



# Prices and conditions 2019

PORT OF **ESBJERG**



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## 1. PARTICULARS AND DOCUMENTATION

Immediately upon departure, the master or the agent of the ship must submit the ship's manifest to the Port of Esbjerg for calculation and collection of dues.

The master or the agent of the ship must also submit particulars regarding the ship, its passengers and cargo, including trailers, containers, etc.

The information must be submitted to the Port of Esbjerg using the forms available on [www.portesbjerg.dk](http://www.portesbjerg.dk)

## 2. SHIP DUES

All ships, vessels and other floating constructions are obliged to pay ship dues for the use of the Port of Esbjerg and the fairways leading to the Port. The obligation to pay ship dues lies with the ship. Ship dues are calculated on the basis of the ship's GT as stated in the ship's tonnage certificate. If the ship does not have a tonnage certificate, the Port of Esbjerg will estimate the ship's GT.

### 2.1 Ship Dues

The shipowner can choose between paying ship dues per single call or as fixed monthly dues.

a. Single call, for each period of 7 calendar days. The Port will issue an invoice for a minimum of 500 GT per call	EUR 0.44/GT per call
b. Unlimited number of calls, monthly dues subject to prior written agreement. Payable in advance and for a minimum of 500 GT per call	EUR 1.10/GT per month

### 2.2 Approved Lines

Subject to prior approval by the Port of Esbjerg, lines in service with a minimum of 24 annual calls, public timetables and access for third party goods will receive a refund corresponding to 50 per cent of the ship dues paid (single call).

Subject to prior approval by the Port of Esbjerg, lines in service with a minimum of 48 annual calls, public timetables and access for third party goods will receive a refund corresponding to 75 per cent of the ship dues paid (single call).

Subject to prior approval by the Port of Esbjerg, Ro/Ro lines in service with a minimum of 24 annual calls, public timetables and access for third party goods will receive a refund corresponding to 90 per cent of the ship dues paid (single call).

Application for refund must be submitted to the Port of Esbjerg for one calendar year at a time and no later than on February 1st of the following year.

### 2.3 Rigs

Drilling rigs are subject to the following dues:

Rig call, per day or part of a day	EUR 0.25/ GT per day
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Special conditions apply for rig calls, and they require prior written approval by the Port of Esbjerg. Please contact the Port Control of the Port of Esbjerg for further information.

## 2.4 Passenger Dues

All passengers embarking or disembarking within the port area are subject to passenger dues.

Passenger dues	EUR 0.19 per person
Passenger dues for ferries in service	EUR 0.19 per person
Passenger dues for other ferries, cruise ships	EUR 1.01 per person

## 2.5 Exemption from Ship Dues

Certain vessels are exempt from ship dues. The following exemptions apply:

- a. Vessels registered for fishery calling into the Port of Esbjerg to unload fresh fish. The exemption applies over a period of 7 consecutive calendar days. After this period of time, the vessel is subject to the ship dues specified in 2.1 above.
- b. Warships and training ships not carrying goods or passengers.
- c. Vessels calling at the Port solely to seek medical assistance or land patients, shipwrecked persons or deceased persons. The exemption applies for a period of 2 consecutive calendar days. After said period of time, the vessel is subject to ship dues specified in 2.1 above.
- d. Vessels carrying goods and materials for the exclusive use of the Port, and vessels used solely for construction and maintenance work carried out at the expense of the Port of Esbjerg.
- e. Pleasure crafts when used for yachting.

## 3. COMMODITY DUES

Commodity dues apply to all commodities loaded, unloaded or in other way transferred at the Port of Esbjerg or the fairways leading to the Port.

The obligation to pay commodity dues is incumbent on the consignee, the consigner or the conveyor.

### 3.1 Commodity Dues

Other commodities than those listed below	EUR 1.96 per ton
Sand/stone/gravel and chippings	EUR 0.61 per ton
Barytes, drilling pipes, coated pipes	EUR 0.84 per ton
Grain, potatoes, fishmeal	EUR 1.18 per ton
Scrap metal, iron/metal, cement	EUR 1.18 per ton
Wood chips, biomass, waste and the like	EUR 1.18 per ton
Coal	EUR 1.68 per ton
Oil, gas and oil products (mineral)	EUR 2.11 per ton

### 3.2 Fish and Shellfish

Fish and shellfish – manufactured or unmanufactured – unloaded from fishing vessels	1.92 % of the value when sold at first hand
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The above commodity dues must be paid by the buyer (the auctioneer, the fish dealer, fish buyer), who must submit the basis of their calculation in writing to the Port of Esbjerg.

Upon request, the buyer is obliged to present a list specifying the purchases and the master of the fishing vessel is obliged to issue a written statement specifying the value and the weight of the cargo as well as information on the buyer.

### 3.3 Containers, Trailers and Other Vessels

a1. Containers - length ≤ 45'	EUR 22.08 per unit
a2. Containers - length > 45'	EUR 44.13 per unit
b1. Trailers, shiptrailers, trucks with trailers, lorries with trailers, vans, lorries, construction and agricultural machinery - length ≤ 18.75 m	EUR 22.08 per unit
b2. Trailers, shiptrailers, trucks with trailers, lorries with trailers, vans, lorries, construction and agricultural machinery - length > 18.75 m	EUR 44.13 per unit
c. Non-registered vehicles, including cars, caravans and auto trailers	EUR 3.47 per unit
d. Empty containers and other empty transport units that are not shipped as commodities	EUR 1.47 per unit

### 3.4 Cars

Registered cars loaded or unloaded in the port area	EUR 0.95 per car
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### 3.5 Exemption from Commodity Dues

The following goods are exempt from commodity dues:

a. Goods for the exclusive use of the vessel
b. Goods and materials for the exclusive use of the Port

## 4. INFRASTRUCTURE DUES

### 4.1 Infrastructure Dues – Rail Wagons

Rail wagons carrying goods to or from the Port of Esbjerg are charged as follows:

Infrastructure dues – rail wagons	EUR 37.77 per wagon
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Rail wagons carrying units to or from the Port of Esbjerg are charged by the unit.

Unit dues (containers, trailers, swap bodies etc.)	EUR 22.08 per unit
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Unit dues will not be charged for containers, trailers, swap bodies, etc. for which commodity dues are charged in connection with the loading/unloading of a ship.

Each month and no later than on the 5th day of the following month companies that handle rail wagons and/or units must report to the Port on transports made during the period. Based on the reports, the Port of Esbjerg will charge infrastructure and unit dues.

#### 4.2 Infrastructure Dues – Mobile Cranes

Mobile cranes used for loading or unloading of ships at the Port of Esbjerg are subject to the following infrastructure dues:

Mobile cranes per day or part of a day	EUR 183.40 per crane
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No later than 5 days after completion of a crane operation the crane operator must submit a statement with the number of working days to the Port of Esbjerg.

## 5. LEASE OF PORT AREA

### 5.1 Lease Agreements - Land and water

Terms and conditions of lease are specified in an individual agreement between the Port of Esbjerg and the lessee.

### 5.2 Temporary Lease

Please contact the Port Control for information about temporary lease of port area.

#### 5.2.1 Lease Rates

The following leasing rates apply:

Storage of goods per week or part of a week	EUR 1.60 per m <sup>2</sup>
Short-term lease per month or part of a month	EUR 2.20 per m <sup>2</sup>

The person or the company to whom an area is assigned shall be liable for payment of the lease.

#### 5.2.2 General Terms and Conditions for Storage of Goods, Etc.

The terms and conditions for the storage and for the transshipment of goods are stipulated in Chapter IV of Executive Order no. 1146 of 25 November 2004 on Standard Regulations for the Maintenance of Order in Danish Ports.

#### 5.2.3 Liability for Goods (including Containers and Material)

The Port of Esbjerg assumes no liability for goods (including full or empty containers and material) stored or placed in the port area, nor does the Port of Esbjerg assume any liability for any damage that stored goods/containers/material may cause a third party.

## 6. CRANE RENTAL

The Port of Esbjerg has a number of cranes available for rent. Please visit [www.portesbjerg.dk](http://www.portesbjerg.dk) for more information on the cranes.

### 6.1 Crane Dues

The following dues apply for crane rental:

LHM 1081, 37 tonnes	▪ Max. lift ≤ 10 tonnes	EUR 205.40 per hour
LHM 180, 64 tonnes	▪ Max. lift >10 tonnes and ≤ 40 tonnes	EUR 340.10 per hour
LHM 280, 88 tonnes	▪ Max. lift >40 tonnes and ≤ 80 tonnes	EUR 630.50 per hour
LHM 400, 110 tonnes	▪ Max. lift >80 tonnes and ≤ 110 tonnes	EUR 865.00 per hour
LHM 500, 150 tonnes	▪ Max. lift >110 tonnes and ≤ 150 tonnes (only LHM 500)	EUR 1,466 per hour

Work during breaks in overtime is subject to a surcharge equal to one crane operator hour plus the current overtime hourly rate.

#### 6.1.1 Twin Lifts

Subject to prior agreement with the Port of Esbjerg, the Port's mobile cranes can be used for twin lifts within certain areas of the Port.

All twin lifts are regarded as project lifts and are subject to prior agreement with the Port. The capacities listed below serve as guidelines only.

The following dues apply for twin lifts:

Placement of two cranes and preparatory work		EUR 406.80 per time
Liebherr 88 tonnes and Liebherr 110 tonnes	Max. lift 160 tonnes	EUR 2,063 per hour
Liebherr 88 tonnes and Liebherr 150 tonnes	Max. lift 160 tonnes	EUR 2,063 per hour
Liebherr 110 tonnes and Liebherr 150 tonnes	Max. lift 217 tonnes	EUR 2,667 per hour

#### 6.1.2 Crane Operator Dues

The following dues apply for crane operators:

Normal working hours, work days 07:00 – 15:00	Included in crane dues
Overtime dues rate I	EUR 45.30 per hour
Overtime dues rate II	EUR 65.87 per hour
Additional crane operator, normal working hours	EUR 58.31 per hour
Planning	EUR 78.34 per hour



### Breaks:

Kl. 08:30 - 09:00

Kl. 12:00 - 12:30

Kl. 18:00 - 19:00

Kl. 00:00 - 01:00

### Overtime and Standby

Rate I applies from 15:00 till 18:00 on work days and for the first 3 hours of overtime between 07:00 and 12:00 on Saturdays.

Rate II applies from 18:00 till 07:00 on work days as well as on Saturdays, Sundays and public holidays.

For booking of work starting outside normal working hours (standby) a fee of EUR 141.50 per operator will be charged.

For booking of additional crane operator for operations during breaks outside normal working hours a standby fee plus minimum 4 hours at the relevant overtime dues rate will be charged.

### 6.2 Minimum Dues

The following minimum dues will be charged for each commenced hour:

Mobile port crane:	
LHM 1081, 37 tonnes	Minimum EUR 326.30
LHM 180, 64 tonnes	Minimum EUR 326.30
LHM 280, 88 tonnes	Minimum EUR 326.30
LHM 400, 110 tonnes	Minimum EUR 821.20
LHM 500, 150 tonnes	Minimum EUR 821.20

#### 6.2.1 Relocation of Cranes

If a mobile crane has to be relocated from one part of the Port to another, eg. from Sønderhavn to Trafikhavn or from Sønderhavn to Tauruskaj, the minimum dues are EUR 806.60 for the LHM 1081 crane, the LHM 180 crane and the LHM 280 crane and EUR 1,642 for the LHM 400 crane and the LHM 500 crane.

However, the LHM 500 crane cannot be moved between Trafikhavn and Sønderhavn.

When relocation of a crane has been announced, the Port of Esbjerg shall be entitled to claim compensation for any waiting time caused by goods, vehicles and the like blocking the crane's way from the person responsible for the delay. The compensation will correspond to the minimum crane dues.

If a late booking results in relocation of a crane outside normal working hours, the relocation shall be subject to the overtime dues stated in 6.1.2. above.

### 6.3 Booking

For booking or cancellation of cranes, please contact the Port's Crane Division, tel: +45 7612 4125 or email: kran@portesbjerg.dk.

Booking deadlines:

Booking of crane if the crane has to be moved from one port section to another	No later than 07:00 on the previous work day
Booking of crane within one port section	No later than 11:00 on the previous work day
Booking of overtime on the same day	No later than 11:00
Booking of overtime on Saturdays, Sundays and public holidays	No later than 11:00 on the previous work day

### 6.3.1 Fees

The following fees apply to the booking of cranes:

Booking of work commencing outside normal working hours	EUR 141.50 per operator
Start-up fee (does not apply to liners, offshore supply vessels or minor operations)	EUR 181.70 per operator
Late booking in cases where the crane has to be moved from one port section to another <ul style="list-style-type: none"> <li>Between 07:00 and 15:00 on the previous work day</li> <li>Booking made later than 15:00 on the previous work day</li> </ul>	EUR 79.14 EUR 157.70
In cases where the crane has to be moved within a port section <ul style="list-style-type: none"> <li>Between 12:00 and 15:00 on the previous work day</li> <li>Later than 15:00 on the previous work day</li> </ul>	
Change of start time <ul style="list-style-type: none"> <li>More than 24 hours prior to planned start</li> <li>Between 2 og 24 hours prior to planned start</li> <li>Less than 2 hours prior to planned start</li> </ul>	EUR 0 EUR 63.76 per hour per operator Lowest hourly rate for the crane
Cancellation <ul style="list-style-type: none"> <li>Later than 11:00 two days before</li> </ul>	EUR 825.50 per time

### 6.4 Liability

The Port of Esbjerg is responsible solely for providing the crane and the crane operator.

This means that the hiring party is liable for any damage caused during the rental period. This applies to damage to persons and material, including the crane. Please see 9. below concerning the Port of Esbjerg's limitation of liability.

The Port of Esbjerg does not assume any liability to indemnify operating loss, loss of profits, waiting time for trucks, dockworkers, etc., loss of market share or any other indirect losses.

## 7. OTHER SERVICES

### 7.1 Supply of Electricity

The Port of Esbjerg offers connection to the electricity grid on the quay. For more information on the supply of electricity, please contact the Port of Esbjerg's Port Control.

The general conditions concerning the ordering and the use of power points along the quays are stipulated in the "Regulations governing the supply of electricity from power points off the mains at the Port of Esbjerg", which can be obtained from the Port Control.

#### 7.1.1 Electricity Dues

The following dues apply to electricity supply:

Plug-in fee	EUR 25.03 per commenced week
Power consumption (excl. public service obligations fee and electricity taxes)	EUR 0.17 per kWh
Power supply for at least 3 consecutive months (only according to prior agreement with the Port of Esbjerg)	EUR 159.90 per quarter

#### 7.1.2 Liability Regarding Supply of Electricity

The Port of Esbjerg offers plug-in facilities at the quay only. The Port assumes no liability for any additional protection that may be required pursuant to the Danish Electricity Supply Regulations or in case of power failure.

In case of storm surge warnings, the power to the quayside power points will be switched off. The Port of Esbjerg does not supply power cables from the quayside power points to the user and assumes no liability for the user's material.

The user is liable to pay for repair work, material, fuses, etc., in the case of damages and defects in the Port's equipment caused by the user.

### 7.2 Ship Waste Reception System

The Port of Esbjerg has set up a scheme for the reception of ship waste. Please see [www.portesbjerg.dk](http://www.portesbjerg.dk) for more information on the scheme.

Delivery of waste is possible within the Service Department's normal working hours. Normal working hours are Monday to Friday from 07:00 to 14:30.

#### 7.2.1 Announcement of Waste

Vessels wishing to deliver waste at the Port of Esbjerg must announce this to the Port at least 24 hours prior to arrival. This is done by filling in a booking form and returning it by e-mail to [vagt@portesbjerg.dk](mailto:vagt@portesbjerg.dk)

The booking form is available at [www.portesbjerg.dk](http://www.portesbjerg.dk) and can also be obtained from the Port Control.

### 7.2.2 Waste Dues

The Port of Esbjerg does not charge any fee for the collection of normal ship waste. However, the Port will charge a special fee in the following cases:

- The quantity of waste exceeds the quantity of waste that the vessel would under normal circumstances have produced since the vessel last called a port calculated as maximum BHP in  $1,000 \times \text{sailing hours} \times 1/200 \text{ m}^3$ .
- The vessel wants to deliver waste outside normal working hours.
- The vessel does not pay normal ship and commodity dues.
- The vessel has not submitted a booking form stating the waste to be collected 24 hours prior to its call at the Port of Esbjerg.
- Waste is disposed in the wrong containers or placed on the quays without prior notice.
- Waste oils contain less than 65 per cent oil or contain substances other than oil and water.

Any unforeseen costs associated with waste disposal will be charged to the vessel. This applies for costs connected to delays (no matter the reason), no-shows or, for example, if the wastewater has a lower pump speed than anticipated. For more information, see 7.2.3. below.

### 7.2.3 Charges for Handling of Waste

In cases, where the reception of ship waste is not exempt from waste dues, the vessel/agent will be charged as follows:

Small platform truck, tractor with crane/platform truck, tanker, road sweeper, lorry for container lifting	EUR 111.90 per hour
Service worker	EUR 58.31 per hour
Slop oil	EUR 87.19 per ton
Scrubber waste, packed	EUR 428.30 per ton
Wastewater	EUR 1.90 per m <sup>3</sup>

Other material:

Closed container, 18 m <sup>3</sup>	EUR 1.90 per day
Setting up of closed container, 18 m <sup>3</sup>	Hourly rate for lorry
Emptying of closed container, 18 m <sup>3</sup>	EUR 87.89 per time
Container on wheels, 800 l	EUR 11.80 per month
Setting up of container on wheels	EUR 16.11 per time
Emptying of container on wheels, incl. dues	EUR 23.46 per time
Removal of unannounced waste minimum	EUR 351.90 per time

**Dues (Waste Disposal Site and Receiving Facility)**

The charges follow the current fees of the Municipality of Esbjerg for the type of waste in question.

**External Suppliers/Contractors/Waste Recipients**

If the vessel/agent does not settle accounts directly with the waste receiver, the Port of Esbjerg will charge an administration fee of 10% in addition to the costs.

**7.2.4 Liability Regarding Waste**

The ship and the shipowner are liable for the consequences of any incorrect, misleading or missing information on the type, composition and quantity of the waste as well as any leakage caused by defective material or incorrect use of own material at delivery.

For further information, please see the waste disposal scheme available at [www.portesbjerg.dk](http://www.portesbjerg.dk) or contact the Port Control.

**8. TERMS OF PAYMENT****8.1 General Conditions**

Before departure, all relevant dues must be paid to the Port of Esbjerg or in other ways secured.

If it can be substantiated that a ship has paid too much due to erroneous statements or incorrect declarations a refund can be arranged. In the case of erroneous statements, a handling fee of EUR 30.00 will be charged.

Application for refunds must be submitted to the Port of Esbjerg no later than 3 months from the invoice date.

**8.2 Due Dates for Payments****8.2.1 Lease Agreements - Land**

Payments for the lease of land must be made within the time limit set out in the agreement between the lessee and the Port of Esbjerg.

Overdue payments will be charged with an interest rate (1.5% per calendar month commenced) from the due date. An administrative fee of EUR 15.00 will be charged per reminder.

**8.2.2 Lease Agreements - Buildings**

Payment for the lease of buildings must be made within the time limit set out in the agreement between the lessee and the Port of Esbjerg.

Overdue payments will be charged with an interest rate (the Nationalbank's lending rate + 8% points) from the due date. An administrative fee of EUR 15.00 will be charged per reminder.

**8.2.3 All Other Dues and Fees**

All other dues and fees payable to the Port of Esbjerg must be paid within 20 days of the invoice date.

Overdue payment will be charged with an interest rate (the Nationalbank's lending rate + 8% points). An administrative fee of EUR 15.00 will be charged per reminder.

## 9. LIMITATION OF LIABILITY

If the Port of Esbjerg is held liable for any of the above conditions or otherwise deemed liable, the liability shall be limited as follows:

The indemnity shall be calculated according to the value of goods of the same kind at the time when the damage was established. The value of the goods shall be determined by their market price. If no market price is available, the value shall be determined by the usual value of goods of the same kind and quality.

However, the indemnity shall never exceed SDR 666.67 per package or other unit of goods, or SDR 2 per kg gross weight of the damaged goods, depending on which amount is higher.

For containers and other similar units of transport and their content indemnity shall never exceed SDR 10,000.

The Port of Esbjerg does not assume any liability whatsoever to indemnify operating loss, loss of profit, waiting time for trucks, dockworkers etc. at the Port, loss of market share or any other indirect losses.

SDR is the unit of calculation referred to Section 152 in the Danish Maritime Act. The SDR shall be converted into Danish kroner at the exchange rate applicable on the day that the damage was established.