1.2.
 - (iii) A vessel which either enters the docks to discharge a bulk commodity and thereafter loads in the docks a bulk commodity of a different type, general cargo or containers or which enters the docks to discharge general cargo or containers and which thereafter loads a bulk commodity shall be charged Berth charges for the period of discharge at the appropriate charge for vessels discharging or discharging/loading and, for the period of loading, the appropriate charge for vessels loading only.
- 2.** Vessels trading inwards only and leaving the Port in ballast are liable to the charges payable in respect of the most distant of all the places at which the cargo onboard on her arrival was loaded.
- 3.** Vessels arriving in the Port in ballast and trading outwards only are liable to the charges payable in respect of the most distant of all the places at which the cargo on board on her leaving is to be discharged.
- 4.** Vessels arriving in the Port in ballast and leaving the Port in ballast are liable to Conservancy charges at the Coastwise rate.
- 5.** Vessels coming into the Port to work cargo and arriving at and leaving the Port carrying cargo are liable to the charges payable in respect of whichever place is the most distant of all the places at which the cargo onboard on her arrival was loaded and the cargo onboard on her leaving is to be discharged.
- 6.** Vessels finishing work prior to midnight on any day, but which remain in the Port awaiting the tide on the following day, are exempt from Berth charges in respect of that following day.
- 7.** Vessels arriving prior to midnight but which do not commence work until the following day, are exempt from Berth Charges in respect of the day of arrival.

1.2 SCHEDULE OF BERTH AND CONSERVANCY CHARGES ON VESSELS

BERTH CHARGE	Charge per GT			Charge per GT		
<p>CLASS OF VOYAGE</p> <p>For vessels entering the Port of Liverpool from or leaving the Port of Liverpool for:</p> <p>CLASS 1 - (excluding Grain & AFS Vessels) any place in the European Community</p> <p>CLASS 2 - (excluding Grain & AFS Vessels) all other places</p> <p>All AFS Vessels</p>	Vessels Discharging or Discharging/Loading			Vessels Loading Only		
	Per Day	Min	Max	Per Day	Min	Max
	£0.640	£1.280	£2.560	£0.481	£0.962	£1.924
	£0.747	£1.494	£3.735	£0.585	£1.170	£2.925
All Grain Vessels	£0.606	£1.212	£2.424	£0.496	£0.992	£1.984
	Berth Charges will be quoted upon application to the Marketing Department - see page 21					
CONSERVANCY CHARGE	Charge per GT			Charge per GT		
<p>For vessels entering the Port from or leaving the Port for:*</p> <p>Any place in the UK or Ireland ("Coastwise")</p> <p>All other places</p>	Per Voyage			Per Voyage		
	£0.126			£0.126		
	£0.427			£0.427		

* as determined in accordance with paragraph 1.1 (e)

1.3 SPECIAL BERTH CHARGES

(a) Vessels arriving in ballast etc. to use the graving docks only:

£0.425 per GT (plus Conservancy) - plus idle day charges per paragraph (h) if incurred.

(b) Vessels discharging and/or loading cargo in the River Mersey:

Vessels discharging/loading cargo, with the permission of the Company, at any place in the River Mersey, other than at any berth stage or jetty in the River Mersey will be charged: £0.481 per GT/day (plus Conservancy).

(c) Vessels in the docks or the River Mersey either (i) for commercial purposes but not working cargo or (ii) under arrest, receivership or detention:

£0.481 per GT/day (plus Conservancy).

(d) Vessels using Tranmere Oil Terminal:

Vessels which discharge or load cargoes of crude petroleum oils and refined petroleum products (but not gases) of any nature at Tranmere, will be charged Conservancy at the appropriate scheduled rate as specified in paragraph 1.2.

(e) Vessels using Liverpool Landing Stage:

Vessels which moor or discharge or load cargo at the Liverpool Landing Stage will be charged £0.147 per GT/day (plus Conservancy).

(f) Vessels in the docks for the purpose of repairing or scrapping (other than in a graving dock) excluding any day that the vessel loads and/or discharges any cargo in the Port:

Vessels will be charged £0.28 per GT/day, based on the vessel's GT when entering the docks (plus Conservancy).

(g) Vessels in the docks to work cargo but lying idle because of non-availability of dock labour or a discharging/loading berth, or adverse weather conditions preventing the vessel from sailing:

For each day (excluding Saturdays, Sundays and Public Holidays) that the vessel lies idle, the vessel will be charged £0.048 per GT/day (plus Conservancy). Minimum Berth Charge: £23.00 per day.

(h) Vessels in the docks (other than a graving dock) solely to shelter from adverse weather conditions, or laying up (including laying up before or after using a graving dock but excluding under arrest, receivership or detention):

For each day (including Saturdays, Sundays and Public Holidays) that the vessel lies idle, the vessel will be charged £0.048 per GT/day (plus Conservancy). Minimum Berth Charge: £23.00 per day, £115.00 per call.

(i) Registered Fishing Vessels:

£0.321 per GT per day or part thereof with a minimum of £0.642 per GT and a maximum payment of £1.605 per GT to cover Berth and Conservancy charges. Idle days charges up to 20 days maximum are also included in this charge.

Registered fishing vessels of tonnage less than 50 GT will be deemed to measure 50 GT and will be charged on that basis.

(j) Vessels embarking/disembarking passengers:

Berth charges will be quoted upon application to the Marketing Department - see page 21 - (plus Conservancy).

1.4 LOCKING-IN AND LOCKING-OUT

The Company reserves the right to charge for pleasure craft and other vessels of less than 82m in length up to £108 to lock-in and £108 to lock-out of the docks in circumstances where such pleasure craft and other vessels do not use a lock in the company of one or more vessels of 82m or more in length.

2. CHARGES ON GOODS

Unless otherwise stipulated in any special conditions relating to services and facilities provided by the Company, all goods on or within the estate of the Company are at the owners' sole risk in every respect.

The Company will not be responsible or liable for any loss of or damage to any goods whatsoever caused by fire or theft or the negligence or breach of duty of the Company, their servants or agents or by weather or otherwise howsoever.

2.1 REMOVAL OF GOODS

Owners of goods (as defined on page 1) are liable for the payment of Quay Rent or Special Rent on all goods which remain on the dock quays after 17.00 hours on the third working day next after the day on which they were landed or deposited there.

2.2 LIABILITY TO AND PAYMENT OF CHARGES ETC.

The following notes are for the guidance of importers and exporters and are largely based on the various sections relating to charges on goods in the Acts relating to the Company from 1858 to 1971. Reference should be made to these Acts in cases of doubt or difficulty.

(a) Liability to Charges

The owner of the goods is liable for the charges thereon.

Goods which are:

- (i) imported into the Port and brought into the docks or landed at or deposited on or carried over the works or lands of the Company, or
 - (ii) exported from the Port having at any time previously been brought into the docks or landed at or deposited on or carried over such works or lands, or
 - (iii) loaded onto vessels, or with that intention are deposited on, or carried over the works or lands of the Company and which leave such works or lands,
- are liable to Goods charges; except that goods brought into the docks from any port or place within the limits of the River Mersey or any inland canal or navigable river communicating therewith are not liable to charges unless subsequently exported from the Port.

Goods imported into or exported from the Port, which are discharged or loaded at any place in the Port, other than the docks, seaward of an imaginary straight line drawn across the River Mersey from Eastham Ferry to the north-westerly boundary of Garston North Dock, are liable to 50% of the Goods charge.

(b) Payment of Charges

Goods Charges are levied in accordance with the Schedule of Goods Charges and are payable at the office of the Treasurer of the Company at the Maritime Centre on importation or at time of shipment of the goods, or (subject to the prior agreement of the Company) immediately upon receipt of the Company's invoice.

For the avoidance of doubt, importation of the goods shall be deemed to have occurred when an inward bound vessel has (i) crossed over the outer sill of the River entrance of a dock or lock within or leading into the Port or (ii) berthed on a jetty, stage or other berthing facility belonging to or under the management of the Company and situate in the River Mersey. Under The Mersey Dock Acts Consolidation Act, 1858, the Collector of Customs is not to permit or receive the entry of goods unless the payment of the Company's charges is attested thereon.

(c) Non Payment of Charges

Persons who evade, neglect or omit to pay any charges are by Statute liable to pay to the Company by way of damages, in addition to such charges, a sum equal to such charges, and are also liable to a penalty.

(d) Claims

Claims for the return of overpaid charges on goods, occasioned by overentry, must be made and substantiated within 12 months from the time of the entry of such goods. Claims for exemption from charges on goods will be allowed only if made and substantiated within twelve months from the date of importation into the Port.

(e) Documents to be furnished - Imports

The master or owner of every importing vessel, or his agent, must sign and leave at the Maritime Centre, within fourteen days after the final discharge of all goods imported into the docks by such vessel, a full and accurate list, stating the quantities, weights and descriptions of such goods and the names of the consignee's (according to the bills of lading) or the names of the persons actually paying the freight. On failure to leave such list, such owner, master or agent is by Statute liable to a penalty.

(f) Documents to be furnished - Exports

The owner or other person acting therefor in the loading and clearing of an exporting vessel must prepare a full and accurate list or manifest of all goods exported from the docks by such vessel from the bills of lading and freight list, and must sign and leave at the Maritime Centre, within fourteen days after clearance of such vessel, a correct transcript of such list or manifest, showing the names of the shippers according to the bills of lading, and on failure to do so is by Statute liable to a penalty.

2.3 EXEMPTIONS

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

(a) Goods in Transit

Goods imported into the docks which, having been discharged in the docks are arranged to be reshipped therefrom as soon as practicable to another place, and are in fact subsequently reshipped to that place, are exempt from the payment of outward Goods charges, provided that the inward Goods charge has been paid in full.

(b) Goods brought into the docks but discharged or loaded elsewhere in the Port

Goods brought into the Port but not discharged or loaded therein are exempt from the payment of Goods charges, except that if discharged or loaded elsewhere in the Port at any place seaward of an imaginary straight line drawn across the River Mersey from Eastham Ferry to the north-westerly boundary of Garston North Dock, are liable to 50% of the Goods charge.

2.4 SCHEDULE OF GOODS CHARGES

Unless otherwise indicated, Goods Charges are levied on the gross weight of the commodity and all packaging, per tonne or 1000 kg or part thereof. Charges are not made on the weight of containers or pallets, except when empty. Goods charges for unlisted commodities are available from the Marketing Department - see page 21.

Charges on imported or exported goods	Goods Charge per 1000 Kilos
Cereals - imports	£3.30
Cereals - exports	£1.88
Oilseeds and oleaginous fruit etc.	£3.30
Residues and waste from the food industries etc.	£4.23
Metallic ore, slag and ash	£4.23
Mineral fuels, mineral oils etc.	£4.05
Animal and vegetable fats and oils in bulk	£4.05
Liquid chemicals in bulk	£4.88
Metals (excluding iron and steel)	£11.63
Maximum charge - all other commodities	£11.72
Minimum charge - all other commodities	£4.87

A minimum charge of £20.00 per bill is made for all Goods Charges.

The charge on unweighed timber is calculated from its measurements by using the appropriate conversion factor for each category of timber. Conversion factors for specific timbers may be obtained on application from the Marketing Department or from the Treasurer's Department.

The owners of goods passing over the Company's dock lines of railway are subject to a further charge of £0.189 per tonne of such goods.

3. CHARGES ON PASSENGERS

The owner and the master of a vessel are jointly and severally liable for the charges thereon as set out below, such charges being payable on each passenger embarked at the docks onto or disembarked at the docks from vessels berthed in the Port and be paid to the Treasurer of the Company before the departure of the vessel from the Port.

Schedule of Passenger Tolls

For each passenger embarking for or disembarking from:

E.U. countries	£4.05 per person
All other countries	£7.23 per person

4. ENVIRONMENTAL LEVY

The owner and the master of a vessel which comes into or goes out of the Port are jointly and severally liable for the Environmental Levy thereon as set out below:

	Levy per voyage
Vessels carrying Hydrocarbons	= £0.0082 per tonne of cargo
Non Hydrocarbon Vessels	= £0.00082 per tonne on the GT of the Vessels

5. WASTE RECEPTION LEVY

The owner and the master of a vessel which comes into or goes out of the docks are jointly and severally liable for the waste reception levy thereon as set out below:

Capacity of skip on berth	Rate
1.1 cubic metres	= £17.55 + V.A.T.
8.0 cubic metres	= £49.88 + V.A.T.

N.B. The capacity of the skip allocated to the berth is decided by the Company's Cleansing Manager.

6. FLOATING CRANE - F.C. "MERSEY MAMMOTH"

6.1 CHARGES

Details of the floating crane charges are available on request as follows:

- (a) for use within the Liverpool/Birkenhead docks - from the Marketing Department, and
- (b) for use outside Liverpool/Birkenhead docks - from the Harbour Master's Department. See page 21.

6.2 TERMS AND CONDITIONS

The hire of the Floating Crane is subject to the provisions of the Company's "Floating Crane Regulations" and such other conditions as may from time to time be prescribed by the Company.

Such Regulations are available upon the Company's website or upon request from the Harbour Master's Department - see page 45.

B. PILOTAGE

1. DEFINITIONS

For the purposes of this section B, unless the context otherwise requires:

- (a) “the Act” means the Pilotage Act 1987 and any statutory amendment or re-enactment thereof.
- (b) “Certificate” means a Pilotage Exemption Certificate granted by the Company.
- (c) “the Company” means The Mersey Docks and Harbour Company, Maritime Centre, Port of Liverpool L21 1LA.
- (d) “the Port” and “the Port of Liverpool” means the Port of Liverpool as defined in The Mersey Docks and Harbour Act 1971 and any statutory amendment or re-enactment thereof together with the docks at Garston.
- (e) “Port Operations Control” means the Port Operations Control for the Port of Liverpool (Liverpool VTS).
- (f) “Pilot” means a pilot authorised by the Company.

2. PILOTAGE DIRECTIONS

The Mersey Docks and Harbour Company as the Competent Harbour Authority for the Port of Liverpool and as agent for Associated British Port Holdings Plc in respect of Garston Docks pursuant to the Pilotage Act of 1987 and in exercise of their powers under Section 7 of the said Act gives Pilotage Directions for the Port of Liverpool and for Garston Docks.

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

3. SCHEDULE OF PILOTAGE CHARGES

- (a) For piloting a vessel to or from the Bar Lanby Buoy from or to:
 - (i) the entrance of the Manchester Ship Canal or of the Queen Elizabeth II Dock, or
 - (ii) any berth or point in the Liverpool, Birkenhead or Garston Docks, or
 - (iii) any berth or point in the River Mersey,the following charges shall be payable:

<u>Vessel GT</u>	<u>Charge per Trip</u>
Up to 800	£372
801 to 1600	£511
1601 to 3500	£695
3501 to 7500	£881
7501 to 12000	£1152
12001 to 15000	£1331
15001 to 20000	£1515
20001 to 30000	£1607
30001 to 40000	£1718

40001 to 50000	£1848
50001 to 60000	£1978
60001 and over	£2108

(b) 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 £27 shall be payable. If anchoring for ship's business, an anchorage charge of £100 shall be payable for each such period.

These charges shall not apply during any period that the vessel is obliged to remain at anchor due to any negligent act or omission of the Company.

(c) For each occasion on which a vessel is navigated or moved within the Port via the River Mersey the following charges shall be payable:

<u>Vessel GT</u>	<u>Charge per Trip</u>
Up to 800	£372
801 to 1600	£511
1601 to 3500	£695
3501 to 7500	£881
7501 to 12000	£1152
Vessels exceeding 12000	£1331

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

- (i) navigating or moving an inward bound vessel from an anchorage within the Port,
- (ii) navigating or moving an inward bound vessel from an anchorage within the Port to a dock,
- (iii) navigating or moving an inward bound vessel from an anchorage within the Port to await the tide or favourable weather.

(d) For each occasion on which a vessel is required to move along the quayside and requires the service of a Pilot the fee will be £188.

(e) For each occasion on which a vessel is required to move from a berth and go to another berth within an enclosed dock in the Port or return to the same berth after swinging, then the fee will be 50% of that charge as described in (c) for a vessel which is navigated or moved within the Port via the River Mersey.

(f) For each occasion on which a Pilot is booked for a vessel, but is not required for the tide to which the booking relates, a charge of £100 shall be payable.

(g) For each hour (or part thereof) in excess of the first two hours that a Pilot booked for an outward vessel remains at a boarding point before sailing, or having arrived in the Port on an inward vessel cannot then get ashore (otherwise than as provided for in paragraph (b) of this Schedule) a charge of £100 shall be payable.

(h) Except as provided in paragraph (i) of this Schedule, where because of bad weather a Pilot is carried away or is boarded beyond the Port, any landing fees, travel or hotel charges incurred by the Pilot as a result of being carried away or boarded beyond the

Port shall be payable together with the following sums (as applicable) for each day or part thereof that the Pilot is away from home due to his being carried away or boarded beyond the Port.

Where the Pilot is carried away or boarded outside the Port at:

Irish Sea Ports (including Douglas I.O.M.)	£398
Other UK and Irish Ports	£1083
Other EU Ports	£1624
Other Ports outside EU	£2707

(Masters, Agents and Owners are reminded that it is a serious offence under section 19 of the Pilotage Act 1987, to take an authorised pilot out of the district without reasonable excuse, and without his consent).

(i) The charge for boarding or landing a Pilot at Lynas Pilot Station, Anglesey, shall be £459. This charge shall not apply if the Pilot has to be boarded or landed at Lynas Pilot Station due to bad weather, in which event only the Pilot's travel expenses to or from Lynas Pilot Station will be charged.

(j) Where a vessel fails to comply with the procedures for Estimated Time of Arrival or Estimated Time of Departure messages provided for in Clause 7 of the Pilotage Directions a surcharge of 50% or 25% respectively of the relevant charge for the pilotage service required shall be payable in addition to the relevant charge.

(k) Where a booking for an outward bound vessel or vessel transporting (i.e. navigating or moving solely within the Port) is received outside the period 0800 hours to 1630 hours on weekdays or 0800 hours to 1000 hours on Saturday, Sunday and Bank or other National Holidays, an additional charge of £100 shall be payable.

(l) Where a Pilot attends a Master or representatives of a vessel for a pre-sailing or pre-arrival consultancy a charge of £121 shall be payable.

Where a Pilot is consulted by phone, a charge of £46 shall be payable.

(m) For all vessels of 100,000 deadweight and above, a second Pilot is required. An additional charge equivalent to 50% of the Scheduled Pilotage charge for vessels exceeding 20,000 GT shall be charged for this second Pilot.

(n) If a vessel sails from a dock or river berth and, having elected to anchor in the River Mersey for any reason, discharges its Pilot (with permission of the Company) but with a definite time for sailing on that tide or the flood of the next tide, no extra charge shall be made but otherwise a surcharge of 50% of the ordinary charge applicable to that vessel shall be payable.

(o) A vessel navigating to an anchorage for ship's business (which shall include bunkering or lightening) as part of her main inward or outward voyage shall be charged a surcharge of 50% of the ordinary charge applicable to that vessel.

(p) A vessel engaged in adjusting compasses or calibrating equipment while the Pilot is still on board shall be charged £100 per hour (or part thereof).

(q) Where a pilotage service is performed for which no charge is provided for in this Schedule, then the Company shall be entitled to make such charge as it considers reasonable in all the circumstances for the service performed.

(r) Charges for Pilotage Exemption Certificates are as follows:

(i) Fee for issue of Certificate	£1,115
(ii) Examination fee for Certificate	£558
(iii) Fee for annual renewal of Certificate	£100
(iv) Fee for alterations to a Certificate	£44
(v) Fee for "check-ride"	£559

(s) Where a vessel is piloted in the Port by a Master or First Mate who holds a current Pilotage Exemption Certificate for the Port in respect of that vessel, the Company will levy a Pilotage Exemption Charge equivalent to 12.5% of the Scheduled Pilotage Charge per movement pursuant to Clause 10(3) of the Pilotage Act 1987, up to a maximum number of movements per annum of 300 in and 300 out per vessel.

4. APPROPRIATION FEES

In addition to the charges otherwise payable pursuant to the Schedule of Pilotage Charges, the following charges shall also be payable where a vessel takes an appropriated Pilot which, for the purposes of this Clause, means a Pilot appropriated by the Company to a particular Shipowner, Agent or Shipping Company on the application of that Shipowner, Agent or Shipping Company.

Appropriation Fees

Additional Charges - per occasion

Vessels under 20,000 G.T. navigating to or from a berth on the River Mersey or a dock in the Port from or to the Sea	£97
Vessels of 20,000 G.T. and over navigating to or from a berth on the River Mersey or a dock in the Port, from or to the Sea	£192
Vessels of less than 1,000 G.T. belonging to Her Majesty using Princes Stage or manoeuvring in a dock system	£97
Vessels of more than 1,000 G.T. belonging to Her Majesty using Princes Stage or manoeuvring in a dock system	£192
Vessels navigating to or from Eastham or Queen Elizabeth II Dock from or to the Sea	£114
Vessels under 20,000 G.T. lightening in Liverpool Bay or in the River Mersey	£97
Vessels of 20,000 G.T. and over lightening in Liverpool Bay or the River Mersey	£172

5. PAYMENT OF CHARGES

All pilotage charges shall be paid to the Company on demand unless otherwise agreed by the Company. Interest at the rate of 4% per annum above the Bank of Scotland base rate is payable on all such charges remaining unpaid 28 days after the date of the Company's invoice.

6. VARIATION

The Pilotage Directions and pilotage charges may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

C. ANCILLARY SERVICES

1. DEFINITIONS

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

- (a) "Boatmen" shall mean the persons employed or provided by the Company to perform line handling services, and shall include linesmen.
 - (b) "the Company" means The Mersey Docks and Harbour Company, whose head office is situate at the Maritime Centre, Port of Liverpool L21 1LA
 - (c) "craft" shall include any vessel, craft or boat provided by the Company for the performance of any service to the Hirer.
 - (d) "Hirer" shall mean any owner, charterer or person in possession of any vessel or any agent of the foregoing who requests or uses the line handling services of the Company.
 - (e) "line handling services" includes any operation or service related to or arising from assisting the Hirer's vessel to moor, unmoor, shift berth, adjust moorings or otherwise assisting in handling moorings or tow ropes to or from the Hirer's vessel either ashore, in attendant craft or aboard the Hirer's vessel.
 - (f) "Lock" shall mean the River Entrance locks at Gladstone, Langton and Alfred Docks in the Port of Liverpool.
 - (g) "Vessel" shall include any vessel, craft, or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Company agree to assist by providing services of whatsoever nature at the request, express or implied, of the Hirer.
 - (h) The expression "whilst providing a service" shall cover the period commencing when the Boatmen leave their base or are otherwise in a position to receive and comply with the Hirer's request to commence providing a service, whichever is the sooner, and ending when the Boatmen return to their base or commence providing another service, whichever is the sooner.
 - (i) The expression "load on board" shall include "discharged from".
- Words implying the singular include the plural and vice versa.

2. TERMS AND CONDITIONS

Any agreement between the Company and a Hirer for the provision or performance of line handling services by the Company is and shall be subject to the Company's Terms and Conditions relating thereto. Use of the Company's line handling service shall be deemed to constitute notice of and agreement to these Terms and Conditions provided that prior to use of the said service the Company shall take all reasonable steps to

ensure that Hirers are aware of these Terms and Conditions and that copies are available on request.

Such Terms and Conditions are available upon the Company's website or upon request from the Harbour Master's Department - see page 45.

3. CHARGES

(a) The Hirer shall pay to the Company the charges in accordance with the Schedule of Ancillary Service charges hereto. The Charges in paragraphs (a) and (b) thereof are based on the vessel GT and exclude hire charges for attendant craft & crew provided at the request of the Hirer (but not otherwise).

(b) Additional charges to those listed in the said Schedule shall be payable by the Hirer for any special service over and above normal line handling services (such as, for example, the employment of attendant craft and crew).

(c) Charges for docking, undocking or transporting vessels on week days after 0800 and up to 1700 hours shall be at the standard day rate quoted in the Schedule hereto.

(d) Charges for docking, undocking or transporting vessels on week days after 1700 and up to 2400 hours or after 2400 and up to 0800 hours ("nights") shall be at the standard day rate plus 13%.

(e) Charges for docking, undocking or transporting vessels after 2400 hours Friday and up to 2400 hours Sunday ("weekends") shall be at the standard day rate plus 51%.

(f) Charges for docking, undocking or transporting vessels on Bank and other national holidays (with the exception of Christmas Day, Boxing Day and New Years Day) shall be at the standard day rate plus 126%. Rates for Christmas Day, Boxing Day and New Years Day will be available upon application to the Harbour Master of the Company.

(g) Charges are calculated from time of order but the rates quoted in paragraphs (d), (e) and (f) above shall become due if a vessel docking crosses the outer sill of a Lock after 1700 and up to 2400 hours or after 2400 and up to 0800 hours on weekdays or after 2400 hours Friday and up to 2400 hours Sunday or on a Bank or other national holiday or when a vessel sailing or shifting does not 'break away' until such hours or holidays.

(h) Charges for docking, undocking or transporting vessels from 1730 hours Friday and up to 0900 hours Monday and from 1730 hours Monday to Thursday inclusive and 0900 hours the following day or on a Bank or other national holiday shall be at the appropriate rate plus 30% if the order to the Company's Ancillary Services Control is received after 1630 hours on the last normal working day before the required service.

4. ATTENDANCE AND DETENTION CHARGES

(a) An attendance charge for line handling services at the rate of 10% of the relevant charge shall become due if an order for line handling services is cancelled or amended without the required notice of cancellation or re-ordering respectively being given to the Company.

Notices of cancellation and re-orders for line handling services at a later time (so that no charge is applicable) shall be accepted at the following hours' notice:

Time of original order	hours' notice for cancellations and re-orders
(i) from 0800 - up to 1630 weekdays	1 hour's notice
(ii) after 1630 - up to 2300 weekdays	3 hours' notice
(iii) after 2300 - up to 0800 weekdays and after 1630 Friday up to 0800 Monday	6 hours' notice

Notices of cancellation and re-orders for an earlier time shall be accepted at the above hours notice and shall be charged at the appropriate rate plus 30% if the time of re-order falls after 1630 and up to 2400 hours or after 2400 and up to 0800 hours on weekdays or after 1630 hours Friday and up to 0800 hours Monday or on a Bank or other national holiday.

(b) If men are ordered to attend a vessel and are detained for a complete hour or more without working due to or resulting from the act or default of the Hirers, their servants, agents or independent contractors or any other circumstances not being the act or default of the Company, then a detention charge for each complete hour of such detention at the rate of 10% of the relevant charge shall become due in addition to the relevant charge for the operation.

5. SCHEDULE OF CHARGES - PORT OF LIVERPOOL **ANCILLARY SERVICES**

(a) Charge per Vessel for Docking or Undocking or Shifting

Vessels GT	Standard Day Rate*
0 - 800	£73
801 - 1200	£102
1201 - 1600	£145
1601 - 2000	£188
2001 - 2500	£232
2501 - 5500	£434
5501 - 8500	£525
8501 - 12000	£620
12001 - 15500	£812
15501 - 19000	£909
19001 - 26000	£1002
26001 - 33000	£1197
33001 - 40000	£1438
40001 - and above	£1579

*(add 13% for nights or 51% for weekends)

(b) Charge for Vessels berthing or unberthing at Tranmere Oil Terminal

Vessels GT	Standard Day Rate*
0-2500 † († mooring on stage only - no lines on dolphins)	As (a) above
2501-8500	£878
8501-40000	£1438
40001 and above	£1579
Men on jetty, per man.	£54

*(add 13% for nights or 51% for weekends)

(c) Charges for Other Services Standard Day Rate*

Attendant craft & crew provided at the request of the Hirer (but not otherwise), per man/hour	£54
Fendermen, per man.	£54
In addition to charge for movement as above men on quay, per man.	£54
For warping along quay less than a ship's length, securing extra moorings etc., per man	£54

*(add 13% for nights or 51% for weekends)

6. PAYMENT OF CHARGES

The Company's charges shall be payable by the Hirers on demand unless otherwise agreed by the Company. Interest at the rate of 4% per annum above the Bank of Scotland base rate is payable on charges remaining unpaid 28 days after the date of the Company's invoice.

7. VARIATION

The Terms and Conditions and charges relating to the provision of Ancillary Services may be altered or varied at any time and from time to time in such respects and in such manner as the Company may consider desirable.

D. QUAY RENT & SPECIAL RENT - Regulations and Charges

1. PREAMBLE

Users of the Port of Liverpool are reminded that unless specified to the contrary in any conditions issued by the Company relating to particular services or facilities, neither warehousing nor storage nor protection of goods is provided by the Company whilst such goods are on the Dock Estate nor do the Company have custody of the same,

and all goods on or within the Company's Dock Estate are at the owner's sole risk in every respect and the Company will not be responsible for loss or damage of any nature whatsoever howsoever arising thereto.

2. GENERAL RULES AND REGULATIONS

(a) Definitions

In these Regulations,

“cargo” and “goods” means any article or thing of any kind whatsoever including without prejudice to the generality of the foregoing fish, livestock and animals of all descriptions and also liquids and gases.

“the Company” means The Mersey Docks and Harbour Company.

“the Company's Dock Estate” means the quays, jetties, piers, berths, transit sheds and other lands and buildings for the time being vested in or occupied by the Company.

The expression “working day” does not include Saturday (except at the Royal Seaforth Container Terminal) Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday or any other statutory holiday; and a fraction of a working day shall be counted as a whole working day.

(b) Goods in Transit

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

(c) Quay Rent

Any goods landed or deposited on any quay or pier or in any transit shed and not removed before 1700 hours on the third working day next after the day on which the same were so landed or deposited, are liable to Quay Rent at the rate of £7.04 per square metre per day.

(d) Special Rent

Notwithstanding their liability to Quay Rent, inward and outward goods (other than wrecked or fire damaged cargoes - as to which see paragraph (g)) landed or deposited on any quay or pier or in any transit shed 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 charges are available on request from the Port Revenue Department - see page 45).

Notwithstanding anything hereinbefore contained, the Company may:

- (i) extend the period for which goods shall be permitted to remain on any quay or pier or in any transit shed at a specified Special Rent, or
- (ii) refuse or withdraw on 24 hours notice, the privilege of Special Rent in respect of any goods.

(iii) vary the terms for Special Rent in respect of any particular cargo at any time, and in such respects and in such manner as the Company may consider desirable.

N.B. Special Rent charges are payable on all goods and containers landed or deposited at the Royal Seaforth Container Terminal.

(e) Overlanded Cargo

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

(f) Outward Cargo

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

(g) Wrecked and fire damaged Cargo

Notwithstanding their liability to Quay Rent, wrecked or fire damaged cargo landed or deposited on any quay or pier or in any transit shed in each case other than at Royal Seaforth Dock will until further Order of the Company, be permitted to remain thereon without application in that behalf at a rate of £0.10 per day in lieu of Quay Rent, which privilege the Company may nonetheless determine on 24 hours notice, and thereafter Special Rent will be charged, calculated from the original day of landing of the relevant goods.

(h) 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.

(i) 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 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.

(j) Value Added Tax

Value Added Tax (or any other tax required to be levied on the aforesaid charges) shall be payable at the appropriate rate current from time to time on and in addition to the aforesaid charges.

3. NOTICE TO OWNERS OF GOODS

No rental charges whatsoever are incurred by goods which are removed from the quay within 72 hours after landing.

Owners of goods are advised to give the Cargo Operator (here meaning the cargo handling company having responsibility for the delivery of the Owner's goods from the docks) advance notice of their intention to apply for collection of their goods therefrom

E. GENERAL CONDITIONS

1. PAYMENT OF CHARGES - The Mersey Docks & Harbour Company

(a) Interest Charges -

Except where specified herein to the contrary, all charges payable hereunder shall be payable on demand unless otherwise agreed by the Company. Interest at the rate of 4% per annum above the Bank of Scotland base rate is payable on charges remaining unpaid 28 days after the date of the Company's invoice.

(b) Value Added Tax -

Value Added Tax (or any other tax required to be levied on the Company's charges) shall be payable where applicable at the appropriate rate current from time to time on and in addition to the charges specified or referred to herein. VAT Registration No. GB 618 6241 39 (The Mersey Docks and Harbour Company)

(c) Payments -

Payments shall be made payable to "The Mersey Docks and Harbour Company" as follows:

- | | |
|------------------------|---|
| (i) in Sterling to: | Sort Code: 601319 A/c No. 45137641
IBAN: GB80NWBK60131945137641
BIC: NWBKGB2L |
| (ii) in US Dollars to: | Sort Code: 601319 A/c No. 48015296
IBAN: GB54NWBK60730148015296
BIC: NWBKGB2L |
| (iii) in Euros to: | Sort Code: 601319 A/c No. 48015350
IBAN: GB24NWBK60721048015350
BIC: NWBKGB2L |

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

THE MANCHESTER SHIP CANAL

NOTICES

1. The Manchester Ship Canal Company do not take any charge of or assume any responsibility whatever in respect of any ship, boat, barge, lighter or other craft navigating or lying in the port or entering leaving, moving, mooring or unmooring in the Port of Manchester; all craft under such circumstances being at the sole risk of the owners, who alone are responsible for the safety and security of their vessels and moorings and also for any damage done by their vessels or servants to the premises or property of the Company or to vessels or goods in or upon any part of the Company's premises.
2. All goods laid down on or passing over the quays of the Company or deposited in the quay sheds are at the owners risk in every respect. The Company have no custody of such goods and they will not be responsible for any loss or damage.

The Company will, however, by prior arrangement, accept goods on "Company's risk" terms, details of which will be provided on request.
3. Goods are not in the custody of the Company unless taken possession of by them as warehousemen or carriers in accordance with their scheduled conditions.
4. No ship may leave her berth in the Port of Manchester without the permission of the Harbour Master, and the master of every ship is required to give reasonable notice to the Harbour Master of the time when he wishes to sail.
5. The Company's services will be undertaken by them only on the terms and conditions set out in their schedules or from time to time in force. The Company requires the appropriate requisition together with any other necessary documents to be lodged before any service is begun.
6. When an agent for a ship ceases to act whilst that ship is still in the Port of Manchester, and does not accept responsibility for all charges arising throughout the Port of Manchester, he must at once notify the Company so that charges may be correctly debited to the responsible parties.
7. When discharging or loading a ship the Company will, on request, furnish to the shipowner or agent an estimate, to the best of their ability, of the time at which discharging or loading is likely to finish. In giving this estimate the Company accept no responsibility for any inaccuracy or for any delay in finishing discharging or loading.

A. SHIP DUES AND OTHER PORT CHARGES

1. CHARGES ON VESSELS

1.1 SCHEDULE OF SHIP DUES PAYABLE ON SHIPS ENTERING OR LEAVING THE PORT OF MANCHESTER

Class of Voyage	Charge Per GT	Days a ship may remain in the Port after which rent will be charged
Any place in The European Community	£1.426	14
All other places	£2.144	21

Rent on Ships

Rent at the rate of 0.07p per gross tonne per week or part of a week is chargeable on ships remaining in the Port of Manchester after the expiration of the period indicated in the above table. Double this rate will be charged for any period ships remain in the Port of Manchester beyond eight weeks from date of entry. Quadruple this rate will be charged for any period ships remain in the Port of Manchester beyond twelve weeks from date of entry.

Special Ships Dues at Queen Elizabeth Dock

When a ship has remained in Queen Elizabeth II Dock for 14 tides or more, excluding the tide on which she entered the dock, the Harbour Master may serve on the owner or master not less than 24 hours' notice requiring that special ship dues shall thereafter become payable in addition to the ship dues already payable.

Special ship dues shall be at the rate of £4,070 for each tide that a ship remains in dock after the Harbour Master's notice has expired

Special ship dues shall not be payable for any tide if the owner or master proves that either:

- (a) it was not reasonably practicable to complete the loading or unloading of the ship's cargo before that tide or
- (b) the reason for the ship remaining in the dock was attributable to no act or neglect or omission on the part of the ship's owner or master or of the previous owner or master

No rent shall be payable for any period for which special ship dues are payable

1.2 SHIP DUES CONDITIONS

Application of ship dues

- 1 (i) Ship dues shall subject to the following paragraphs be calculated on a ship's gross tonnage, as defined by the International Tonnage Certificate (1969).
- (ii) In the case of any unregistered ship, ship dues shall be calculated on its deadweight carrying capacity decreased by 30%.

Production of certificates of tonnage and registry, etc.

- 2 The master of every registered ship shall, on demand, produce to the Company the certificate of tonnage and registry of such ship. Should any such master refuse or neglect to make such production on demand he shall be liable to a fine.

Arrival and departure treated as on voyage

- 3 The arrival and departure of a ship are treated as one voyage to the Port of Manchester and ships are liable for the ship dues applicable to the most distant port from which they arrive or for which they are bound, provided that in the case of a ship which has arrived light and departs with cargo, the port from which it arrived will be disregarded and in the case of a ship which having discharged cargo in the Port of Manchester departs light, the port for which it is bound will be disregarded.

A ship which leaves the Port of Manchester without unloading or loading all its intended cargo and, without calling at any other port, returns in order to complete its unloading or loading shall be deemed to have made two voyages. Its first arrival and second departure shall be treated as one voyage and its intermediate departure and return shall be treated as another to or from part of the E.U. and ship dues are payable accordingly.

Additional ship dues will not, however, be payable when the intermediate voyage is for the sole purpose of gas freeing or tank cleaning within the Mersey estuary.

Information as to most distant port

- 4 Any person applying to make payment for dues may be questioned as to the most distant port from which the ship has arrived or to which the ship is bound, and if any person shall refuse to answer any reasonable question, or shall wilfully give false or untrue answer, he shall be liable to a fine.

Reduced ship dues

- 5 Half the scheduled ship dues will be charged in any one of the following cases:
 - (a) on a ship which enters the Port of Manchester light or without discharging any cargo and loads salt for any destination or other cargo at least some of which is to be discharged at a foreign port:

- (b) on a ship which arrives from a foreign port with a cargo consisting only of grain and departs light;
- (c) on any ship which arrives from a foreign port which discharges part of its cargo at another coastwise port or ports on the same voyage and which discharges in the Port of Manchester a tonnage of cargo less than one third of its gross tonnage, whether or not it loads outward cargo.
- 6 (i) Ships carrying bulk dry, semi-bulk and general cargo, producing an International Tonnage Certificate (1969) will receive a rebate of 25% from the scheduled ship dues, in addition to any concession that may be given under paragraphs 5(a), 5(b), 5(c) or 8(ii) of these Conditions.
- (ii) A 55% discount is applicable to vessels trading to or from all ports of Great Britain and Ireland.

Pleasure Craft

- 7 Before entering the Port of Manchester, pleasure craft must comply with directions of the Harbour Master under section 8 of the Manchester Ship Canal Act 1960. Pleasure craft are not to remain in the Port of Manchester longer than necessary to complete their passage. The minimum ship dues on pleasure craft shall be £20.03 (incl. VAT) and in addition there will be a charge of £20.03 (incl. VAT) each way for each lock used. This charge does not apply to Walton Lock for which a special rate will, from time to time be listed and quoted on application.

Ships navigating the Ship Canal between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham.

- 8 (i) Any ship whose gross tonnage exceeds 700 tonnes and which navigates the Ship Canal whether or not solely for the purpose of passing between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham shall be liable in respect of the passage to the Company's scheduled ships dues.
- (ii) Any ship whose gross tonnage does not exceed 700 tonnes and which navigates the Ship Canal solely for the purpose of passing between Eastham Locks and either Runcorn Docks, Weston Point Docks or the Weaver Navigation and the River Weaver to Frodsham shall be liable in respect of that passage to two thirds of the Company's scheduled ship dues.

Runcorn Docks

- 9 Dock dues are payable at the rate of 19p per gross tonne. However, on production of an International Tonnage Certificate (1969), a 25% reduction will be given.

1.3 MOORING SERVICES

The service of mooring and unmooring vessels at most points within the Ship Canal are performed by boatmen licensed by the Company. Where such boatmen are not in attendance, their services may be performed by lockgatememen or tugmen, but the Company do not accept liability therefor.

Details of the Charges for such services will be furnished on application.

1.4 MISCELLANEOUS

(a) Fresh Water supplied to ships

Fresh water may be obtained at the following points:

Eastham	Runcorn Layby	Queen Elizabeth II Dock
Weaste Oil Wharf	Ellesmere Port	Partington
Stanlow	Irwell Park Wharf	Ince Oil Berth

Fresh Water Charges:

At all points above	Drinking water	£1.57 per cu. metre
	Boiling Water	£1.57 per cu. metre

(b) Use of Berth Charge at Ellesmere Port

Berth 1	£1041 per working day
Berth 3	£521 per working day

(c) Divers and diving gear

Charges for the service of divers and diving gear will be quoted on application.

(d) Delivery of stores to ship at Stanlow Oil Docks

The Company will provide craft, if available, for delivery of stores to ships berthed in Stanlow Oil Docks and charges will be quoted on application.

1.5 MISCELLANEOUS CHARGES - RUNCORN DOCKS

(a) Ship's Charges

Dock Dues	19p per GT
Dock Dues for layby vessels	30p per GT
Provision of skip for ships refuse	£81 per vessel
Fresh water supplied to vessel	£2.76 per tonne
Turncock's attendance	£39.30

(b) Overtime Charges

Ship - bulk	£103.37 per gang hour (vehicles extra if required)
Ship - bag	£143.45 per gang hour

2. CANAL TOLLS

2.1 SCHEDULE OF CANAL TOLLS

	Per Tonne
(a) Bulk Liquid Traffic	£
Petroleum	
Crude, fuel, gas oil and diesel	3.64
All other petroleum and petroleum products except chemicals	5.35
Chemicals - upper canal	6.11
Animal and vegetable oils and fats	3.56
(b) Bulk Dry Traffic	
Grain and animal feeding stuffs	4.46
Crude minerals, cement and scrap metal	2.94
Coal, coke and patent fuels	2.23
Salt, sea dredged sand, aggregates	1.42
Other basic materials, ferro-alloys and chemicals	4.51
(c) Other goods not otherwise scheduled	9.40

(d) Special rates for Canal Tolls will be quoted on application for the following:

Local movements within the Ship Canal
Bulk liquid chemical - lower Ship Canal
General traffic
Passengers
Heavy Lifts and other project cargoes

2.2 CONDITIONS

1. All cargo while on the property of the Company is at the sole risk of the owner and the Company accept no responsibility for any loss or damage to such cargo 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.

2. Goods are not in the custody of the Company unless taken possession of by them as warehousemen

3. The Company's services will be undertaken by them only on the terms and conditions set out in their schedules or from time to time in force. The Company require the appropriate requisition together with any other necessary documents to be lodged before any service is begun.

The Company are not responsible for delay in receiving, loading or otherwise dealing with the goods.

The Company will, however, by prior arrangement, accept goods on the Company's risk terms, details of which will be provided on request.

Subject to the exceptions mentioned below Canal Tolls are payable on all goods and passengers in ships trading in the Ship Canal and Queen Elizabeth II Dock, Eastham.

Exceptions

Canal Tolls are not payable:

on cargo carried in ships trading only to or from Runcorn Docks, Weston Point Docks, the Weaver Navigation and the River Weaver to Frodsham where the ship's draught does not exceed the difference between 4.6m and the predicted height above the chart datum at Liverpool of the tide on which the ship passes through Eastham locks, or on goods which are brought into the Port of Manchester but remain on the ship.

The schedule:

Canal Tolls are payable on gross weight based on the metric tonne of 1,000 kilos and payment will be required upon the weights shown in the ship's manifest or bill of lading where goods are not weighed by the Company.

Charges not specified and charges on containers and goods not included in the schedule will be quoted on application.

Charges are payable to the Company before removal of the goods from the Company's premises.

Imports (foreign or coastwise):

Canal Tolls are payable by the owner of the goods unless otherwise agreed with the Company. The owner is deemed to be the person or company in whose name the ship's delivery order is made out.

It is customary for the buyer of the goods on c.i.f. (cost, insurance and freight) terms, and for the seller of the goods ex quay or ex warehouse to be responsible for payment of Canal Tolls, quay portorage rates and any other charges, if incurred.

Where by arrangement, shipowners or their agents undertake for the convenience of the owner of the goods to pay Canal Tolls, they shall also pay the quay handling charges and any other charges, if incurred.

Exports (foreign or coastwise):

The only charges normally payable by the exporter or shipper of goods are the Canal Tolls.

The practice is that the shipowner pays for receiving the goods to quay or into transit shed for loading to the vessel unless other arrangements are made with the Company.

It is customary for the buyer of goods on f.a.s. (free alongside ship) terms and for the seller of goods f.o.b. (free on board) terms to be responsible for the payment of Canal Tolls and any other charges, if incurred.

Exporters of goods who have contracted to deliver f.o.b. should arrange with the shipowner or the shipping agent to get customs clearance where required and to pay the f.o.b. charges on their behalf.

Goods not for immediate shipment can be received only by previous arrangement with the Company, or with the shipowner or agent where a loading berth is allocated to a regular line of vessels or to a particular vessel. Special arrangements must be made before any bulk goods can be received to quay

Bunkers

The Canal Toll on bunkers is payable by the supplier unless otherwise agreed.

B. PILOTAGE

**PILOTAGE DIRECTIONS AND SCHEDULE OF CHARGES
EFFECTIVE FROM 1st APRIL 2008**

1. PILOTAGE DIRECTIONS

The Manchester Ship Canal Company, (the Company), as the Competent Harbour Authority for the purposes of the Pilotage Act 1987 for the Port of Manchester and Runcorn Docks, in pursuance of its powers under Section 7 of the said Act, hereby gives Pilotage Directions for vessels navigating in the following areas (the Pilotage District).

The Manchester Ship Canal

The Manchester Ship Canal from Canal level at Eastham Locks to Manchester Docks (entrance to No 6 Dock), but excluding Ellesmere Port terminus basin of the Shropshire Union Canal, the River Weaver, Weaver Navigation and Weston Point Docks.

Queen Elizabeth II Dock

The Queen Elizabeth II Dock and its lock at Dock level.

Runcorn Docks

Runcorn Docks comprising Francis Dock, Alfred Dock and Fenton Dock.

Direction Notes:

- 1.1 Pilotage Exemption certificates may be applied for by bona fide Masters and First Mates of vessels.
- 1.2 Exemption Certificates for Assistant Pilots are not available.
- 1.3. The following vessels shall be deemed not to be navigating the above areas:
 - a) Vessels moving along any quay without letting go from the quay, and
 - b) Vessels moving entirely within:
 - Manchester Docks above Mode Wheel Lock
 - Runcorn Docks
 - No's 1 and 2 Dock at Stanlow
- 1.4. The holder of a Pilotage Exemption Certificate must remain on the bridge at all times while the vessel is under way.

2. COMPETENT HARBOUR AUTHORITY

In accordance with the Pilotage Act 1987, the Company is the competent harbour authority for the Port of Manchester and Runcorn Docks.

3. COMPULSORY PILOTAGE

Pilotage shall be compulsory for all vessels navigating within the Manchester Ship Canal, Runcorn Docks or Queen Elizabeth II Dock, except that:

vessels not exceeding fifty (50) metres in length overall, which are not carrying dangerous goods, are exempt from compulsory pilotage provided that this exemption shall not apply if the navigation of the vessel is in the opinion of the Company affected by a defect in or damage to the vessel or her equipment or inadequacy of the Master or crew.

4. PILOTAGE EXEMPTION

4.1 Pilotage Exemption Certificates

- 4.1.1. Unless otherwise specifically provide for herein, Pilotage Exemption Certificates will be granted to bona fide Masters and First Mates of vessels less than eighty two (82) metres in length overall on application, subject to a declaration in writing from the vessels owners to the effect that the relevant Master or First Mate shall
- a) hold a valid certificate of competency for the class of vessel for which the application is made.
 - b) has experience of navigating in the Pilotage District and a working knowledge of the Company's Navigation Bye Laws and Vessel Traffic System (VTS).
 - c) is free from any disease or infirmity likely to affect his ability to pilot a vessel in the Pilotage District.
 - d) has a working command of the English language.
 - e) has completed 12 qualifying trips, either inward or outward, within the 12 consecutive months immediately preceding the date of application, in the area of the Pilotage District for which the Exemption Certificate is required.
- 4.1.2 Every applicant for a Pilotage Exemption Certificate will be required to complete three (3) check trips to the satisfaction of an examining Pilot, (one such check trip to be conducted in the presence of the Company's Deputy Harbour Master or Pilotage Manager), in the area of the Pilotage District for which the Pilotage Exemption Certificate is required.
- 4.1.3 For all vessels of eighty two (82) metres or more in overall length, Pilotage Exemption Certificates may only be granted to bona fide Masters or First Mates after an oral examination. Oral examinations will be conducted by persons appointed by the Company.
- 4.1.4 In addition, for vessels of ninety five (95) metres or more in overall length, an applicant will be required to have performed a minimum of twenty four (24) qualifying trips either inward or outward, within the twelve (12) consecutive months immediately preceding the date of application, in the area of the Pilotage District for which the exemption is required.
- 4.1.5 An applicant for oral examination must satisfy the requirements set out in paragraphs 4.1, 4.2, and 4.4 of these Directions as appropriate.
- 4.1.6 A Pilotage Exemption Certificates shall not be granted without oral examination in respect of a vessel carrying dangerous goods as specified in schedule 3 of the Dangerous Substances in Harbour Areas Regulations 1987 (with the exception that in respect of Class 3 bulk liquids, for flashpoint 60 degrees C there shall be substituted flashpoint 21 degrees C).

4.2 Pilotage Exemption Certificates (All Vessels Carrying Dangerous Goods)

For all vessels carrying Dangerous Goods as specified in schedule 3 of the Dangerous Substances in Harbour Areas Regulations 1987 regardless of GT, Pilotage Exemption Certificates may be granted, subject to an oral examination, to bona fide Masters and First Mates who meet the requirements set out in paragraphs 4.1, 4.2 and 4.4 of these Directions as appropriate.

4.3 Defective Vessels or Vessels Deficient in Equipment.

Vessels regardless of size which for any reason have a defect in or damage to the vessel or her equipment or inadequacy of the Master or crew will be subject to control as provided for in Bye Law 8 of the Harbour and Port of Manchester Navigation Bye Laws 1982.

Pilotage Exemption Certificates in respect of such vessels may be temporarily suspended, or withdrawn, at the discretion of the Company.

4.4 Check Trips

Check trips will be conducted by a First Class Pilot for the Pilotage District and one such check trip will be conducted in the presence of the Company's Deputy Harbour Master or Pilotage Manager. The fee for check trips will be covered by the equivalent Pilotage charge for the voyages as specified in the Schedule of Pilotage charges.

4.5 Annual Renewal

Pilotage Exemption Certificates will be reviewed annually by the Company, who will need to be assured that the holder has performed a minimum of six (6) trips either inwards or outwards in the area of the Pilotage District to which the relevant Certificate is to relate in the previous twelve (12) months and of the holder's continued fitness before a renewal is granted.

4.6 Restricted use for Regular Traders

Pilotage Exemption Certificates can be restricted for the use only in the part, or parts of the Pilotage District in which the holder regularly trades, or the areas on which the examination or examinations were based.

5. PILOTAGE CHARGES

Pursuant to the Pilotage Act 1987, Section 10, charges will be in accordance with the current list of Charges for Pilotage and Steering Services published and circulated by the Company.

6. ASSISTANT PILOTS

An assistant Pilot may be required whenever the Company considers that the safe conduct of the vessel might be impaired without one.

SCHEDULE OF PILOTAGE CHARGES - Effective from 1st April 2008

1. Orders for Pilotage Services

All orders for all services of Pilots and Assistant Pilots must be received by the Company as soon as possible, but with at least 3 hours' notice prior to the intended service time.

For orders received and accepted with less than 3 hours' notice prior to the order time, the Company reserves the right to charge a short notice fee (in addition to any other Pilotage Charges) of £76 per Pilot and £76 per Assistant Pilot, providing that a Pilot and Assistant Pilot (if required) can be made available at such short notice.

2. Pilotage Sections

For the purposes of Pilotage charges, the Pilotage District (as defined in paragraph 1 of the Pilotage Directions) is divided into various sections:

Eastham: Eastham Locks, non-cargo working berths in Eastham Basin and Queen Elizabeth II Dock Lock.

Eastham

Working Berths: Cargo working berths in Eastham Basin and all berths in Queen Elizabeth II Dock.

Ellesmere Port: All points upstream of the Masting Crane Berth up to and including Ellesmere Port South Pier Head.

Stanlow & Ince: All points upstream of Ellesmere Port South Pier Head up to and including Ince Oil Berth.

Runcorn: All points upstream of Ince Oil Berth up to and including Wigg Wharf.

Irlam: All points upstream of Wigg Wharf up to and including Irlam Lower Lay-by.

Manchester: All points upstream of Irlam Lower Lay-by up to and including Manchester No.6 Dock Entrance.

3. Pilotage from Eastham to Relevant Sections, or vice versa

Vessel GT	Eastham Working	Ellesmere Port	Stanlow & Ince	Runcorn	Irlam	Manchester
Up to 800	£148	£167	£188	£208	£293	£332
801 - 1,600	£148	£237	£268	£298	£415	£477
1,601 - 3,500	£208	£331	£374	£414	£583	£667

3,501 - 7,500	£268	£427	£482	£534	£748	£856
7,501 - 12,000	£356	£570	£641	£711	£997	£1139
12,001 - 15,000	£415	£667	£748	-	-	-
15,001 - 20,000	£477	£757	£856	-	-	-
over 20,000	£534	£856	£963	-	-	-

The above charges are payable per Pilot per service. If an Assistant Pilot is also required, whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the above charges are payable per Assistant Pilot per service.

4. Eastham Shifting

For a vessel moved at Eastham from the Locks to a berth in Eastham Basin (i.e., the Lay-bys, Sheerlegs Berth and Masting Crane Berth) or vice versa; or between berths in Eastham Basin with the assistance of a Pilot, a charge of £76 shall be payable for each service provided.

This charge does not apply in cases where either the origin or destination berth (per service) is a berth where the vessel is to or has worked cargo (e.g., Eastham Locks to Sheerlegs Berth to discharge cargo etc.).

5. Vessels Moving Within Sections

For vessels moving within a section (as designated in paragraph 2 of this Schedule), a charge of £148 shall be payable for each such service provided by a Pilot. If an Assistant Pilot is also required, whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the said charge is payable per Assistant Pilot per service.

6. Vessels Moving Between Sections

For a vessel moving between sections (as designated in paragraph 2 of this Schedule), a charge of £148 plus the difference between the charge from Eastham to the points of arrival and departure (as specified in paragraph 3 of this Schedule) shall be payable for each such service provided by a Pilot. If an Assistant Pilot is also required whenever the Company considers that the safe conduct of the vessel might be impaired without one, an additional 50% of the said charge is payable per Assistant Pilot per service.

When a vessel transits beyond the sections in which its berths are located (e.g. for the purpose of swinging etc.), then the charges shall be levied on the full distance through which the vessel transited.

7. Vessels Shifting Between the Ship Canal and Queen Elizabeth II Dock

For a vessel shifting between the Ship Canal and Queen Elizabeth II Dock, or vice versa, both charges as specified in paragraph 3 of this Schedule shall be payable.

8. Cancellation

When a Pilot and Assistant Pilot (if required) are ordered to attend an incoming vessel on a specified tide, but the vessel does not arrive and the order is not cancelled, or the order is cancelled with less than 3 hours' notice prior to the order time, then a fee of £76 per Pilot and £76 per Assistant Pilot shall be payable.

When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is cancelled with less than 3 hours' notice prior to said order time, then a fee of £76 per Pilot and £76 per Assistant Pilot shall be payable.

9. Amendment

When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is amended to a later time, no charge shall be payable if at least 3 hours' notice of the amendment prior to the original order time is received. In cases where less than 3 hours' notice is received, a cancellation fee of £76 per Pilot and £76 per Assistant Pilot shall be payable.

When a Pilot and Assistant Pilot (if required) are ordered to attend a vessel within the Pilotage District and such order is amended to an earlier time and at least 3 hours' notice of the amendment prior to the revised order time is provided, no charge shall be payable if the amended order is accepted. In cases where the amended order is accepted with less than 3 hours' notice prior to the revised order time, The Manchester Ship Canal Company reserves the right to charge a short notice fee of £76 per Pilot and £76 per Assistant Pilot.

10. Detention Prior to Sailing

When a Pilot and Assistant Pilot (if required) attend a vessel due to sail from, or move within the Pilotage District, and the vessel is not ready or delayed and unable to move within 1 hour of the time of ordering, then a detention fee shall be payable as follows:

Detention up to 1 hour:	Free of Charge
For each subsequent hour or part thereof:	£76 per hour per Pilot, and £76 per hour per Assistant Pilot

In the event of the Pilot and Assistant Pilot (if required) being cancelled within the first hour of detention, a cancellation fee of £76 per Pilot and £76 per Assistant Pilot shall be payable.

In the event of the Pilot and Assistant Pilot (if required) being cancelled within the second or subsequent hours of detention, a cancellation fee of £76 per Pilot and £76 per Assistant Pilot shall be payable in addition to the detention fees specified above.

In the event that the vessel is not ready to move within two hours of ordering, then the Company reserves the right to remove the Pilot and Assistant Pilot (if required) from the vessel for other duties. The appropriate detention and cancellation fees (as specified above) shall then be payable.

In case of a cancellation, or the Pilot and Assistant Pilot (if required) leaving the vessel for other duties, then it will be necessary to place a new order for Pilotage Services.

11. Detentions on Passage Due to Non Port Related Operations

Significant delays to vessels on passage of over 1 hour due to non Port related operations shall incur a detention fee at the rate of £76 per hour or part thereof per Pilot and £76 per hour or part thereof per Assistant Pilot. In the case of detentions on passage caused by prevailing weather conditions, the first two hours of detention shall be free of charge.

12. Pilotage Exemption

The following fees are payable in respect of Pilotage Exemption Certificates:

- (a) £233 for the issue of a Pilotage Exemption Certificate without oral examination.
- (b) £464 for the issue of a Pilotage Exemption Certificate requiring oral examination (inclusive of one oral examination).
- (c) £233 per annual renewal per Pilotage Exemption Certificate.
- (d) Where a vessel is piloted in the Pilotage District by a Master or First Mate who holds a current Pilotage Exemption Certificate for the District in respect of that vessel, the Company will levy a Pilotage Exemption Fee equivalent to 12¹/₂% of the scheduled Pilotage Charge per movement (as per paragraph 3, 4, 5, 6 and 7 of this Schedule) pursuant to clause 10(3) of the Pilotage Act 1987.

13. Special Charges

The Company reserves the right to apply special charges in respect of unusual cargoes and vessels, or if abnormal operations are involved.

14. Payment of Charges

All Pilotage Charges are to be paid within one calendar month of the date of issue of the Company's invoice.

C. TOWAGE

1. SCHEDULE OF TOWAGE CHARGES FOR TOWAGE SUPPLIED BY MSCC

1.1 Orders for Towage Services

- (a) All orders for Towage Services shall be in writing and made upon the Company's Berth Application Form. Such orders must be received by the Company in writing as early as possible, but in any event not less than 12 hours prior to the intended time of the relevant Towage Service.
- (b) For orders received and accepted with less than 12 hours' notice prior to the intended time of the Towage Service, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of £358 per tug, provided that a tug can be made available at such short notice.
- (c) The Master of the vessel requiring Towage Services shall, if and when so requested, sign the Company's tug requisition form confirming the ordering of the Towage Services.
- (d) By ordering Towage Services, the ordering party is deemed to acknowledge that the vessel's owners, operators, master and agents have been informed of and have accepted this Schedule of Towage Charges and any associated Terms and Conditions.
- (e) The Company will endeavour to supply towage at the time required, but does not guarantee to have one or more tugs always 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 provision or non-provision of Towage Services.
- (f) In normal circumstances, the Company shall endeavour to have available at all times two manned tugs for the provision of Towage Services, and a third and fourth manned tug on being given not less than 12 hours written notice. Vessel owners, operators, masters and agents will be notified in advance by the Company's Harbour Master when it is the fourth tug which will be providing the Towage Service.

1.2 Towage Sections

For the purposes of Towage Charges, the Ship Canal is divided into the following Sections:

Eastham Locks:	Eastham Locks at Ship Canal level.
Eastham Basin:	All points upstream of Eastham Locks up to and including the Masting Crane Berth.
Ellesmere Port, Stanlow & Ince:	All points upstream of the Masting Crane Berth up to and including Ince Oil Berth, but excluding the terminus basins of the Shropshire Union Canal.
Ince B:	All points upstream of Ince Oil Berth up to and including Ince B Berth.

Runcorn:	All points upstream of Ince B Berth up to and including Stonedelph, but excluding the River Weaver, Weaver Navigation and Weston Point Docks.
Irlam:	All points upstream of Stonedelph up to and including Irlam Lower Lay-by.
Manchester:	All points upstream of Irlam Lower Lay-by up to and including Manchester No.6 Dock Entrance.

1.3 Towage Services from Section to Section (or vice versa)

Between	and Eastham Basin	Ellesmere Port, Stanlow & Ince	Ince B	Runcorn	Irlam	Manchester
Eastham Locks	(‡)	£1043	£1411	£1513	£2139	£2288
Eastham Basin		£1043	£1411	£1513	£2139	£2288
Ellesmere Port, Stanlow & Ince			(†)	£1197	£1894	£2251
Ince B				(†)	(†)	(†)
Runcorn					£1677	£2183
Irlam						£1327

Additional charges for swinging (applicable only when arising as part of the services shown above)

Swinging at	from/to Eastham Basin	Ellesmere Port, Stanlow & Ince	Ince B	Runcorn	Irlam	Manchester
Ellesmere Port, Stanlow & Ince	£1043	Inclusive	N/A	N/A	N/A	N/A
Weaver Bend	(†)	(†)	Inclusive	Inclusive	N/A	N/A
Manchester	(†)	(†)	(†)	(†)	(†)	Inclusive

(†) = Rate upon application

(‡) = Rate as applicable to a service within Eastham Basin - per paragraph 1.4 of this Schedule.

The above charges are payable per tug per Towage Service and include the provision of Towage Services at weekends and on Bank and other Holidays with the exception of the Christmas and New Year period for which the charges will be quoted upon application.

1.4 Towage Services within Sections

For a vessel requiring Towage Services within a Section (as designated in clause 2 of this Schedule), the following charges shall be payable

Eastham Basin:	£358 per tug per hour or part thereof
Ellesmere Port, Stanlow & Ince:	£358 per tug per hour or part thereof
Ince B:	£416 per tug per hour or part thereof (†)
Runcorn:	£428 per tug per hour or part thereof (†)
Irlam:	£507 per tug per hour or part thereof (†)
Manchester:	£573 per tug per hour or part thereof (†)

(†) Subject to a minimum charge of two hours per tug per Towage Service

These charges are also payable in the event that a tug is requested to stand-by a vessel or to hold a vessel alongside a berth within a Section of the Ship Canal.

1.5 Cancellation

(a) When a tug is ordered to attend a vessel for a Towage Service and such order is cancelled more than 3 hours prior to the intended service time (or 12 hours in respect of a Towage Service to be provided by the fourth tug), no fee shall be payable. Where such order is cancelled 3 hours (or 12 hours in respect of a Towage Service to be provided by the fourth tug) or less prior to the intended service time, then a cancellation fee of £358 per tug shall be payable to the Company.

(b) When a tug is ordered to attend a vessel (but excluding the non-arrival of inward-bound vessels at Eastham Locks, (as referred to in paragraph 1.5(c) below) and the tug is in attendance as ordered, and the order is then cancelled, the charges as per paragraph 1.7(c) of this Schedule shall apply.

(c) When a tug is ordered to attend an inward-bound vessel at Eastham Locks on a specific tide, but the vessel does not arrive on that tide and the order is not cancelled, the order will be deemed to have lapsed and a cancellation fee of £358 per tug shall be payable to the Company. In such cases, it will then be necessary to place a new order for Towage Services.

1.6 Amendment

(a) When a tug is ordered to attend a vessel for a Towage Service and such order is amended more than 3 hours prior to the originally intended service time (or 12 hours in respect of a Towage Service to be provided by a fourth tug) to a later time, no fee shall be payable. Where such order is amended 3 hours or less (or 12 hours or less in respect of a Towage Service to be provided by a fourth tug) prior to the originally intended service time to a later time, then an amendment fee of £358 per tug shall be payable to the Company (in addition to any other Towage Charges)

(b) When a tug is ordered to attend a vessel and the tug is in attendance as ordered, and the order is then amended to a later time, the charges as per paragraph 1.7(c) of this Schedule shall apply.

(c) When a tug is ordered to attend a vessel and such order is amended to an earlier time (and the amended order is accepted), no additional fee shall be payable if more than 5 hours' notice of the amendment is received prior to the revised intended service time. In cases where the amended order is accepted and 5 hours' or less notice is received prior to the revised intended service time, the Company reserves the right to charge a short notice fee (in addition to any other Towage Charges) of £358 per tug, provided that a tug can be made available at such short notice.

1.7 Detention Prior to Service Commencing

(a) When a tug is in attendance as ordered and the Towage Service does not commence within 30 minutes of the intended service time, a detention fee of £428 per tug per hour or part thereof, calculated from the intended service time until the time the Towage Service commences, shall be payable to the Company.

(b) In the event that the Towage Service does not commence within 2 hours of the intended service time, the Company reserves the right to remove the tug from attendance for other duties.

When the tug is removed from attendance in such circumstances:

(i) the fees detailed in paragraph 1.7(c) of this Schedule shall then be payable to the Company, and

(ii) it will then be necessary to place a new order for Towage Services.

(c) In the event that a tug is in attendance as ordered and the Towage Service is then cancelled or amended to a later time, the following fees shall be payable to the Company:

(i) A detention fee of £428 per tug per hour or part thereof, calculated from the intended service time until the time the tug is dismissed (subject to a minimum charge of £428 per tug), plus

(ii) A cancellation fee of £358 per tug.

1.8. Detentions on Passage due to Non Port-Related Operations

(a) Detentions to vessels on passage of more than 30 minutes caused due to non Port-related operations (but not by reason of circumstances affecting the safe navigation of the vessel, unless caused by deficiencies of the vessel or the act neglect or default of its Master or crew) shall incur a detention fee payable to the Company of £428 per tug per hour or part thereof calculated from the time the detention started.

(b) In the event that such detention requires the vessel to berth at a point in the Ship Canal and the vessel remains at that point for more than 2 hours, then the Company reserves the right to remove the tug from attendance. In such circumstances, the charges relating to broken journeys as specified in clause 9 of this Schedule, shall apply in addition to any detention charges incurred in accordance with clause 8(a) of this Schedule.

1.9 Broken Journeys

When a vessel breaks its journey at any intermediate point short of its destination in the Ship Canal for any purpose required by the Company, the vessel, its owner/agent or by the berth operator (but not by reason of circumstances affecting the safe navigation of the vessel, unless caused by deficiencies of the vessel or the act neglect or default of its Master or crew), the appropriate rates as specified in clauses 3 and/or 4 of this Schedule will apply to each portion of the journey. In such circumstances, each portion of the journey will be treated as a separate Towage Service, and the ordering, amendment or cancellation thereof will be subject to the relevant clauses of this Schedule.

1.10 Dead Tows and Vessels with Inoperative Steering Gear

In the case of vessels assisted without the use of main engines (dead tows) and vessels with inoperative steering gear, 20% shall be added to the relevant service charges as shown in this Schedule.

1.11 Tow Ropes

- (a) Vessels are required to provide their own tow ropes, but the Company may supply tow ropes, subject to its relevant Terms and Conditions.
- (b) A charge shall be made for damage to or breakage of the Company's tow ropes whatsoever howsoever caused otherwise than by ordinary wear and tear.

1.12 Special Charges

The Company reserves the right to apply special charges in respect of Towage Services provided for vessels that it deems to be out of the ordinary, and/or for Towage Services that it deems to be abnormal or that are not covered by this Schedule.

1.13 Surcharges

The Company reserves the right to apply special surcharges, payable in addition to the charges shown in this Schedule, from time to time.

1.14 Payment of Charges

Except where agreed by the Company to the contrary, all charges specified in this Schedule are to be paid within 28 days of the date of the Company's invoice. Interest at the rate of 4% per annum above the Bank of Scotland base rate is payable on charges remaining unpaid 28 days after the date of the Company's invoice.

1.15 Terms and Conditions

All Towage Services, including the use of the Company's tow ropes, are provided under the Company's relevant Terms and Conditions.

2. TERMS AND CONDITIONS ON WHICH TOWAGE IS SUPPLIED BY MSCC

The Company, its servants and agents are not to be responsible or liable for delay, damage or injury to any ship or the persons or goods on board thereof of which the Company may undertake the towage, assisting or docking in the River Mersey or the Port of Manchester, or which may be piloted to or from any place therein, or for any loss sustained or liability incurred by anyone by reason of such delay, damage or injury or for any loss or liability incurred in consequence of any such ship colliding with or otherwise damaging any other ship or thing or for any damage, loss or liability of any kind whatsoever arising from the towing, docking, assisting or piloting whatever may be the cause or causes of such delay, damage, injury loss or liability that may have happened or accrued, even though arising from or occasioned by the act, omission, incompetence, negligence or default, whether wilful or not or any delay, stoppage or slowness of speed of any tug or vessel her machinery, equipment, appliances or gear engaged in towing, docking, assisting or piloting any ship even through such defect, imperfection, insufficiency of power or unseaworthiness be in existence before or during the said services.

It is further agreed that on hiring of a tug for towage, docking, piloting or assistance the master and crew of such tug become in all respects the servants of, and identified with the ship, and are under the control of the person in charge of the ship, whilst the towage, docking, piloting or assistance are being performed.

Further the hirer agrees to indemnify the Company against all losses, damage and claims whatsoever including damage sustained by the tug and her machinery, equipment, appliances and gear, even though caused by any defect in such tug, her machinery, equipment, appliances and gear or by the neglect or default of the master or crew of the tug or the servant or agents of the Company.

If a tug is engaged to tow a ship to any place and if for any reason whatsoever she is separated from such ship and the service is not completed, the Company shall nevertheless be paid pro rata according to the extent to which the intended service has been carried out.

The Company reserve the right to substitute one tug for another and to supply a tug or tugs not belonging to the Company and the terms hereof shall apply to such substituted or other tug or tugs.

When tugs are in attendance at the time ordered and the ship is not ready to proceed, or tugs are ordered and not required, a charge will be made at scheduled rates.

These conditions shall also be available to and shall extend to protect the Company and its servants and agents and the Company is or shall be deemed to be acting as principal and also as agents for all its servants or agents from time to time who shall to this extent be or be deemed to be parties to the contract. Further the hirer of the tug(s) undertakes not to take or cause to be taken any proceedings which but for this provision it would be competent to the hirer so to do against Company or any of its servants or agents in respect of any negligence or breach of duty or other wrongful act by them or any of them in relation to any tug supplied hereunder whether or not such negligence breach of duty or other wrongful act occurs before or during the carrying out of the contract and the Company shall hold this undertaking for the benefit of Company and its servants and agents.

3. CONDITIONS RELATING TO THE PROVISION OF TOW ROPES BY MSCC

The Company will endeavour to supply tow ropes at the time required, but do not guarantee to do so and will not be responsible for delay that may arise from any cause. The Company, its servants and agents, are not to be responsible for delay that may arise from any cause whatsoever.

The Company, its servants and agents, are not to be responsible or liable for delay, damage or injury to any ship, vessel or craft or to the persons or goods on board thereof, in respect of which the company may supply tow ropes, or for any loss sustained or liability whatsoever incurred by reason of such delay, damage or injury, or for any loss or liability whatsoever incurred in consequence of any such ship, vessel or craft colliding with or otherwise damaging any other vessel or thing, or for any damage, injury, loss or liability, under whatever circumstances such delay, damage, injury, loss or liability may have happened or accrued, even though arising from or occasioned by the act, omission, incompetence, negligence or default, whether wilful or not, of the Company, its servants or agents, or any other persons, or any defect or unsuitability of or imperfection in the tow ropes, whether patent or latent, even though such defect, unsuitability or imperfection be in existence before or during the period the tow ropes are used.

Further, the hirer agrees to indemnify the Company and the Manchester Ship Canal Company against all losses, damage and claims whatsoever that may occur or be sustained during the use of the tow ropes or accrue after the use of the tow ropes, even though caused by the neglect or default of the Company, its servants or agents or the Manchester Ship Canal Company, its servants or agents.

For further information contact: marketingpl@peelports.co.uk

ENQUIRIES

Subject	Department	Telephone Number
Payments on Vessels	Treasurer's	+44 (0) 151-949 6192
Payments on Goods	Treasurer's	+44 (0) 151-949 6193
Payments on Vessels/Goods (Canal)	Treasurer's	+44 (0) 151-949 6256
Accounts	Treasurers	+44 (0) 151-949 6213
Floating Crane Booking	Marine Operations	+44 (0) 151-949 6141
Floating Crane Charges - for use		
(i) inside the Port	Marketing	+44 (0) 151-949 6306
(ii) outside the Port	Marine Operations	+44 (0) 151-949 6114
Berthing of Vessels - Liverpool	Marine Operations	+44 (0) 151-949 6141
		+44 (0) 151-949 6114
Berthing of Vessels - Canal		+44 (0) 151-327 1244
Pilotage Duty Officers	Marine Operations	+44 (0) 151-949 6134
		+44 (0) 151-949 6135
Pilotage Directions/Bookings	Marine Operations	+44 (0) 151-949 6137
		+44 (0) 151-949 6133
		+44 (0) 151-949 6131
Pilotage Accounts	Port Revenue	+44 (0) 151-949 6224
Ancillary Services (Boatmen):-		
Bookings & Terms and Conditions	Marine Operations	+44 (0) 151-949 6905
Boatmen Accounts	Port Revenue	+44 (0) 151-949 6224
Quay Rent & Special Rent	Port Revenue	+44 (0) 151-949 6218
Cleansing	Engineers	+44 (0) 151-949 6507
Marketing and commercial enquiries		+44 (0) 151-949 6306
		+44 (0) 151-949 6299
		+44 (0) 151-949 6303

Principal fax numbers

Treasurers and Port Revenue Departments	+44 (0) 151-949 6199
Harbour Master's Department - Liverpool	+44 (0) 151-949 6090
Harbour Master's Department - Canal	+44 (0) 151-327 6278

Email enquiries

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& The Manchester Ship Canal Company**

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