

PORT
of
TYNE

**SCHEDULE
OF CHARGES
2021**



This schedule contains information relating to Port of Tyne's charges:

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For information on all charges please contact Port of Tyne:

Port of Tyne	Tel: +44 (0)191 455 2671
Maritime House	Email: commercial@portoftyne.co.uk
Tyne Dock	
South Shields NE34 9PT	

For further information regarding operational pilotage or any navigational advice, please contact the Port of Tyne's Harbour Master:

Port of Tyne	Tel: +44 (0)191 257 0407
Neville House	(24 hours)
Bell Street	
North Shields NE30 1LJ	

Information about the Port of Tyne is also available on the internet. The Port of Tyne's website address is www.portoftyne.co.uk

The charges in this Schedule are made by the Authority pursuant to the Harbours Act 1964, the Docks and Harbours Act 1966, the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968 and the Pilotage Act 1987 and are subject to alteration and revision at any time.

Details correct at time of print: October 2020

Port of Tyne's Pilotage Direction

In accordance with the Pilotage Act 1987 the Port of Tyne is the Pilotage Authority for the Tyne Pilotage District.

"The Pilotage District, with effect from 27 July 1989, will be the Port which includes the seaward approaches within a radius of one mile from either of the roundheads of the North and South Piers at the mouth of the River Tyne and shall include, for the purposes of compulsory pilotage under Part I of the Pilotage Act 1987, so much of the area outside the port as lies within a radius of 3 miles from each of the roundheads, above described, contained within an area East of a line South Pier lighthouse bearing 179° and to the North of a line South Pier lighthouse bearing 288°".

Compulsory Pilotage

Pilotage is compulsory for vessels over 50 metres LOA. (In the case of vessels or objects being towed, pilotage is compulsory where the combined length of the tow exceeds 50m).

Except:

- a) A Pilotage Exemption Certificate (PEC) may be granted to a Deck Officer of such vessels after examination.
- b) At the discretion of the Authority, a Pilotage Exemption Certificate (PEC) may be granted to a Deck Officer of vessels > 50 metres but <100m LOA, without examination.

Pilotage is non-compulsory for vessels up to 50 metres, and as follows:

- a) For vessels being moved entirely outside the main navigable channel for the purpose of changing from one mooring to another mooring.
- b) At the discretion of the Port of Tyne, for named vessels and masters, based in the port, operating regularly throughout the year, and engaged in:
 - The transport of waste or dredged materials;
 - Refuelling or storing of other vessels;
 - The movement of barges, pontoons, or other similar craft
- c) For vessels which are transiting the seaward approaches to and from other ports.
- d) For vessels anchoring in that part of the designated anchorage North East of the River Tyne entrance which lies within the port limits.

River Sections

The four sections of the Tyne Pilotage District are:

- i. From the outer limits of the Pilotage District as previously described to a line drawn due north through Jarrow Quay Corner to the North Bank.
- ii. From the upriver limit of Section I upriver to a line drawn due south from St Anthony's Point to the South Bank.
- iii. From the upriver limit of Section II to the downstream side of the Swing Bridge at Newcastle and Gateshead.
- iv. From the upriver limit of Section III to the navigable limits of the Port upstream.

Port By-laws

The Port of Tyne General By-laws 1987, are available on the Port of Tyne website, visit www.portofTyne.co.uk

MARINE PILOTAGE CHARGES

1. Charges for Exempt Ships

Ships navigating within the Pilotage District under the pilotage of a Master or First Mate who is the holder of a pilotage exemption certificate issued by the Harbour Master will be charged 10% of the applicable rate for such ships. Ships navigating within the Tyne Pilotage District beyond the river section for which an exemption certificate is held will be charged the full rate for pilotage. Applications for a new Pilotage Exemption Certificate or an extended PEC must undergo an assessment act with a POT pilot to verify navigational skill and local knowledge. Existing PEC holders should undergo an assessment every second year. The charges for assessments acts, fees for the examination and the granting and renewal of certificates are set out as below:

2. Schedule of Tripping Charges for Exempt Vessels

Tripping charges apply to all vessels subject to compulsory pilotage but exempt by reason of being navigated by a pilotage exemption certificate holder. The charge is applicable to both inward and outward fully exempt voyages and is levied in accordance with Section 1 Marine Pilotage Charges.

3. General

These charges include a 14% Pilots National Pension Fund (PNPF) Levy. A breakdown of Marine Pilotage Charges incorporating the PNPf Levy can be found in Section 6c. These charges apply to each individual pilotage act.

Ships - based on the Gross Tonnage (GT) of the ship

Gross Tonnage	Pence / GT	Minimum (£)
UP - 3,600	17.54	237.64
3,601 - 7,000	12.72	630.58
7,001 - 10,000	11.45	893.72
10,001 - 13,000	11.12	1,146.41
13,001 +	10.91	1,436.20

Oil Drilling Rigs etc - based on square area

Pence / Sq. Metre	54.04
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Barges – lump sum

Gross Tonnage	Unladen (£)	Laden (£)
UP to 20,000	1,033.97	1,765.40
20,001 +	2,215.15	2,933.83

4. Moving on the River

These charges include a 14% Pilots National Pension Fund (PNPF) Levy. A breakdown of Marine Pilotage Charges incorporating the PNPf Levy can be found in Section 6c.

Ships - based on the Gross Tonnage (GT) of the ship

Gross Tonnage	Pence / GT	Minimum (£)
	7.00	235.32

Oil Drilling Rigs etc - based on square area

Pence / Sq. Metre	40.47
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Barges – lump sum

Gross Tonnage	Unladen (£)	Laden (£)
UP to 20,000	469.47	1,177.70
20,001 +	1,177.70	1,879.00

In addition, any service in excess of three hours duration will be charged at the rate of £201.71 per excess hour or part thereof.

5. Dredgers

Pilotage charges for dredgers working in the river and operational advice on dredging can also be obtained from the Harbour Master.

6. Charges for Other Pilotage Services

These charges include a 14% Pilots National Pension Fund (PNPF) Levy. A breakdown of Marine Pilotage Charges incorporating the PNPF Levy can be found in Section 6c.

7. Moving From the River to an Anchorage

In addition to the outward pilotage charge, a charge of £201.71 per hour or part of an hour will be levied commencing when the vessel passes beyond the piers.

8. Second Pilot

Where a second pilot is required to assist a pilot performing an act of pilotage, a charge of £201.71 per hour or part of an hour will be levied.

9. Compass Adjusting

If a pilot is in attendance when the compasses (and/or nav aids) of a ship are adjusted (or calibrated), £201.71 will be charged.

10. Pilots Carried Outside The Pilotage District

- a) Shipowners / agents requiring a pilot to remain on board a ship and proceed to a continental or alternative UK port by either reasons of safety or other unforeseen circumstances are liable for a detention charge of £125.20 per hour or part thereof, with a minimum of 12 hours; from the time that the pilot leaves the seaward limit of compulsory Pilotage aboard the vessel to his arrival back at his base station. All repatriation and arrangement costs are to be met by the agent / operator.
- b) Shipowners / agents wishing a pilot to board a ship at a continental or distant UK port are liable for a minimum fee of £2,815.59 per voyage plus £125.20 per hour or part thereof, for each hour in excess of 24 hours of time spent on board the ship outside the seaward limit of compulsory pilotage, plus reasonable travel expenses. Should travel arrangements be undertaken by the POT at the request of and on behalf of the agent / operator, an admin charge will be made as well as costs for the flight and taxi fee to the appropriate UK airport. If the arrangement is changed or cancelled, the agent / operator will be liable for any costs incurred by the POT.

11. Attendance

- (a) A charge of 100% of the pilotage cost (subject to the minimum charge) will apply if a pilot attends the vessel and is not required, or is unable to conduct the vessel for reasons other than of the POT's making, or a confirmed order is cancelled with less than 2 hours' notice of a confirmed ETA / ETD.

- (b) In addition to the ordinary pilotage charges, a charge of £201.71 per hour will be applied if the ship is not ready to move within 30 minutes of the time for which the pilot was ordered up to the starting time of the move, provided that the pilot was present at his ordered time. This will apply to delays of up to and including 2 hours in arrival, sailing, or passage, after which point the pilot may be withdrawn by the POT requiring a new order to be placed and an ETA / ETD Surcharge being applied.

12. Variation to Confirmed Orders

The POT will allocate pilots in response to a confirmed order. Once the pilot has been allocated, changes within 2 hours of the confirmed order time shall incur a charge of £201.71, or loss of provision of service.

13. ETA & ETD Surcharges

A surcharge of 25% will be applied for ordering of pilotage services with less than the confirmed notice as prescribed in the prevailing regulations.

14. Detention

A detention fee of £201.71 per hour or part of an hour will be charged if a pilot is detained on a ship after the pilotage act is completed. This is in addition to the ordinary pilotage charges. Detention per voyage fee £2815.59.

15. Ships Unable to Reach Their Destination in the Pilotage District

In all cases when a ship is unable to reach her destination for any cause whatsoever and has to be moored or anchored, the place where she is moored or anchored shall be deemed her destination and any further services rendered shall be charged as additional acts of pilotage.

Liability

The POT employs pilotage resources to provide a high level of service. However, there will be a limited number of occasions when, for operational reasons, a pilot is not immediately available. The provision of pilotage services is accordingly subject to availability, and the POT does not accept any responsibility for delay, damage or economic loss attributable to the lack of a pilot in such circumstances. In the event that a pilot is not supplied due solely to the POT's negligence, then the POT's liability for any loss or damage directly attributable to the failure to provide a pilot is limited to the amount which would have been charged for their services.

Harbour Master Ancillary Charges

1. Boat Hire Charges

Hire of Duty Pilot Boat	£108.80 per hour or part thereof
Exclusive hire of boat	£189.13 per hour or part thereof (minimum charge 4 hours) (A fee of 4 hours hire will be charged if the hire of the boat is cancelled with less than 24 hours' notice)
Boarding and / or landing Compass / Navaid Adjuster (with or without a pilot)	£94.57

2. Boarding and Landing (In addition to any boat hire charges)

Boarding and landing of passengers travelling to and from a vessel, (inclusive of a limited number personal effects)	£61.01 per person
Boarding / landing additional packages or small items of spares or equipment	£61.01 per package / item

3. Pilotage Exemption Certificate (PEC) Fees

PEC examination fee	£432.14 (Payable for each examination & resit)
PEC issue fee	£350.80 (Payable on first issue or if certificate has lapsed)
Annual renewal fee	£172.86

4. Attendance

Where the Harbour Master, his Deputy or a Pilot is required / requested to attend a meeting relating to movement of vessels a charge of up to £175.91 per hour or part thereof may be charged at the discretion of the Harbour Authority.

5. Special Transportations / Marine Projects

Pilotage support for special projects or non-routine marine transportations shall be made in accordance with the appropriate pilotage charges. Project support will be charged at an hourly rate of £175.91 per hour or part thereof. Organisers of such projects are recommended to discuss the level and basis for charging with the POT at an early stage in the planning process.

6. Administration Charges

When the POT performs services which should, more properly, be transacted by the appointed Shipping Agent an administration charge of up to £175.91 will be raised. Activities which may attract such charges are, for example, those intended to avoid a delay to a vessel in circumstances when the Agent cannot be contacted. This charge also applies when movement, pilotage and PEC notifications are submitted that are not in the correct format or are incomplete, including CERS mandatory reporting data.

A lesser charge of £35.59 is applicable should minor intervention be required as a result of inaccurate booking data being submitted which necessitates telephone clarification.

7. Event Support

A charge may be made for any POT support required for the staging of a public or private event on or by the river, based upon the nature and extent of the POT input required. Organisers of such events are recommended to discuss the level and basis for charging with the POT at an early stage in the planning process.

8. Notices to Mariners / Navigation Notices

When the nature of a river work or event necessitates the issue of a Notice to Mariners, this will be produced and circulated by the POT at a cost to the applicant / event organiser at a standard rate of £175.91, irrespective of the area of River affected. There is a minimum notice period of at least 10 working days in such circumstances. Applicants should note that a 50% surcharge will be applied to these charges when less than the minimum period of notice is given to the POT at the discretion of the Harbour Master.

9. Harbour Services

Charges may be made when the POT hires out buoys, sinkers, lights, and other equipment to mark temporary works or structures for river events. Charges will be made for the supply of Harbour Service Launches in accordance with Boat Hire Charges, when they are required, for attendance at special operations or river events. These charges will reflect the costs incurred by the POT for providing the Harbour Service Launches.

Additional Marine Services

Additional services are available by contacting the following:

Mooring Services	Tyne Foyboats	Tel: +44 (0) 191 456 2070
Towage	Svitzer Marine Limited	Tel: +44 (0) 164 225 8300

CHARGES ON SHIPS

Conservancy and River Berth Charge

Cargo Type	Conservancy Charges on Ships		River Berth Charge on Ships
	(A)	(B)	(C)*
	£ / GT	Cargo discharged and / or loaded £ / tonne	£ / GT
Sea dredged aggregates	0.48	0.15	0.64
Coal, Petroleum coke	0.48	0.41	0.64
Grain– Imports and exports(inc. wheat, barley, oilseed rape etc) and biomass	0.48	0.76	0.64
Oil, petroleum products and liquid chemicals	0.48	0.21	0.64
Bulk cargo other than specified above			
Steel	0.50	1.50	0.64
Aluminum, copper, tungsten and lead	0.48	0.59	0.64
Cargoes consisting solely of semi processed and/ or finished metal manufactured products (including machinery)			
Chipboard, plywood, hardboard and m.d.f			
Paper and wood pulp	0.48	0.84	0.64
		£ / cu mtr	
Sawn timber	0.48	0.75	0.64
Exceptions:			
Dumb barges	0.83	As cargo type above	0.64
Fishing vessels (max 7 trips / Quarter)	0.48		
Oil drilling rigs etc pay either (i) or (ii) whichever shall be the lesser	(i) 0.48 £ / GT + £412.83 per day (ii) £4.27 per square metre on entry into the port		

Ships refitting or repairing on the Tyne with GT less than 20,000 GT	Stay is less than 10 days	Stay is more than 10 days
	£0.25 £ / GT	£0.48 £ / GT
Ships refitting or repairing on the Tyne with GT greater than 20,000 GT	Stay is less than 10 days	Stay is more than 10 days
	£0.25 £ / GT	£0.48 £ / GT
Charges on dredgers working on the river	Available from the Harbour Master	
Charges on passenger ships	Available on application	
Charges on ships to be broken up	Available on application	
Launch charge	£0.48 £ / GT	
Layby charge at River Berth	£0.11 £ / GT per 24 hour period or part	

Notes: (NB – All the above charges are payable by the ship)	
1	Ships using the Port for purposes other than discharging or loading cargo pay (A) as above
2	Ships using the Port to discharge or load cargo pay (A) + (B) as above
3	Ships using the Port to discharge and load cargo pay (A) + (B) on the inward voyage and (B) only on the outward voyage, as above
*4	Ships discharging or loading cargo at Port of Tyne River Berth pay (A) + (B) + (C), as above
*5	Ships discharging and loading cargo at Port of Tyne River Berth pay (A) + (B) + (C) on the inward journey and (B) only on the outward voyage, as above
6	Ships using Port of Tyne River Berths without discharging and / or loading cargo or disembarking and / or embarking pay (A) + Layby Charge
7	The Authority reserves the right to the final decision on any ship's tonnage calculation and the interpretation of all aspects of the above conservancy and river berth charges on ships.
8	Ships using a River Berth to Layby will, in addition to the Layby Charge above, pay a Quay Facility Charge of £2.30 per meter of length overall per 24-hour period or part.
9	Ships loading cargo at the Port and then discharging the same cargo at another berth at the Port (i.e. a move on the river) will be pay (B) once only.

Other Charges on Ships

1. Mandatory Waste Charge

Ships visiting Port of Tyne owned and operated berths are subject to a Mandatory Waste Charge of £115.00 per ship. The charge provides ships with either a wheelie bin or closed skip for ships garbage only (this excludes oily rags and any other contaminated waste). The maximum volume of waste covered by the mandatory charge is 1mt or 1cbm per vessel. Any additional quantities of waste will be invoiced at £200 per tonne. This charge is subject to review on 1st April 2021. Separate charges are applicable to skips provided on the North Bank which are detailed in the North Bank Charges.

Ships must arrange the collection and disposal of all other types of waste directly with a licensed waste contractor. A full copy of the Port's Waste Management Plan, can be found in the environmental section of the port's website, visit: www.portoftyne.co.uk

2. International Ships and Port Facility Security Code (ISPS) Security Charge

Ships visiting Port of Tyne owned and operated berths will be subject to an ISPS Security Charge of £76.26 per visit, which contributes to security services and infrastructure costs incurred by Port of Tyne. The charge will not apply to vessels less than 500 GRT or Royal Naval Warships and Warships of other sovereign states.

The ISPS Security Charge excludes vessels requiring extended layby and passenger vessels, these charges may be obtained from the Port of Tyne's Commercial Department.

3. Welfare Levy

Ships visiting the Port of Tyne will be subject to a voluntary Welfare Levy based on Gross Tonnage, which contributes to the welfare of seafarers serving on vessels visiting the Port of Tyne. The charge will be invoiced with other Charges on Ships. All parties have the option to decline the opportunity to contribute and will be credited accordingly. The Welfare Levy will only be levied for a vessel's first 10 visits to the Port of Tyne, each calendar year.

Gross Tonnage	Welfare Levy (per visit)
Less than 7,000	£25.42
7,000 - 20,000	£30.51
20,000 and over	£35.59

The Port of Tyne will contribute £0.50 for every £1.00 collected from vessels. More information on the Welfare Levy, including its application and distribution of funds, may be obtained from the Harbour Master.

4. Swing Bridge Charge

River craft moving upriver passing through the Swing Bridge will pay an additional charge of £159.64 per swing. Between 2030-0800 hours, an additional charge will be incurred.

5. River Craft Charge - Craft Moored in and / or using the port*

Subject to an annual conservancy charge of £58.98 per craft (inclusive of VAT) and registered through a recognised Boat Club. Registration is applied to the craft and may be transferred to a new owner by notifying the Port of Tyne, but not a different craft.

- Visiting pleasure craft staying for less than 14 days - no charges will apply.
- Vessels launched and recovered each day - no charges will apply.
- For stays / periods of between 14 days and 3 months 50% of the above rates will apply.
- For periods of 3 months and over the annual charge will apply in full.

Craft predominantly used for pleasure (but engaged from time to time for hire or rewarded). Double the above rates documented in pleasure craft section (4e). Craft Commercially Employed - Subject to an annual conservancy charge, at rates shown below (annually in advance).

Length Overall (Metres)

Less than 15m	£206.42
15m to 30m	£623.30
30m to 60m	£1,235.42
Over 60m	£ on application

For any craft arriving at the Port during the year, a pro-rata rate for the remainder of the year will apply, based on above rates.

CHARGES ON GOODS

1. Conservancy Charges on Goods

Conservancy charges on goods are payable to the Port of Tyne on all goods (except those which are exempt) discharged from, or loaded to, any ship within the port and whether discharged or loaded at the Port of Tyne berths or at private facilities.

Type of Goods	Charge (£ / tonne of cargo)
Iron and Steel – Billets, Bars, Slabs, Coils, Plates and Wire Rod / Rope	£1.28
Iron and Steel – Tubes and Pipes	£1.85
Machinery and Mechanical Appliances (including offshore equipment and fabricated structures)	£3.29*
Offshore Flexible Pipe & Umbilical Reels:	£5.04*
Other Commodities:	On Application
*Charges to be applied to tonnage of cargo or square metre of area of cargo – whichever is the greater.	

Exemptions from Payment of Charges

Exemptions from conservancy charges on goods are allowed if the goods are:

- a. transhipped in the port direct from ship to ship and consigned to another port or place, in which case the full inward charge only is incurred
- b. bona fide returned goods
- c. returned pallets and empty containers, casks, cases, bags, reels etc.
- d. unprocessed fish of a ship's own catching brought into the port direct from the fishing grounds

Subject to the appropriate declaration being made.

2. Wharfage Charges on Goods

Wharfage charges on goods are payable in respect of the use of the Port of Tyne river berths and the services and facilities thereat. Details may be obtained from the Port of Tyne Commercial Department.

3. Cargo Handling

Cargo handling charges at the Port of Tyne's berths may be obtained from the Port of Tyne Commercial Department.

REFERENCE SECTION

1. Definitions

In this Schedule unless the context otherwise requires:

“The Harbour Master”

The Harbour Master appointed by the Port of Tyne and includes authorised deputies and assistants and any person authorised by the Port of Tyne to act in any of those capacities.

“The Port”

The River Tyne from Hedwin Streams above Newcastle upon Tyne to the roundheads of the North and South Pier at the mouth of the River Tyne and all rivers, streams, havens, creeks, bays and inlets within the flow and reflow of the tide which discharge into the River Tyne, within the limits above and the Dock Estate as defined in the Port of Tyne General Byelaws 3.

“The River”

That part of the River Tyne from a line drawn between the Roundheads of the North and South Piers to Hedwin Streams.

“Ship”

Every description of vessel, however propelled or moved and including any floating manufactured article and anything constructed or used to carry persons or goods by water.

“GT”

The Gross Tonnage shown on the International Tonnage Certificate (1969) issued under the provisions of the International Convention on Tonnage Measurement of Ships 1969.

“Dumb Barge”

Any barge, which is not fitted with mechanical means of propulsion.

“Barge”

Includes any lighter or similar vessel whether self-propelled or not.

“Oil Drilling Rigs, etc”

Any vessel or unit of the type listed in Lloyds Register of Offshore Units, Submersibles and Underwater Systems.

“Owner”

When used in reference to any ship includes the owner, master, charterer, or other person(s) in charge of the ship and when used in reference to goods includes the owner, consignor, shipper, consignees or other person(s) in charge of the goods and in either case includes their respective agents in relation thereto.

“Goods”

Includes fish, livestock and animals of all descriptions.

2. Basis of Charges

- a. For charging purposes a ship’s GT shall be the GT as shown on the International Tonnage Certificate (1969) issued under the provisions of the International Convention on Tonnage Measurement of Ships 1969. In the United Kingdom S1 1982 No 841, The Merchant Shipping (Tonnage) Regulations 1982, gave effect to this Convention, there-under, subject to the following proviso -

- i. if a ship has not been measured in accordance with the 1969 Tonnage Measurement Convention or a certificate is not produced in a form acceptable to the Port of Tyne may reserve the right to calculate and apply a gross tonnage in any manner considered reasonably appropriate.
- b. Tankers with segregated ballast tanks, which comply with the definition in Regulation 1(17) Annex 1 to Marpol 73 / 78, may exclude the tonnage of the segregated ballast tanks from the International Tonnage Certificate (1969) of the vessel before charges in this schedule are applied, provided that proof of both the original and revised GT are furnished with the agents declaration form for each vessel arrival.
- c. 3 Charges on oil drilling rigs, semi-submersible platforms and similar ships or structures (excepting those with conventional hulls) will be based on the area in square metres commensurate with their extreme dimension in the horizontal plane, excluding the helideck.
- d. Charges for the services of a pilot on offshore barges and those carrying cargo wholly or mainly on the weather deck, shall be payable on a lump sum basis.
- e. The pilotage charge for a ship under tow will be assessed on the vessel towed only. Any additional pilots assigned to the towing operation will be regarded as second pilots.
- f. Sea tugs handing over a tow to harbour tugs within the area of jurisdiction for compulsory pilotage, without berthing within the Port, will be regarded as non-compulsory pilotage.
- g. Pusher tugs propelling a cargo unit will be charged on the basis of the aggregate tonnage of the combined vessel. When such a tug is towing the unit as a conventional tow, the same charge will apply.
- h. Charges quoted as a rate per tonne will be levied on the gross weight of the goods including any packing and / or packaging in which such goods are contained.
- i. For any goods not listed in this Schedule, the charges payable will be as for goods listed which most nearly resemble them in nature, packing and quality.
- j. Charges on cargo will be assessed from the information contained in the ship's manifest.
- k. Port of Tyne reserves the right to have the final decision on the interpretation of all aspects of charges.
- l. The Port of Tyne will add VAT at the appropriate rate to all supplies of goods or services which are subject to VAT. Where applicable, zero rating will be applied to ships handling services on qualifying ships, as defined in HMRC VAT notice 744C. All charges quoted in this document, with the exception of Pleasure Craft charges, are exclusive of VAT.

3. Pilots National Pension Fund (PNPF) Levy

This section provides a breakdown of the Marine Pilotage Charges incorporating the Pilots National Pension Fund (PNPF) Levy, as it appears on invoices.

A. General	Unit of Charge	Rate excluding PNPf Levy	PNPF Levy	Rate
Ships – based on the Gross Tonnage (GT) of the ship				
Gross Tonnage				
UP – 3,600	Pence / GT	15.38	2.16	17.54
3,601 – 7,000	Pence / GT	11.15	1.57	12.72
7,001 – 10,000	Pence / GT	10.04	1.41	11.45
10,001 – 13,000	Pence / GT	9.75	1.37	11.12
13,001 +	Pence / GT	9.57	1.34	10.91
UP – 3,600	Minimum (£)	208.45	29.19	237.64
3,601 – 7,000	Minimum (£)	553.14	77.44	630.58
7,001 – 10,000	Minimum (£)	783.96	109.76	893.72
10,001 – 13,000	Minimum (£)	1,005.62	140.79	1,146.41
13,001 +	Minimum (£)	1,259.82	176.38	1,436.20
Oil Drilling Rigs etc – based on squared area	Pence / Sq. Metre	47.40	6.64	54.04
Barges – lump sum				
Gross Tonnage				
UP to 20,000	Unladen (£)	906.99	126.98	1,033.97
UP to 20,000	Laden (£)	1,548.59	216.81	1,765.40
20,001 +	Unladen (£)	1,943.11	272.04	2,215.15

20,001 +	Laden (£)	2,573.53	360.30	2,933.83
B. Moving on the River Ships – based on the Gross Tonnage (GT) of the ship				
Pence / GT		6.14	0.86	7.00
Ships – based on the Gross Tonnage (GT) of the ship	Minimum (£)	206.42	28.90	235.32
Oil Drilling Rigs etc – based on squared area	Pence / Sq. Metre	35.50	4.97	40.47
Barges – lump sum				
Gross Tonnage				
UP to 20,000	Unladen (£)	411.81	57.66	469.47
UP to 20,000	Laden (£)	1,033.07	144.63	1,177.70
20,001 +	Unladen (£)	1,033.07	144.63	1,177.70
20,001 +	Laden (£)	1,648.24	230.76	1,879.00
C. Charges for Other Pilotage Services				
Moving From The River to Anchorage, Second Pilot, Detention	£ per hour or part of an hour	176.93	24.78	201.71
Compass Adjusting, Attendance	£ lump sum	176.93	24.78	201.71
Distance Boarding	Min. 12 Hours	109.82	15.38	125.20
Distance Boarding	Min. 24 Hours	109.82	15.38	125.20
Detention	Per Voyage	2,469.81	345.78	2,815.59

4. Liability in Respect of Charges

- a. Charges shall be paid by the owner to the Port of Tyne Chief Financial Officer.
- b. Where charges payable to the Port of Tyne may be recovered by them from more than one person, the said persons shall be jointly and severally liable.
- c. If the owner eludes or attempts to elude or evades payment of, or refuses or neglects to pay any charges, he shall be liable to pay to the Port of Tyne a sum equal to three times the amount of such charges and this sum shall be a debt due to the Port of Tyne and shall be recovered by the Port of Tyne in any court of competent jurisdiction.
- d. Any person claiming the return of the whole or any part of any charges paid to the Port of Tyne shall make his claim, produce all documents and give all information required by the Port of Tyne, in proof thereof, within one year from the time of payment; and in default thereof the claim shall cease to be enforceable.
- e. An officer as defined in the Customs and Excise Act 1952 may refuse clearance of any ship if he is satisfied that payment of any charges payable to the Port of Tyne in respect of that ship, has not been made or satisfactorily secured.
- f. The Port of Tyne may require any person liable or to become liable for charges to the Port of Tyne, to deposit or to guarantee such sum as, in the opinion of the Port of Tyne, is reasonable having regard to the probable amount of the charges.
- g. The Port of Tyne reserves the right to require payment of charges prior to the ship clearing the Port.

5. Reporting and Payments

- a. The owner of every ship must report to the Harbour Master at least 24 hours prior to entering the port and must report to the Harbour Master at least one hour prior to any intended movement within, or departure from, the Port.
- b. The owner of every ship using the port shall provide the Port of Tyne Finance Department with the information they need to invoice the correct charges.
- c. The owner of goods discharged and / or loaded within the port shall provide the Port of Tyne Finance Department with the information they need to invoice the correct charges.

Payment in respect of all charges shall be made to: Port of Tyne Finance Department
Maritime House Tyne Dock South Shields NE34 9PT

Nothing in these pages shall affect the statutory powers of the Port of Tyne.

These charges are made by the Authority pursuant to the Harbours Act 1964, the Docks and Harbours Act 1966, the Port of Tyne Reorganisation Scheme 1967 Confirmation Order 1968 and the Pilotage Act 1987 and are subject to alteration and revision at any time.

6. Terms and Conditions

These terms and conditions are made in the light of the unfair Contract terms act 1979 as amended and the Port of Tyne consider them to be fair and reasonable. They contain provisions by way of indemnity and also exclusion and limitation of liability in favour of the Port of Tyne who undertake no obligation to effect insurance (and make no charge for insurance) in respect of the customers, their servants, goods or liabilities. Customers are therefore advised to effect insurance themselves.

GENERAL

- a. In these Terms and Conditions:
 - i. "customer" includes any person corporation firm or body of persons whether incorporated or unincorporated who visits the premises of the Port of Tyne and / or the Port and / or who delivers or brings goods or plant onto or whose goods or plant come howsoever to be on those premises and / or who by themselves their servants or agents avail themselves or seek to avail themselves of any facility or service provided by the Port of Tyne.
 - ii. "goods" include cargo of any description whatsoever together with any plant, package, case, pallet, container or other thing which conveys, carries, contains, encloses, protects or supports cargo or is intended or made so to do.
 - iii. "plant" includes any vehicle, trailer (whether or not carrying or incorporating any tank or container) machine or container.
 - iv. Where the context permits words in the singular shall include the plural and words in the plural shall include the singular.
- b. The rights and powers of the Port of Tyne under these terms and conditions are in addition to and not in substitution of the rights and powers of the Port of Tyne conferred by the Port of Tyne Reorganisation Scheme 1967 and the Port of Tyne Act 1989 (and any statutory modification or substitution thereof) and / or by the statutes incorporated therein.
- c. All customers, their servants, agents, goods or plant are subject to the Port of Tyne Bye-laws and other Regulations including any H.M. Revenue & Customs approvals and bonds for the time being in force.
- d. These terms and conditions shall apply to all legal relationships between the Port of Tyne and any customer whether in respect of contract, bailment or licence. These terms can only be varied in writing signed by an authorised officer of the Port of Tyne. No servant or agent of the Port of Tyne has authority to make any representation, waiver or variation inconsistent with any of these terms and conditions, verbally or by conduct or to make any collateral contract or other arrangement to which these terms and conditions do not apply.
- e. The acceptance by the customer of these terms and conditions may be express but even if not made expressly acceptance will be implied from the entry by the customer into any legal relationship with the Port of Tyne since these Terms and conditions are the only terms on which the Port of Tyne are willing to enter such relationship. In particular such acceptance will be deemed to have been made in the event of the entry or delivery of any person goods or plant onto or upon the premises of the Port of Tyne and / or the submission of any written or oral application to the Port of Tyne for entry to the premises of the Port of Tyne or for any service or the use of any facility by or on behalf of any customer.

No terms and conditions whenever or however expressed which are at variance with these terms or purport to exclude or restrict any right of which the Port of Tyne would have had the benefit in contract, tort or by statute or which provides for any party other than the Port of Tyne to be indemnified against the consequences of the negligence or breach of duty, contractor statute by that party, its servants or agents or contractors shall be incorporated in any contract or other legal relation between the Port of Tyne and any other party.

- f. Each customer who avails himself of the services or facilities of the Port of Tyne in respect of any goods or plant warrants to the Port of Tyne that he has the authority of all persons having any title to or interest in such goods or plant to accept these terms and conditions on their behalf as well as on his own behalf. Lessors of goods or plant and others having or claiming to have title to or interests in goods are warned that unless the Port of Tyne are notified in writing of their title or interest in any particular arrangement of goods or item of plant prior to the commencement of legal relations between the Port of Tyne and the customer in respect thereof these terms and conditions will be deemed to have been accepted with the Port of Tyne of such lessor or other party whose rights over and in respect of the goods or the customer shall be postponed to the rights of the Port of Tyne hereunder.
- g. The Port of Tyne are entitled to refuse to accept any goods or plant into their premises. If goods or plant have been accepted the Port of Tyne may nonetheless reject them and require their removal and if so the customer shall be entitled to no recompense other than a refund of charges made less the value of any damage caused by such goods or plant.

THE CUSTOMER'S GOODS

- h. The customer warrants that any goods which he delivers to or causes to be upon the Port of Tyne premises:
 - i. are not dangerous or inflammable or liable to become so in the form in which they are delivered and / or in which they are to remain while at the Port of Tyne's premises;
 - ii. are not toxic or liable to give off any injurious dust, gas, fumes, liquid or radiation;
 - iii. are not infested, verminous, rotten or subject to fungal attack or liable to become so while at the Port of Tyne's premises;
 - iv. are not overheated or liable to become so while at the Port of Tyne's premises;
 - v. will not contaminate or cause danger, injury, pollution or damage to any person or any other goods or plant or the Port of Tyne's premises or the water adjacent thereto;
 - vi. require for their safekeeping no special protection (other than as may be agreed in writing between the Port of Tyne and the customer) arising from vulnerability to heat, cold, moisture, salt, pilferage or proximity to other goods or from inflammability but will remain safe if left standing in the open on Port of Tyne's premises;
 - vii. contain no controlled drugs, (unless the customer is licensed or otherwise lawfully authorised in respect thereof) contraband or other illegal matter;

- viii. are properly and sufficiently packed:
- ix. are properly and sufficiently marked documented and labelled (including a gross weight) for all shipping, cargo handling, dispatch, customs and like purposes complying with any statutory provisions and regulations giving warning as to the hazardous nature of any contents and the precautions to be taken in handling the same and (in the event of the escape of anything injurious there from) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the goods, with the customer's effective name and address for any time during which the goods or plant remain upon the Port of Tyne's premises notwithstanding an address has already been notified to the Port of Tyne in writing.
- i. Any plant (other than as goods) allowed by the Port of Tyne within their premises (including any plant left or parked) is so allowed by licence only and no bailment thereof is made to the Port of Tyne who are under no duty to take care thereof or of the contents thereof.

CHARGES

- j.
 - i. The total amount of the charges in relation to goods accepted by the Port of Tyne for any purpose shall be due and payable on such acceptance whether demanded or not. In respect of charges computed on a daily or other periodic basis the sum due and payable shall be calculated by reference to the number of days before the then agreed date of shipment or other removal of the goods from the Port of Tyne's premises. If no such date is known the sum due and payable shall be calculated by reference to successive periods of 28 days subject to the customer being refunded charges paid by him in respect of any unexpired period after the goods have been shipped or otherwise removed. Warehouse and quay rents and other charges are payable in cash against invoice.
 - ii. Without prejudice to its rights to increase the Charges more generally, the Port of Tyne shall be entitled to increase the charges by not less than thirty (30) days' written notice in the event that there are circumstances beyond the Port of Tyne's reasonable control which increase the Port of Tyne's cost of performance of its obligations, including without limitation where there is a change in applicable law or regulation relevant to the performance of those obligations which has the effect of increasing the cost of performance of those obligations for the Port of Tyne.
 - iii. Save for a specific written quotation the rates of the Port of Tyne's charges shall be those issued and currently in force at the time the facilities or services of the Port of Tyne are actually utilised by the customer and the Port of Tyne may from time to time revise these rates by publishing any such revisions.
 - iv. The Port of Tyne are entitled to a general lien on any goods or plant delivered to them or remaining in their premises in respect of all sums for which the customer or any other person interested in the goods or plant is liable to the Port of Tyne whether in relation to the same goods or otherwise. If the customer has sold or shall sell the goods the subject of the lien the Port of Tyne may at their option accept the proceeds in substitution for the lien as a condition or releasing the goods.

- v. The Port of Tyne may refuse to deliver or release the goods until all charges incurred in relation thereto have been paid but pending such delivery or release any charges accruing on a daily or other periodic basis shall continue to accrue.
- vi. Where the Port of Tyne incurs any expense due to the customer's failure to comply with warranties set out in condition 8 hereof or in taking any steps which the Port of Tyne shall consider to have been reasonably required to remedy the same or to comply with any statute or any rule or order made there under or to comply with the lawful requirements of H.M. Revenue & Customs, H.M. Immigration, the Police, the Health & Safety Executive, the Public Health Authority or any similar body, its officers or agents in respect of the goods, the same shall be chargeable to and payable by the customer concerned in addition to and subject to the same provisions as the charges aforesaid.
- vii. Interest at the rate of 2% per annum over Barclays Bank plc minimum lending rate may be payable on any sum by way of charges which shall have been due and owing for not less than 28 days and shall accrue on a daily basis until payment. In the event that the customer eludes or evades payment or refuses or neglects to pay any charges to the Port of Tyne when due and payable the customer shall be liable to pay the Port of Tyne a sum equal to three times the amount of such charges.
- k. After shipment or other removal of goods from the Port of Tyne's premises any part of the goods or plant remaining empty or substantially empty and unused shall be removed by the customer within 30 days of such shipment or other removal of the goods or their becoming empty or substantially empty (as the case may be). If the customer fails to remove the goods or plant within that period or such further period as the Port of Tyne may in writing agree to allow, the Port of Tyne may for their own sole benefit dispose of such goods or plant (whether by sale, gift, destruction or otherwise) and shall not be liable, answerable or accountable to the customer or any person interested in such goods or plant for so doing as for the proceeds of any such disposal.
- l. If the Port of Tyne shall be liable in tort (including negligence) for bodily injury or death to any person or for damage to any property and if any customer shall also be liable on whatever grounds in respect of the same damage and is insured in respect thereof then as between the Port of Tyne and that customer that customer shall be solely liable for such damage and shall indemnify the Port of Tyne against any sum for which the Port of Tyne shall be liable (whether as damages, costs, interest or otherwise) in respect thereof.
- m. The Port of Tyne shall be liable for loss or mis-delivery of or damage to goods or plant or any deficiency therein if, but only if, it be proved by the customer to have been caused by the negligence of the Port of Tyne or their directly employed servants and that such loss, mis-delivery damage or deficiency of or to the goods occurred when in the Port of Tyne's possession or power.
- n. The Port of Tyne shall be under no liability whatsoever (whether for negligence or otherwise) for loss or mis-delivery of or damage or deterioration to the goods or plant or any deficiency therein if the same arises out of or is caused by any of the following:
 - i. act of God, storm, tempest or flood;

- ii. fire (including the steps taken for the extinguishment thereof) explosion, smoke;
 - iii. impact of aircraft or objects dropped or falling therefrom;
 - iv. strikes, combinations of work persons, lockouts, go slows or other industrial action by any person or anything done in the cause or furtherance of a trade dispute;
 - v. scarcity of labour, plant, machinery, fuel or power;
 - vi. acts of terrorism;
 - vii. civil commotion;
 - viii. restrictions imposed directly or indirectly by H.M. Government or by any person, corporation or body acting under statutory powers;
 - ix. acts of state or foreign governments or their agencies or Her Majesty's enemies;
 - x. theft or willful damage, unless proved by the customer to have been committed by servants of the Port of Tyne;
 - xi. inherent vice of the goods;
 - xii. vermin, insects, fungal attack, rot or corrosion;
 - xiii. heat or cold including heat within the goods themselves;
 - xiv. improper or insufficient packing, marking, documentation or labelling;
 - xv. any act of the Port of Tyne, their servants or agents reasonably necessary for the safety or preservation of persons, the premises and / or any goods thereat;
 - xvi. disputes in respect of documents or declarations for entry purposes or delays in obtaining clearance of the goods, or scarcity of reliable information for the proper administration of the services of the Port of Tyne.
- o. The Port of Tyne shall be under no liability whatsoever (whether for negligence or otherwise) for the goods being delayed or for the loss of any market thereof.
 - p. The liability of the Port of Tyne under condition 13 hereof shall be limited to the cost of the goods or plant lost, mis-delivered or damaged or the market value thereof or the cost of replacing or repairing the same or £800 per tonne of the gross weight of the goods or plant concerned whichever shall be the least.
 - q. It is a condition precedent to the liability of the Port of Tyne under condition 13 hereof that the Port of Tyne be notified in writing within 30 days (in the case of import goods and any plant) or 60 days (in the case of export goods) of the delivery of the goods by the Port of Tyne or their removal from the Port of Tyne's premises or any mis-delivery or loss of or damage to the goods or plant or any deficiency therein together with particulars of the nature and amount of any claim to be made.

- r. These terms and conditions and in particular the limitations on liability herein provided for are intended to ensure for the benefit of both the Port of Tyne and their servants or agents to which end the Port of Tyne contracts on these terms on their own behalf and as agents for and trustees for the benefit of their servants or agents.
- s. In addition to the foregoing terms and conditions further special terms and conditions shall apply to goods consisting of or including explosives, and the Port of Tyne will only accept such goods subject to those terms and conditions and application should be made to the Port of Tyne for details of the latter.

RIVER WORKS LICENCE

The information below details the application process for a River Works Licence.

1. Application

- a. In the exercise of their statutory powers as conservators of the tidal reaches of the River Tyne; the Port requires to be satisfied that any proposed works sited in, on, over or under the river or on the banks of the river to the level of Mean High Water Springs, will neither be an obstruction to navigation nor detrimental to the operations of the river.

The Port of Tyne exercises jurisdiction on areas of the River Tyne as detailed below:

- b. The River Tyne from the North and South Piers to Hedwin Streams at Ryton; including all streams, havens, creeks, bays and inlets within the flow and reflow of the tide.
- c. The seaward approaches within a radius of one mile from either of the roundheads of the North and South Piers, and certain powers beyond the seaward limits of the Port.

Refer to Harbour Documents HD 545 Guidance for Contractors Working on the Tyne and complete Harbour Form HF 544 River Works Approval (Checklist).

The Port of Tyne requires before any such work commences that an appropriate detailed application, consisting of, but not limited to, drawings; and programme of works (start/completion dates) be submitted to the Port.

Plans and sections accompanying applications for River Works Licences must be in an appropriate digital format (e.g. dwg, PDF etc.), drawn to a suitable scale, and comprise of:-

- i. A plan/plans showing:
 - a) The position and details of the work it is proposed to carry out
 - b) The boundaries of the land occupied by the applicant
 - c) The names of owners and/or occupiers of adjoining land
 - d) Lines along which sections (if any) have been taken
 - e) The lines of Mean High and Mean Low Water Spring Tides (MHWS and MLWS) where applicable
 - f) North point
- ii. Sections (where necessary) showing:
 - a) Details of proposed work
 - b) Ordnance Datum (Newlyn)
 - c) Chart Datum (which is 2.60m below OD Newlyn) and corresponds to Lowest Astronomical Tide (LAT)
 - d) The levels of Mean High and Mean Low Water Spring Tides, obtainable from the Admiralty Tide Tables
 - e) The heights and depths related to Ordnance Datum (Newlyn) except dredging, which is to be related to Chart Datum

2. Construction

If the Port of Tyne approves the works we will issue a River Works Licence (valid for two (2) years). Works must start within two years and will be subject to ongoing review by the Port of Tyne during construction (undertaken by the Marine and Harbour Office as

part of the conditions in the RWL and HF 544(A) River Works Application Approval Form). Failure to commence the works within two years will require the applicant to resubmit an application and to pay additional licence costs. Any non-compliance with the general conditions and/or special conditions of the River Works Licence will result in the revocation of the licence.

Notice must be given to the Port:

- Of start of works to allow for ongoing compliance reviews
- Of any amendments to works as originally outlined in the original application.
- Of any changes to the proposed programme start/completion dates

Upon completion of the works, copies of "as constructed" drawings are to be supplied to the Port for record.

3. Application Fee

Cost of the application will be payable in full prior to issue of the River Works Licence.

The current fee of £509.00 (excluding VAT) will be charged for a River Works Licence with General Conditions. The applicant will be advised of costs for more complex applications which require Special Conditions.

A Notice to Mariners fee is chargeable if deemed necessary. There is a minimum notice period for publication of at least 10 working days prior to works commencing on the river. The cost of this can be found in the Schedule of Charges available on the Port of Tyne website at: <https://www.portoftyne.co.uk/marine-information/resources>

4. Additional Consents

The Port advises that the issue of a River Works Licence does not absolve the applicant from seeking any other consents or approvals which may be required before commencement of the works to which it refers.

In addition to the River Works Licence requirements some activities may also need consents issued by other regulatory authorities such as the Marine Management Organisation, the Environment Agency, Natural England and Local Planning Authorities.

Additionally, agreement may be required from any landowner having proprietary rights over the seabed and foreshore - commonly the Crown Estate Commissioners.

Further information relating to statutory consents can be found on the Marine Management Organisation website: - <https://www.gov.uk/topic/planning-development/marine-licences>