



Rates & Charges No. 11

Applies 01.01.24

General Provisions

GENERAL PROVISIONS & DEFINITIONS

Limits of Drogheda Port comprising the following two limits

(A) The northern limit commencing at the north east angle of the bridge at Shop Street and running in an easterly direction along the North Quays to the eastern extremity of Donor's Green, from there along the Baltray Road to the village of Baltray, from there to Aleria Beacon and along the line of the high water mark bounding the eastern shores of the townland of Baltray and terminating at Duffs Farm;

(B) the southern limit commencing at the north east angle of the bridge at Shop Street and running in a southerly direction along the east side of the said bridge to its southeast angle, from there in an easterly direction along the high water mark to the Maiden Tower, from there along the high water mark of the eastern shore to the townland of Mornington and to the southern extremity of Bettystown.

Drogheda Port Pilotage District

Limits consisting of the waters of the sea and River Boyne between St. Marys Bridge in the town of Drogheda and an imaginary straight line drawn from Clogherhead in the County of Louth to Skerries in the county of Dublin.

Rateable Tonnage: (Ships' Dues)

Shall be half the Gross Tonnage or the Net tonnage of the Vessel whichever is the greater.

Ships Tonnage Measurement

Each vessel entering the Port is required to declare their tonnages by submission of International Tonnage Certificate (1969)

Segregated Ballast Tanks

Following the repeal of European Council Regulations (EC) No. 2978/94 with effect 01/01/2008, the gross tonnage of oil tankers with segregated ballast tanks shall no longer be reduced by the tonnage shown in the remarks section of the International Tonnage Certificate (1969)

Local Light Dues

Due solely on vessels traversing Drogheda Port

Laying Up Charge

Vessels loading or discharging cargo and/or passengers in Drogheda Port shall become liable for Laying Up charges after one day following the completion of cargo operations.

Other vessels shall become liable for Laying Up charges after one day in Port.

Declaration of Cargo Details

The master, owner or agent of a vessel shall deliver to the Drogheda Port Company within 24 hours of the arrival of any vessel, details of the cargo to be shipped, unshipped, transhipped and / or whatever documents are required by the company from time to time, in order to access charges. The failure to supply such details is an offence under section 48 of the Harbours Act, 1996.

Payment of Dues

All tonnage rates shall be paid by the master, owner or agent of the vessel in respect of which rates are charged.

Vessels Liable to Dues

The word "vessel" includes a barge, boat, ferry, hovercraft, hulk, hydrofoil, lighter, pontoon, raft, ship or cushion vehicle or any other vessel of any description.

Recovery of Dues

If any vessel's master, owner, or agent evades or attempts to evade payment of harbour charges, he/she shall be subject to the provisions of Section 14 of the Harbour Act, 1996, "Detention and sale of ship goods for unpaid harbour charges".

Powers of Inspection

An official of Drogheda Port may enter the vessel within limits of the port to ascertain the rates payable in respect of any goods therein.

Visiting Vessels

Drogheda Port reserves the right to only extend services to owners / operators of vessels who have valid credit facilities with the Port Company, or who enlist the services of a shipping agent with valid credit facilities from the Port Company.

Un-authorized Disposal of Waste

The owners of vessels found disposing waste within the limits of Drogheda Port without the prior authorisation of the Port Company shall be liable to penalties.

Lay Up- Fishing Vessels

Drogheda Port Company does not offer Lay-Up facilities for fishing vessels.

Unauthorised Use of Berth or Mooring

Any vessel using a berth or mooring within the limits of Drogheda Port without obtaining the prior express permission of the Harbour Master (or Deputy) will be liable to charges.

Vessel Fixed in Port

In addition to Tonnage Dues on arrival, vessels Fixed in Port will be liable for Tonnage Dues on Departure at 100% of the inward rate.

Port Infrastructure Charge

Rates listed on this schedule form part of the Port infrastructure Charge for use of port infrastructure, facilities and services, including waterway access and processing of cargo.

Port Services Regulation

"Port infrastructure charge' means a charge levied, for the direct or indirect benefit of the managing body of the port or of the competent authority, for the use of infrastructure, facilities and services, including the waterway access to the port concerned, as well as access to the processing of passengers and cargo, but excluding land lease rates and charges having equivalent effect"

Port infrastructure charges

"The managing body of the port, or the competent authority, shall ensure that port users and the representatives or associations of port users are informed about the nature and level of the port infrastructure charges. The managing body of the port, or the competent authority, shall ensure that users of the port infrastructure are informed of any changes in the nature or level of the port infrastructure charges at least two months in advance of the date on which those changes come into effect. The managing body of the port, or the competent authority, shall not be required to disclose differentiations in the charges that are the result of individual negotiations."

Harbours Act 1996 (S13(3))

"Different rates of harbour charges may be imposed by a company in different circumstances"

****NB** Please be advised that Drogheda Port Company will provide a cargo dues rate based on the information provided to DPC. Failure to provide all relevant available information may result in cargo dues being changed to take account of information which DPC may later find to be relevant. The Application Form for cargo Dues will be provided on request.**

GENERAL TRADING TERMS & CONDITIONS

1. All agreements between DROGHEDA PORT COMPANY (DPC) and its customers are submitted to the following general conditions. Divergences are only possible under explicit written permission of DPC.
2. All disputes concerning closing, validity, interpretation or execution of the agreements with DPC are subject to Irish Law.
3. In case of dispute only the courts of Republic of Ireland shall be competent.
4. All invoices are payable in EURO.
5. Credit terms: 30 days from date of Invoice.
6. For New customers DPC Company require that a minimum payment of €25,000 is lodged into the Drogheda Port Company bank account in advance of the commencement of business and that invoices issued are paid as set out above. After an initial 3 month period of trading, the advance payment of €25,000 will be deducted/credited from invoices issued after the initial 3 month period.
7. In default of payment on due date, an interest of 8% on top of current ECB rate will be charged on all sums due from the date of invoice on, without further written notice of default to be given. Once a month started, the full month interest is due. This conventional interest is due until full payment.
8. If the payment has not been settled within 7 days after a formal demand by registered letter, the debt will be increased with a conventional indemnity in order to cover additional administrative costs, increased labour, and supervision of debtors and disturbing of trade. The costs concerning unpaid bills of exchange or cheques as well as other collection-charges are not included in the conventional indemnity and will be charged separately.
9. The company shall not be responsible for any loss, damage or delay to cargo stored on quays or wharves or storage area during the period before loading or after discharge irrespective of how such loss or damage or delay arises. Goods are handled and stored at customer's risk in every respect and the company will not be liable for loss by fire, theft, weather or any other circumstance.
10. All goods stored (in warehouse or otherwise) shall be at the sole risk of the customer who should make full arrangements for insurance to cover the goods as he may think fit.
11. All vessels will call at and depart from the Port at times agreed with the Harbour Master of DPC.
12. The normal operating hours of the Port are 0700 hours to 1800 hours, Monday to Friday. Services outside these times may be provided upon prior agreement of the Harbour Master.
13. Drogheda Port is a common-user port and the Harbour Master retains the final decision in relation to all operational matters in the running of the Port, including, but not limited to the scheduling of services, allocation of berths, access to berths, access to warehouses and storage areas and prioritisation of loading and unloading of vessels.
14. DPC will not be responsible for demurrage charges arising on any vessel irrespective of how the charges arise.
15. DPC does not guarantee berth priorities. Berthing allocations are on a first arrival basis. The Harbourmaster reserves the right to vary this policy for the overall good of port operations.

16. Berth allocations and stay times are on the basis of the expected DPC discharge or loading KPI's. (available on request)

17. In order to be valid, all complaints should reach the DPC by registered letter within 8 days. Hereafter all claims will expire. The lodging of a complaint does not free the client from the obligation to pay.

In consideration of the charges payable to Drogheda Port Company the company shall offer the following services to vessels and customers calling at the Port, provided that the call and business has been agreed with the Harbour Master:

Mooring and unmooring vessels;

The use of the Port's berths and other infrastructure;

The temporary storage of goods to/from the areas designated for storage;

Ensure Port Facility compliance with ISPS Code;

Ensure Port compliance with EU Port Security Directive;

Ensure Port compliance with Port Waste Reception Legislation;

Pilotage Service.

2023

General Shipping

Vessel Charges

Vessel Tonnage	Per Rateable Tonne *	€1.23
Cruise Vessel Tonnage	Per Gross Tonne	€0.55
Tanker LPG/Oil	Per Rateable Tonne *	€1.40
Layover charge 1st day or part of Plus €105.00 per day thereafter		€447.00
Layover charge (Detention\Breakdown)	Per day or part of	€3,500.00
Berthing Charge (Less than 20m LOA) per visit up to one week		€225.00
Berthing Charge (Greater than 20m but less than 50m LOA) per visit up to one week		€525.00
Dredger Berth Charge	Per month	€2,000.00
Supply of Water & Labour	Per Vessel	€284.00
Excess of Swill Charge	Per Tonne	€173.00
Excess of Cargo Waste Charge	Per Tonne	€173.00
Gangway Fee	Per Vessel	€40.00
Anchorage Fee Up to 3 days Plus €100.00 per day thereafter		€275.00

* Rateable Tonne is half the Gross or Net whichever is the greater

Pilotage Charges (Effective until 04.02.2024)

Vessel Tonnage	Per Rateable Tonne *	€0.23
Shift	Per Rateable Tonne	€0.12
Detention / Cancellation		€50.00
Cruise Vessel Pilotage	Per Gross Tonne	€0.13
Pilotage Carry Over Fee	Fixed Fee **	€100.00
Pilotage Carry Over	Fee Per hour ***	€16.00

* Rateable Tonne is half the Gross or Net whichever is the greater

** Fixed fee €100.00 charged by pilot to master of vessel

*** €16.00 per hour - Hours away commence leaving the bar & return to Drogheda

Pilotage Charges (Effective from 05.02.2024)

Vessel Tonnage	Per Rateable Tonne *	€0.27
Minimum Vessel Charge		€250.00
Shift	Per Rateable Tonne **	€0.15
Detention ***		€75.00
Cancellation ****		€75.00
Cruise Vessel Pilotage	Per Gross Tonne	€0.16
Pilotage Carry Over Fee	Fixed Fee *****	€200.00
Pilotage Carry Over	Fee Per hour *****	€20.00

* Rateable Tonne is half the Gross or Net whichever is the greater

** Shift - A vessel with Pilot on board, lets go from a berth and is made fast at another berth within the estuary, e.g., Town Quay to Tom Roes Point (TRP), TRP swings and berths TRP to load out.

*** Detention – A detention fee shall be payable if a vessel does not complete sailing / berthing/shifting within an hour of the appointed time. E.g., Vessel not ready to sail at appointed time.

**** Cancellation – A cancellation fee shall be payable if a Pilot is summoned to attend a vessel and the summons is then cancelled.

***** Fixed fee €200.00 charged by pilot to master of vessel

***** €20.00 per hour - Hours away commence leaving the bar & return to Drogheda

Marine Services Charge

Marine Service Charge	Per Attendance	€906.00
Breakaway	Per Attendance	€367.00
Cancellation	Per Attendance	€250.00
Shift – Linesmen Only	Per Attendance	€158.00
Marine Service Standby Charge	Per Attendance	€191.00
Swing Ship/Tug Assist	Per Attendance	€428.00
Crew Pickup/ Stores/surveyor/compass/Other	Per Attendance	€500.00
Crew Pickup/ Stores/surveyor/compass/Other – Outside Anchorage	Per Attendance	€600.00
Palletised Provisions Service for vessel at Anchor	Per Attendance	€700.00

Other Charges

Container by Road- Unload Cargo per Unit	€48.00 plus VAT
After Hour Charge Gate Control per attendance	€53.00 plus VAT
Quay Emergency Cleaning Rate per vessel	€285.00 plus VAT
Special Attendance Charge (e.g., Stowaways)	€500.00 plus VAT
Hire of DPC Bins per hour or part thereof	€40.00 plus VAT
Hire of DPC Operative per hour	€25.00 plus VAT
Release of Unauthorised Parked Vehicles(each time a vehicle is released)	€200.00 plus VAT
Disposal Of Filters/Oily Rags per 100 litre capacity (0.1m3) equivalent or part thereof	€100.00

Miscellaneous Charges

Port Open Storage Areas Charges

1 Week	Cargo rate Plus 30%	per tonne per week	plus VAT
2 Weeks	Cargo rate Plus 40%	per tonne per week	plus VAT
3 Weeks	Cargo rate Plus 50%	per tonne per week	plus VAT
4 Weeks	Cargo rate Plus 60%	per tonne per week	plus VAT

All Port Open Storage area requirements should be confirmed with the Harbour Master.

Cargo Rates

<u>Cargo Description</u>	<u>Unit</u>	<u>Rate €</u>
Liquid Bulk		
Liquid Petroleum Gas (I)	Tonne	€1.65
Dry Bulk Cargoes		
Agricultural Products		
Feed, Grain, Barley, Rapeseed, Wheat, Oats (I & E)	Tonne	€0.60
Other Dry Bulk Goods		
Calcium Carbonate (E)	Tonne	€1.30
Gypsum (I)	Tonne	€1.75
Zinc Concentrate (E)	Tonne	€2.50
Fertilizer Composite (I)	Tonne	€1.16
Granite Sand (I)	Tonne	€0.75
Cement clinker (I)	Tonne	€1.75
Cement clinker (E)	Tonne	€1.04
Bauxite (I)	Tonne	€1.04
Iron/Iron Oxide (I)	Tonne	€1.04
Sand (E)	Tonne	€0.97
Cement Bulk (E)	Tonne	€1.30
Slag (I)	Tonne	€0.89
Ferrous Sulphate (I)	Tonne	€0.88
Magnesite (E)	Tonne	€1.75
Salt (I)	Tonne	€0.64
General Break - Bulk Cargo		
Bulk Bags & Pallets		
Gypsum - Large Bags (I)	Tonne	€1.44
Cement - Large Bags (I)	Tonne	€1.44
Cement in Bags - (25kg bags on Pallets) (E)	Tonne	€1.25
Fertiliser - Large bags (I)	Tonne	€1.44
Bricks (I)	Tonne	€1.76
Iron & Steel Products		
Steel Products - Coils / Plate /Box Section / H-Sections (I)	Tonne	€1.35
Scrap Metal (Via Bins direct to Ship) (E)	Tonne	€2.32

Other General Cargoes

Heavy Lift Cargo > 100T (I)	Tonne	€11.21
Heavy Lift Cargo < 100T (I)	Tonne	€9.51
Machinery > 20T (I)	Tonne	€8.70
Pre-Cast Concrete Products	Tonne	POA
Livestock (E)	each	POA
Potatoes (E)	Tonne	€1.00

Project Cargo/ Oversized Cargo

POA

Forestry / Wood & Products of: -

Laminated Timber (I)	CBM	€1.76
Timber Poles Treated/Untreated – Large Poles (I)	CBM	€2.85
Chipboard/Plywood (I)	Tonne	€1.16
Wood Pellets (I)	Tonne	€1.30
Timber Treated/Untreated Mixed Packs (I)	CBM	€2.00