

## SAINT LUCIA AIR AND SEAPORTS AUTHORITY (SEAPORT TARIFF) REGULATIONS – SECTION 53

(Statutory Instruments 13/1985 30/1998, 32/1999, 23/2001, 97/2002, 38/2003 and 45/2003)

Commencement [15 February 1985]

### 1. SHORT TITLE

These Regulations may be cited as the Saint Lucia Air and Sea Ports Authority (Seaport Tariff) Regulations.

### 2. INTERPRETATION

In these Regulations, unless the context otherwise requires—

“**Act**” means Saint Lucia Air and Sea Ports Authority Act;

“**Authority**” means the Saint Lucia Air and Sea Ports Authority incorporated under the Act;

“**authorised officer**” means a person authorised by the General Manager to exercise powers or perform the duties in respect of which the expression is used;

“**blaster**” means in relation to a ship any person (other than an Authority Pilot) having charge of a ship;

“**charter yacht**” means a yacht propelled by sail, power or otherwise plying for hire or reward and includes in its meaning master, owner or agent thereof;

“**cargo**” means all kinds of movable property including animals;

“**cargo handling**” means the manipulation of cargo from ship’s hook to place of rest or delivery or *vice versa*;

“**containers**” means a shipping container suitable for shipping or storing a number of smaller containers, packages, pieces or bulk material that confines and protects the content from loss or damage, can be handled in transit as a unit and is large enough to require mechanical handling; It shall not measure less than 320 cu. ft.;

- “**Council**” means the Council appointed under the provisions section 4 of the Act;
- “**documents**” means documents used in connection with ships and cargo;
- “**exports**” means cargo loaded or intended to be loaded into a ship in a port;
- “**free period**” means the specified period during which cargo may be stored within a terminal facility free of storage charges;
- “**General Manager**” means the General Manager of the Authority and includes any person appointed to act as General Manager or any Authorised Officer delegated by the General Manager to carry out any duty arising from the implementation of the Tariff;
- “**gross registered tonnage**” means the highest gross registered tonnage of a ship as shown in Lloyds Register or similar register or from the ship’s registration papers;
- “**imports**” means cargo other than transshipment cargo or overlanded cargo discharged at a port from a ship;
- “**N.O.S.**” means Not Other-wise Specified;
- “**owner**” when used in relation—
- (a) to cargo, includes any consignee, consignor, shipper or agent of the owner for the sale, custody, loading, handing, discharge or delivery of such cargo;
  - (b) to any ship, includes any part owner, charterer, operator, consignee or mortgagee in possession thereof or any duly authorised agent of such a person;
- “**passenger**” means a person, other than a stowaway being carried on a ship, who is not a member of the crew of that ship;
- “**port users**” means ships, owners of cargo and any other person or persons using a port or terminal facility;
- “**pilot**” means a pilot employed by the Authority under the provisions of section 55 of the Act;

“**place of rest**” means a location designated by the General Manager within a terminal facility where cargo may be placed and allowed to remain whilst awaiting delivery or loading on board a ship;

“**private yacht**” means any ship used for recreation not plying for hire or reward and includes its master, owner or agent thereof;

“**port**” means the Seaport of Castries or the Seaport of Vieux-Fort as defined in the Act;

“**ship**” includes every description of water-craft in the water used or capable of being used as a means of transportation on water and shall include in its meaning its master, owner or agent;

“**ship’s hook**” means the point of transfer from ship to a terminal facility or *vice versa*;

“**shifting of a ship**” means the moving of a ship from one point to another within a port at the request of the Authority, master, agent or owner;

“**stevedoring**” means the on-board operation of discharging, loading or restowing cargo in a ship;

“**storage charge**” means the penal charge made on cargo remaining in a terminal facility after the expiry date of any free period;

“**tariff**” means the Tariff Book and regulations under section 53 of the Act;

“**T.E.U.**” means 20 foot equivalent unit when used in connection with containers;

“**terminal facility**” means any equipment, premise or area provided by the Authority for the interchange of cargo from ship to shore or *vice versa*;

“**ton**” means 2,000 lbs. or 40 cubic feet;

“**transhipment**” means cargo declared as such in a port and brought in by a ship from outside Saint Lucia for the purpose of reshipment to a foreign place;

“**vehicle**” means any vehicle towed or propelled by any means whatsoever for the portage of cargo or persons otherwise than by sea;

“**tug**” means a tug owned or chartered by or otherwise under the control of the Authority.

### **3. FIXING OF DUES AND CHARGES**

The dues and charges set out in Schedules 3, 4, 5, 6, 7, 8 and 9 are hereby fixed and subject to the conditions specified in Schedule 1 and also subject to the general provisions of Schedule 9, shall be paid to and collected by the Authority.

## **SCHEDULE 1**

### **CONDITIONS GOVERNING APPLICATION OF THE TARIFF IN ACCORDANCE WITH SECTION 16 OF THE ACT**

The dues and charges as published in this Tariff shall be subject to the undermentioned conditions—

#### **1. APPLICATION OF TARIFF AND SUPPLEMENTS**

The dues, charges and conditions whether general or special in the tariff apply equally to all users of all traffic in any port or terminal facilities owned, operated or administered by the Authority under the jurisdiction of the General Manager on and after the effective date of the Tariff or any supplements to it.

The General Manager by delegation from the Council is the sole judge as to the application of the Tariff and shall decide priorities as it appears to him or her best calculated to serve the public interest and in such a manner that no undue advantage may be gained or disadvantage suffered by any port user or class of port user having regard to the use of the port by other port users or other classes of port users.

#### **2. OTHER DUES AND CHARGES**

The General Manager may fix the dues or charges to be paid in respect of any matter not included in the Tariff and for that purpose he or she shall take into account the total cost of any service provided by the Authority in respect of that matter and the nature of that service.

#### **3. ADJUSTMENT OF DUES AND CHARGES**

The General Manager may where the circumstances of the case are unusual or exceptional make such adjustment to the dues or charges in the Tariff as the case may in his or her opinion require.

#### **4. APPEALS**

An appeal may be made to the Council on any ruling given by the General Manager on the tariff.

#### **5. CONSENT TO THE TERMS OF THE TARIFF**

The use of a port or terminal facility under the jurisdiction of the General Manager constitute a consent to the terms and conditions of the dues and charges in the Tariff and evidence of an agreement on the part of port users to pay all dues and charges specified in the tariff and be governed by the regulations in it.

#### **6. GENERAL RESTRICTIONS**

The Authority is not obliged to—

- (a) provide storage or accommodation for cargo which has not been transported nor is intended to be transported by water to or from a port;
- (b) provide any service beyond the reasonable capacity of the terminal facilities available at that time;
- (c) provide extended storage for cargo, beyond any free storage period provided for in the tariff; and
- (d) accept any cargo which in the opinion of the General Manager is considered undesirable.

#### **7. FURNISHING DOCUMENTS**

All port users shall furnish the General Manager with copies of inward and outward manifests and any other documents showing such information as may be reasonably required by the General Manager at such time and in such a manner as may be stipulated by him or her.

#### **8. PAYMENT OF BILLS**

All dues and charges assessed under the Tariff are due as they accrue and are payable within 15 calendar days after presentation of invoices. The Authority reserves the right in the event of a delay or failure to pay invoices when due to demand payment of dues or

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charges in advance before further services are performed or facilities used.

The Authority does not recognise individual owners of cargo and shall not attempt to collect dues and charges on behalf of the ship. The Authority shall be paid when such dues and charges are due regardless of when the ship is reimbursed.

## **9. DEPOSITS**

The Authority may require a deposit for all dues and charges in advance which may accrue against a port user for the use of a port or terminal facility; such use may be denied until such advance payments or deposits are made.

Cash deposits required from ships—

(i) per ton unloaded	\$ 35
(ii) per ton loaded	\$ 20
(iii) containers per T.E.U.	\$ 800
(iv) tankers and bulk carriers per ton	\$ 10
(v) passenger ships	
(a) under 8,000 GRT per ship	\$ 750
(b) 8,000 GRT and over per ship	\$1,500

## **10. APPOINTMENT OF AN AGENT**

Every ship shall appoint an agent who is responsible for the payment of dues and charges without prejudice to the recovery by the agent from the owner or person in charge of the ship of such sums paid on behalf of any such ship.

## **11. LIEN FOR DUES AND CHARGES**

- (1) Where any dues or charges payable under the tariff have not been paid within the period or at the time or place stipulated for their payment, the Authority may—
  - (a) in the case of cargo in the port detain the cargo;
  - (b) in the case of cargo on board a ship, seize the cargo and detain it; and

- (c) in the case of a ship detain the ship and appurtenances.
- (2) Where any cargo in respect of which charges are due and payable is removed from the port the General Manager may so long as the charges due remain unpaid detain any other cargo standing in the port or on board any ship which belongs to the person liable for the payment of those charges.
- (3) Where any ship in respect of which any dues and charges are due and payable has left the port the General Manager may so long as the dues and charges remain unpaid detain any other ship using a port which belongs to the person liable for the payment of those dues and charges.

## 12. INSURANCE

The dues and charges in the tariff do not include any insurance of any nature. Port users using a port or terminal facility are required to insure against any risk arising from such use.

## 13. DAMAGE TO FACILITIES

Port users of a port or terminal facility are responsible for any injury or damage to any person, port, ship, cargo, or terminal facility occasioned by them. It is the responsibility of the port users to report any damage occasioned by them immediately to the General Manager.

The Authority may detain any ship or vehicle responsible for any damage until a deposit is made to cover such damage or other indemnity given to the satisfaction of the General Manager.

## 14. ACCEPTANCE OF LIABILITY

In accordance with section 46(a) of the Act, the Authority has determined the following conditions under which liability is accepted—

- (a) allowing cargo to remain in a terminal facility after the expiry of any free period is considered to be an omission by the owner and according to section 36(b)(iv) of the Act no liability whatsoever is accepted for any loss or damage to such cargo

except in the case of the cargo being sold without adequate notice of the sale;

- (b) Section 36(b)(viii) of the Act shall be considered by the Authority to cover all unprotected cargo and the Authority shall accept no liability for any loss or damage of such cargo howsoever caused;
- (c) cargo stored in the open is held at owner's risk and the Authority shall accept no liability for any loss or damage howsoever caused to such cargo.

#### **15. NOTICE FOR CLAIMS UNDER SECTION 89**

In accordance with section 89 of the Act, notice for claims shall be given to the General Manager in writing within the time specified in that section.

#### **16. BERTHING**

An "Application for a Berth" Form as in Appendix (1) shall be completed by a ship desiring a berth, and submitted to the General Manager 72 hours before the expected time of arrival of the ship.

An application for a berth shall be lodged with the General Manager, Monday—Friday not later than 3:00 p.m.

Once a berth is assigned which means a ship has been granted permission to use a specific berth a ship shall remain there until further directions or permission to move is given by the General Manager.

#### **17. REQUISITION FOR PORT SERVICES**

Any port user requesting port services at a port shall complete a "Requisition for Port Services" as in Appendix (2) as far as reasonably possible in advance of the date such services are required and submit the completed forms to the General Manager.

#### **18. ACCESS TO RECORDS**

All port users are required to permit access to any relevant document for the following purposes—

- (a) audit;
- (b) ascertaining the correctness of reports submitted;
- (c) securing necessary data to permit correct rating of dues and charges.

## **19. DECLARED TONNAGES**

The Authority reserves the right to remeasure any ship and to weigh and measure any cargo in order to assess the accuracy of the GRT of ships and weights and measurements of cargo submitted for dues and charges purposes by port users. In the event of any error the cost of such operation shall be at the expense of the port user.

## **20. LIABILITY FOR DELAYS**

The Authority is not liable for any loss or damage arising from any detention of cargo or delay in the discharge or loading of any ship or any stoppage by or connected with any ship in the delivery of cargo or shipment of cargo or any detention or delay of ships or vehicles howsoever caused. Any dues and charges incurred in the tariff shall be payable despite the occurrence of any such event.

## **21. OFFENCES**

The attention of port users is drawn to Part 10 of the Act in particular sections 79, 80, 82, 83 and 84, which apply to the tariff.

## SCHEDULE 2

### MARINE DUES

#### 1. PILOTAGE

In accordance with section 54 of the Act, pilotage is compulsory for ships over 100 GRT unless exempted under subsection (2).

#### 2. PILOTAGE DUES

Ships shall be charged pilotage dues as follows—

- (1) Pilotage wholly carried out between 0800–1600 hours Monday to Friday—
  - (a) for ships on arrival and departure to or from a berth and shifting from one berth or anchorage to another in the harbour—

(i)	under 100 GRT	EC \$ 25 per move
(ii)	100 GRT–500 GRT	\$ 75 „ „
(iii)	501 GRT–2,000 GRT	\$ 95 „ „
(iv)	2,001 GRT–5,000 GRT	\$125 „ „
(v)	5,001 GRT–10,000 GRT	\$200 „ „
(vi)	10,001 GRT–15,000 GRT	\$220 „ „
(vii)	15,001 GRT–20,000 GRT	\$250 „ „
(viii)	over 20,000	\$300 „ „
  - (b) for ships from Port Castries to any anchorage outside harbour limits the rates in (i) above will be increased by 100%;
  - (c) for ships not engaged in commerce—
    - (a) Not exceeding 50 GRT EC \$ 10 per move
    - (b) 50 GRT— 99 GRT \$ 20 „ „
    - (c) and above 100 GRT as in (i) above.
- (2) Pilotage when any part is carried out between 1600 hours and 0800 hours Mondays to Fridays and any time Saturdays, Sundays or public holidays the dues shown in (1) above will be increased by 75%.

**3. EXTRA CHARGES PILOT**

If a pilot is required to go from his or her permanent pilot station either from Castries or Vieux-Fort to take a ship to other ports in Saint Lucia (excluding Castries and Vieux-Fort) the ship shall arrange transportation and reasonable accommodation if necessary for the pilot. The Authority shall charge an additional \$40 per hour for the full period a pilot is away from his or her permanent station.

**4. NOTIFICATION REQUIRED**

Ships shall give the Authority 72 hours notice confirmed in writing for any Pilotage required.

**5. CANCELLATION**

A cancellation of a pilotage request confirmed in writing shall be made at least 3 hours before the time originally requested.

If such a cancellation is not received, a stand-by charge shall be levied. The stand-by charge subject to a minimum charge as for 3 hours shall be as follows—

- |     |                                       |                                |
|-----|---------------------------------------|--------------------------------|
| (a) | 0800–1600 hours Monday to Friday..... | \$40 per hour or part thereof. |
| (b) | any other time .....                  | \$80 per hour or part thereof. |

**6. RUNNING LINES**

A charge shall be made for running lines at the arrival, departure and shifting of ships.

The charge for running lines shall be as follows—

	0800 hrs.–16.00 hrs Monday—Friday	Any Other Time
(a)	ships under 100 GRT .....	\$15
(b)	100 GRT–500 GRT.....	\$20
(c)	501 GRT–5,000 GRT.....	\$40
(d)	over 5,000 GRT .....	\$80
		\$160

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**7. PRATIQUE**

The charge for pratique shall be as follows—

- (i) for ships, excluding yachts, under 100 GRT not engaged in commercial trading \$10 at any time.
- (ii) for ships, excluding yachts, under 100 GRT engaged in trading
  - (a) Mondays to Fridays 0800–1600 hours \$10
  - (b) any other time 1600–0800 hours \$20
- (iii) for ships, excluding yachts, over 100 GRT
  - 0800–1600 hours \$20
  - 1600–0800 hours \$40

*(Amended by S.I.97/2002)*

**8. CLEARANCE CHARGE**

The charge for clearance for ships, excluding yachts, is \$20.00.

*(Amended by S.I.97/2002)*

**9. NAVIGATIONAL AIDS**

The charge per call for navigational aids is as follows—

Two cents per GRT of any ship, excluding yachts, subject to a minimum charge of \$15 and a maximum charge of \$100 subject to a ceiling limit of 6 charges in respect of any ship excluding yachts, in any one calendar year. *(Amended by S.I. 97/2002)*

**10. TOWAGE**

Charges for the services of a tug shall be determined by the General Manager.

## SCHEDULE 3

### PORT CARGO AND PASSENGER DUES

#### 1. PORT DUES

Ships using a port shall pay port dues as follows—

- (a) Ships not registered in Saint Lucia

	First 48 hours	Each 24hrs. or part thereof thereafter
(i) under 100 GRT .....	\$15	\$10
(ii) 100–500 GRT .....	\$42	\$28
(iii) 501–1,000 GRT .....	\$90	\$60
(iv) 1,001–2,000 GRT .....	\$120	\$80
(v) 2,001–5,000 GRT .....	\$150	\$100
(vi) 5,001–10,000 GRT .....	\$210	\$140
(vii) 10,001–15,000 GRT .....	\$240	\$160
(viii) over 15,000 GRT .....	\$300	\$200

- (b) Ships registered in Saint Lucia shall be charged 75% of the rates shown in (a) above.

#### 2. EXEMPTION FROM PORT DUES

The following ships shall be exempted from paying Port dues—

- (a) Saint Lucian fishing ships
- (b) Royal Naval Ships
- (c) Foreign Naval Ships not engaged in trade
- (d) Ships owned by the Government of Saint Lucia
- (e) Ships employed exclusively coast wise in Saint Lucia waters.

#### 3. EXCESS PORT DUES FOR UNAUTHORISED BERTHING

Despite the provisions in paragraph 21 of Schedule 1 herein any ship berthed in an unauthorised manner or shifted without the approval of

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the General Manager shall be subject to the dues shown in paragraph 1 above plus 100% subject to a minimum charge of \$100.

**4. CARGO DUES**

Ships using a port shall pay cargo dues as follows—

- (a) cargo carried in ships over 100 GRT – \$6 per ton or part thereof landed or loaded;
- (b) cargo N.O.S. carried in ships under 100 GRT – \$1 per ton or part thereof landed or loaded;
- (c) cargo consisting of agricultural products of Saint Lucia carried in ships under 100 GRT \$0.50 per ton or part thereof landed or loaded.

**5. CONDITIONS APPLYING TO CARGO DUES**

The following conditions shall apply to cargo dues—

- (a) cargo dues shall not be charged on ships' stores.
- (b) cargo dues shall be charged on transshipment cargo on both movements.

**6. PASSENGER DUES**

Ships using a Port shall pay passenger dues as follows—

Passenger embarking or disembarking—EC15.00 per passenger.

This charge shall not be levied on passengers in transit and children under 12 years.

*(Amended by S.I. 32/1999, 23/2001 and 45/2003)*

**7. IN TRANSIT PASSENGER FEE**

A fee of EC\$17.66 or US\$6.50 per passenger on board shall be imposed on every tourist vessel which comes alongside the dock or anchors off shore. *(Inserted by S.I. 30/1998)*

## SCHEDULE 4

### CARGO HANDLING CHARGES — BREAK BULK CARGO

#### 1. CARGO HANDLING CHARGES

The cargo handling charge covers the service of receiving from ship's hook sorting and checking to bill of lading, transfer to a place of rest and delivery and *vice versa*.

#### 2. IMPORT CARGO HANDLING

Cargo handling shall be charged, on import cargo as follows—

- |  |                                 |
|--|---------------------------------|
| (a) general cargo N.O.S.   | \$20 per ton or<br>part of ton  |
| (b) cargo handled direct into vehicles in complete bills of lading of over 25 tons | \$10 per ton or<br>part of ton. |

#### 3. EXPORT CARGO HANDLING

Cargo handling shall be charged on export cargo as follows—

- |   |                                 |
|---|---------------------------------|
| (a) General Cargo N.O.S.                                |                                 |
| (i) at Vieux-Fort                                       | \$10 per ton or<br>part of ton. |
| (ii) at Castries  | \$15 per ton or<br>part of ton. |
| (iii) cargo handled direct from vehicles at Casteries   | \$10 per ton or<br>part of ton  |
| (b) Agricultural products of Saint Lucia                |                                 |
| (i) not handled by the Authority per ton or part of ton | \$2                             |
| (ii) handled by the Authority per ton or part of ton    | \$6.50                          |

#### 4. OVERLANDED OR OVERCARRIED CARGO

Overlanded and over carried cargo shall be charged as follows—

- |   |      |
|---|------|
| (a) cargo handling per ton or part of ton | \$20 |
|---|------|

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- (b) Transferring per ton or part of ton \$10.

**5. TRANSHIPMENT**

The cargo handling charge for transshipment cargo shall be \$16 per ton or part of a ton.

Transferring when on carrying ship is not alongside the shed which contains the cargo shall be charged in addition at \$10 per ton or part of ton.

**6. SORTING**

A charge shall be made for sorting cargo within a bill of lading. The charge for sorting shall be as follows—

- (a) sorting to any one mark or size – \$10 per ton on bill of lading quantity;
- (b) sorting to any additional mark concurrently with (i) above – \$15 per ton on bill of lading quantity.

**7. DAMAGED CARGO**

Cargo arriving in the port in an apparently damaged condition shall be sorted in a damaged cargo locker.

**8. COOPERING**

A charge shall be levied to handle damaged cargo or to repair packaging. The charge shall be \$5 per package handled in the damaged cargo locker.

**9. DOCUMENTS**

To expedite prompt handling of cargo in terminal facilities port users shall submit to the General Manager such documents as are requested by the General Manager.

The documents required shall include—

- (a) Import Cargo
  - (i) four legible copies of the ships manifest showing details of each bill of lading including weights and

measurements; these copies shall be lodged at least 3 clear days prior to the arrival of the ship – the only exception being ships trading inter-Caribbean which may lodge manifests on arrival of the ship,

- (ii) one copy of the ships' release (delivery order).
- (b) Export Cargo—
- (i) one copy of the loading list to be submitted at least 24 hours prior to the loading of the ship,
  - (ii) one copy of the customs report outwards (Form A7),
  - (iii) three legible copies of the outward manifest showing details of each bill of lading including weights and measurements to be submitted within 3 days of the ship's departure.

## 10. CORRECTION TO MANIFESTS

A charge of \$1 per item shall be made for correcting a manifest after it has been lodged with the Authority in accordance with paragraph 9 above subject to a minimum charge of \$10.

## **SCHEDULE 5**

### **DUES AND CHARGES FOR CONTAINERS**

#### **1. DUES**

Ships carrying containers shall be charged marine dues and port dues as stated in Schedule 2 and 3.

#### **2. OTHER DUES AND CHARGES**

Other dues and charges for containers shall be as follows—

- (a) for landing or shipping a container loaded with cargo \$400 per T.E.U.
- (b) for landing or shipping an empty container; \$100 per T.E.U.

The charges in (i) and (ii) above shall include cargo dues and cargo handling but shall not include stevedoring storage charges or any stuffing or unstuffing.

- (c) storage charges on containers loaded with cargo shall be as stated in paragraphs 2 and 4 of Schedule 7 based on the weight of cubic measurement of the contents of the container.
- (d) storage charges on empty containers shall be – \$5 per day per T.E.U.

#### **3. STUFFING AND UNSTUFFING**

A charge shall be made when containers are stuffed or unstuffed by the Authority.

The charge for stuffing or unstuffing containers shall be \$15 per ton or part thereof subject to a minimum charge of \$150 per work day.

#### **4. SHIFTING CONTAINERS**

A charge shall be made for landing containers during stevedore operations.

The terminal charge for landing containers shall be as follows:—

full containers per move \$70 per T.E.U.

empty containers per move                      \$20 per T.E.U.

#### **5. STEVEDORING CHARGES**

The charge for stevedoring containers shall be as stated in Schedule 6 paragraphs 2 and 3.

The additional charge for restowing or landing containers during operations shall be as follows—

full containers per move	\$70 per T.E.U.
empty containers per move	\$20 per T.E.U.

#### **6. TRANSHIPMENT CONTAINERS**

The charges for handling transshipment containers at a port may be obtained on application to the General Manager.

## **SCHEDULE 6**

### **STEVEDORING CHARGES**

#### **1. GENERAL**

The Authority shall undertake all stevedoring for ships in a port but in special circumstances the General Manager may allow ships to carry out their own stevedoring subject to such conditions as the General Manager may apply.

#### **2. STEVEDORING CHARGES**

The charge for stevedoring on board a ship shall be as follows—

- (a) the total cost of labour and supervision employed;
- (b) 10% of (i) above for insurance cover;
- (c) employers contribution on (a) above for National Insurance;
- (d) the cost at current rates for any equipment used either on board or ashore to load and discharge the ship;
- (e) a charge of \$4 per ton or part of a ton handled.

#### **3. STANDBY AND STOPPAGE TIME**

A charge shall be made to the ship for any standby and stoppage time incurred on a ship to cover terminal staff labour and supervision.

The charge for standby or stoppage time shall be as follows—  
\$120 per gang hour or part of hour.

## **SCHEDULE 7**

### **STORAGE CHARGES**

#### **1. GENERAL**

The attention of port users is drawn to sections 51 and 52 of the Act.

Port users are advised that terminal facilities are meant for the rapid handling of transit cargo and not for warehousing. The storage charges are penal. Port users are reminded that in accordance with section 36 of the Act the Authority is not liable for loss or damage for cargo remaining in a terminal facility after the expiry date of the rent free period.

#### **2. FREE PERIOD**

The free period shall be as follows—

- (a) import and export cargo 5 days excluding Saturdays, Sundays and public holidays;
- (b) transshipment cargo including containers transhipped 21 days excluding Saturdays, Sundays and public holidays;
- (c) empty containers 30 days excluding Saturdays, Sundays and public holidays.

The General Manager may for due cause extend any free period.

#### **3. COMPUTATION OF FREE PERIOD**

The free periods shall be calculated as follows—

- (a) import and transshipment cargo: the free period shall commence at noon of the day following the day the ship is considered by the General Manager to have completed discharge;
- (b) export cargo: the free period shall commence at noon of the day following receipt of the cargo into the port;
- (c) empty containers: the free period shall commence at noon at the day following the day when it is discharged or received into the port or unstuffed in a port.

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**4. STORAGE CHARGES**

The charges for all cargo remaining in a port after the free storage period has elapsed shall be assessed as follows—

	<b>Castries</b>	<b>Vieux-Fort</b>
(a) for the first 2 calendar days of fraction thereof, per ton or part thereof.	\$3.50	\$2
(b) for the next 2 calendar days or fraction thereof per ton or part thereof.	\$4.50	\$3
(c) for succeeding 3 calendar days or fraction thereof per ton or part thereof up to 21 days	\$6.50	\$5
(4) thereafter for each succeeding 3 calendar days or part thereof per ton or part thereof	\$8	\$6

Subject to a minimum charge of \$3.50

**5. REMOVAL OF CARGO FROM A PORT**

Despite anything in paragraphs 1–4 above, the General Manager may instruct the owner of any cargo to remove it from a port within 48 hours of such instruction. If this instruction is not complied with the General Manager may dispose of such cargo at the owner’s risk and expense.

**6. TRANSFER OF CARGO**

Cargo remaining on hand after the free storage period may be transferred to another place of rest and a charge shall be made for such a transfer.

The charge for transferring cargo within a port shall be \$10 per ton or part of a ton.

## SCHEDULE 8

### MISCELLANEOUS CHARGES

#### 1. YACHTS LICENCES

All yachts shall pay licensing fees as per Yachts Licensing Act—

Licensing Type	Up to 40ft.	40 ft. To 70ft.	Over 71ft
Occasional	\$ 50.00	\$ 80.00	\$ 150.00
Semi-Annual	\$300.00	\$400.00	\$ 550.00
Annual	\$450.00	\$750.00	\$ 1000.00

*(Amended by S.I. 97/2002 and 38/2003)*

#### 2. ANNUAL PERMIT FEES (LICENSING)

The following annual permit fees are applicable to the following business categories for the privilege of conducting their operations at the sea port of Castries or Vieux-Fort—

- (a) ships agent..... \$500
- (b) stevedoring..... \$1,000 + \$1 per ton  
handled
- (c) laundry and/or dry cleaning, per  
firm..... \$80
- (d) ship chandlers..... \$150
- (e) fueling of vessels by truck, per  
firm..... \$80 + \$5 per ton  
supplied
- (f) freight forwarders and customs  
brokers..... \$250
- (g) distribution of merchandise for  
sale not otherwise listed ..... \$100

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(h) authority established by section 4 of the Water and Sewerage Authority Act .....	\$120 + 50c. per ton of water supplied
(i) electricity.....	\$240
(j) telephones.....	\$60

The General Manager may licence other businesses by special arrangement.

The above permit fees shall be applied on a calendar year basis. Firms commencing business after 30 June or any calendar year shall pay  $\frac{1}{2}$  of the scheduled yearly fees.

## **SCHEDULE 9**

### **GENERAL PROVISIONS**

#### **1. NORMAL WORKING**

The dues and charges quoted in the Tariff shall apply to operations carried out during normal working hours. Normal working hours shall be as defined by the General Manager.

At the time this Tariff was published normal working hours were as follows—

- (a) for marine dues contained in Schedule 2 herein — 0800 hours — 1600 hours Mondays — Fridays only.
- (b) for stevedoring charges contained in Schedule 7 — 0700 hours — 1600 hours Mondays — Fridays only.
- (c) for all other dues and charges 0800 hours — 1600 hours Mondays — Fridays only.

#### **2. OVERTIME**

In addition to the normal working hours specified in paragraph 1 above overtime may be allowed at the discretion of the General Manager. Special arrangements shall be made to work outside normal working hours and the cost of overtime including meal hours shall be borne by the port user requesting such overtime.

#### **3. PLANT HIRE**

Mechanical and other equipment if available may be hired to port users. A charge of an hourly basis shall be charged for any mechanical or other equipment. The charges and conditions for hiring such equipment may be obtained from the General Manager.

#### **4. CONDITIONS FOR HIRING EQUIPMENT**

The Authority shall not be responsible for any injury, loss or damage sustained as a result of using such equipment howsoever caused.

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**5. UNITISED CARGO**

Wherever possible general cargo shall be handled by the Authority on pallets.

APPENDIX 1

SAINT LUCIA AIR AND SEA PORTS AUTHORITY

(Schedule 1 paragraph 16)

The Port Manager,  
Castries/Vieux-Fort

**APPLICATION FOR A BERTH**

We the undersigned ..... \*Owner/Master/  
Agents of the S/M/V Sch ..... GRT .....

LGTH ..... Draft Fwd ..... Aft .....

Registered No ..... request that a berth at .....  
be allowed to this vessel on the ..... 20 .....  
for the purpose of discharging/loading \*and/or disembarking passengers.

I hereby declare and certify as follows—

- \*(a) The vessel is not carrying any dangerous goods described in the list of dangerous goods in the ..... schedule.
- (b) The vessel is not carrying explosives or goods possessing dangerous properties other than those described in the list of dangerous goods.
- (c) The vessel is carrying dangerous goods as shown on the back thereof.
- (d) The vessel is carrying explosives or goods possessing dangerous properties other than those described in the list of dangerous goods as shown on the back thereof.
- (e) The packing and storage of all goods listed under (c) and (d)

above are in accordance with the usual shipping practice except as shown on back thereof.

- (f) The amount of cargo to be discharged is ..... tons.
- (g) The amount to be loaded is ..... tons.
- (h) The amount of deck cargo is ..... tons.
- (i) The number of passengers disembarking is ..... Embarking  
.....
- (j) The vessel is expected to arrive in the harbour at ..... hours.

Signed .....

Master/Agent.

\* Cross out whichever is not applicable. State number of tons of each type of cargo. (To be submitted in quadruplicate).

APPENDIX 2

SAINT LUCIA AIR AND SEA PORTS AUTHORITY

(Schedule 1 paragraph 17)

**REQUISITION FOR PORT SERVICES**

Date .....

To: The Port Manager

Please provide the following for the S/S/Sch. M/V .....  
due to arrive on .....

- (i) berth or anchorage
- (ii) in and out pilot
- (iii) mooring gangs
- (iv) mooring launch
- (v) port labour (overtime)
- (vi) crane to lift ..... tons
- (vii) forklifts on board
- (viii) other port equipment as follows—

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.....  
.....  
.....

*Delete these services not required*

I/We undertake to meet promptly the charges raised for these services together with any overtime incurred to pay for any/all damage(s) caused to or by any equipment on hire from the Authority.

The cash deposit in the sum of \$..... and  
..... cents is herein forwarded as deposit.

.....  
*Master/Agent.*

To be completed by the Authority—

The following arrangements have been made for the supply of services required:

CASH DEPOSIT	(a) per ton unloaded	\$35
	(b) per ton loaded	\$20
	(c) containers \$800 per T.E.U.	
	(d) tankers and bulk carriers \$10 per ton.	
	(e) passenger ships	
	(i) under 8,000 GRT per ship	\$750
	(ii) over 8,000 GRT per ship	\$1,500
	(f) ship in Ballast	\$500

Subject to a minimum deposit of \$500

In the case of small vessels not paying a deposit clearance may be held up until all accounts are paid.

