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PORT OF LONDON AUTHORITY CHARGES – TERMS AND CONDITIONS

Introduction

These Regulations determine the basis upon which the Port of London Authority's (PLA) facilities and moorings may be used. This publication also sets out the circumstances under which payments are due to the PLA, and establishes liability for these payments. The applicable charges are published annually in a separate booklet.

Terms for Payments due to the PLA

The following terms for payment shall apply unless in individual cases the PLA agrees otherwise.

Annual Port Dues

Direct Debit Customers

Direct debit payments from customers will be due and collected quarterly in advance on the last working day of January, April, July and October.

Other Customers

Payment from other customers will be due annually in advance by the end of January each year or immediately if in any year an invoice is issued after 31 January.

River Works & Dredging Licences Application Fees

Payments (meaning cleared funds) for the processing of river works licence applications are to be received by the PLA no later than 2 working days in advance of the applications being processed

Sales of Goods

Payments (cleared funds) for the purchase of goods from the PLA are to be received by the PLA no later than 2 working days in advance of title to the goods passing.

All Other Charges

Credit Approved Customers

Payment of all other charges from Customers' whose credit rating has been approved by the PLA are due immediately an invoice is produced.

Other Customers

Payments (cleared funds) for all other charges are due 2 working days in advance of the services for which the charges are being made.

Interest

Interest will be charged in accordance with any applicable contracts. Where no contract exists or it is silent on the subject of interest, then the following shall apply:

Interest charged on debts incurred by commercial customers will be at the interest rate provided by the Late Payment of Commercial Debts (Interest) Act 1998 (8% above the Bank of England official dealing rate at the time of publication).

Or

Interest at the statutory rate (8% at the time of publication) will be applied to all commercial and non-commercial claims brought before the courts.

GENERAL TERMS AND CONDITIONS

DEFINITIONS

For the purposes of these Regulations:

'COMMERCIAL CRAFT' means a vessel which is used mainly for carrying cargo or passengers for remuneration and includes any other vessel which is being so used at the relevant time.

'CONSERVANCY CHARGES' means the charges payable on vessels and on cargo using the Port of London set out in these Regulations.

'CUSTOMS HEADING NUMBER' in relation to goods, means the first four digits of the Tariff/Trade Code Number for those goods in HM Customs and Excise Integrated Tariff of the UK.

'DAY' means any consecutive period of 24 hours or part thereof.

'GT' means the Gross Tonnage of a vessel as ascertained in accordance with the International Convention of Tonnage Measurement of Ships 1969.

'IN BALLAST' means carrying ballast for the purpose only of stabilising the vessel.

'MASTER' in relation to a vessel, means any person having or taking the command, charge or management of the vessel for the time being.

'MOORING' or 'MOORINGS' means any permanent moorings within the PLA limits owned by the PLA.

'NON-COMMERCIAL CRAFT' means any vessel which is not a Commercial Craft.

'NORMAL WORKING DAY' means Mondays to Fridays inclusive, but excluding Christmas Day, Good Friday and English Bank holidays.

'PLA' means the Port of London Authority.

'PLACE' includes a spoil ground or dumping area at sea.

'PLA LIMITS' means the statutory limits of the PLA's jurisdiction as defined in the Port of London Act 1968 Schedule 1 paragraph 2 (as amended).

'PLA WATERS' means waters within PLA limits.

'RIVER BYELAWS' means Port of London River Byelaws 1978 (as amended).

'SEGREGATED BALLAST OIL TANKER' means an oil tanker provided with segregated ballast tanks and certified by the government of the flag state or by other bodies entitled to do so on its behalf as an oil tanker provided with segregated ballast tanks. This compliance must be clearly stated by such authority in the relevant paragraph of the supplement to the International Oil Pollution Prevention Certificate.

'SHIP MOORINGS' means those Moorings within the PLA Limits which are owned and regulated by the PLA and are used by ships for discharging and/or loading cargo, embarking or disembarking passengers, lying-up for repairs, bunkering or sale, or for holding exhibitions.

'SHIPOWNER' means the owner, charterer or other person operating or managing a ship and includes the ship's agents, and 'owner of a ship' is to be construed accordingly.

'TONNE' means 1,000 kilograms.

'T.O.S.C.A.' means Thames Oil Spill Clearance Association.

'TRADER' means any of the persons being liable for conservancy charges on cargo as specified in sub-paragraphs a-e under the heading 'Persons Liable for Conservancy Charges on Cargo'.

'USER' means every user of a Mooring or other facility or service referred to in these Regulations and includes without limitation the owner, operator, charterer, agent, manager, master or crew of any vessel using a Mooring or other facility or service referred to in these Regulations.

'VESSEL' means every description of vessel however propelled or moved and includes anything constructed or used to carry persons or goods by water, a hovercraft as defined by Section 4 of the Hovercraft Act 1968, a hydrofoil or similar vessel and a seaplane on or in the water.

Particular terms and conditions for the facilities and services referred to in these Regulations may be set out in documents relating specifically to those facilities and services. Where there is a conflict between the particular conditions and these conditions, these conditions will prevail unless the document concerned specifically provides otherwise.

These Regulations are to be construed in conjunction with the Port of London Act 1968, as amended, and all byelaws and directions issued thereunder. Reference in these Regulations to any statute is to include any statute consolidating, amending or replacing it from time to time.

The headings do not affect the interpretation of these Regulations; the singular includes the plural and vice versa.

CONSERVANCY CHARGES

(Under Section 26 of the Harbours Act 1964 as expanded by Section 21(1) of The Port of London Act 1968)

CONSERVANCY CHARGES ON VESSELS

EXEMPTION FROM CONSERVANCY CHARGES ON VESSELS

The following vessels/voyages are exempt from a conservancy charge:

1. a vessel of not more than 45 GT on a voyage within PLA limits or between PLA limits and a place in Great Britain;
2. the inward voyage of a vessel having as the principal part of its cargo corn imported coastwise;
3. a fishing boat not more than 18 metres in length which is a "British fishing boat" or a "foreign fishing boat" as defined in S.19 sub-section 1 of the Sea Fisheries Act, 1968;
4. a vessel which on entering PLA limits declares that the whole of her cargo is to be exported from PLA limits and which ultimately leaves PLA limits without breaking bulk or taking in anything to be exported;
5. the inward or outward voyage of a vessel which is empty or in ballast and is not carrying passengers;
6. a vessel passing through PLA limits on a voyage between a place on:
 - a) the Swale;
 - b) the Kent coast between Warden Point and the North Foreland;
 - c) the Essex coast between Foulness Point and The Naze;and any other place outside PLA limits.
7. a vessel for passengers only on a voyage made while plying between a place on The Swale and a place east of a straight line from the London Stone, Yantlet Creek to the City or Crow Stone.

TONNAGE FOR CHARGES PURPOSES

For the purpose of levying a charge:

1. The Gross Tonnage (GT) of a vessel is the gross tonnage as ascertained in accordance with the International Convention of Tonnage Measurement of Ships 1969. In the case of segregated ballast oil tankers the GT will be reduced by the tonnage of the segregated ballast tanks of the oil tanker as indicated under the heading 'Remarks' shown on the supplement of the International Tonnage Certificate (1969) of the vessel.

2. If the GT of a vessel is not known, PLA will base its charges on either the GT of a comparable vessel, rounded up to the nearest 100 tons, or the application of the formula, issued by the Department of Transport, which was devised by the Sub-Committee of IMO's Maritime Safety committee on Stability and on Load Lines and on Fishing Vessels Safety (SLF).
3. In the case of a 'vessel' under tow, charges will be calculated on the combined GT of the tug and vessel.
4. In the case of a lighter not registered under the Merchant Shipping Acts the tonnage is the tonnage by measurement of the lighter ascertained in accordance with Byelaw 2(u) of the Port of London Craft and Boat Registration and Regulation Byelaws 2000 (as amended).
5. In the case of segregated ballast oil tankers the owner/agent of the tanker shall within 24 hours of its arrival in the Port produce to the PLA Charges Office a copy of the current I.T.C. (1969) supplement. Any default will result in the charge being calculated on the higher GT.
6. If a vessel is re-measured, conservancy charges will be levied on the revised tonnage from the date the revised certificate of measurement is produced to the PLA Charges Office.
7. The owner of a vessel entering PLA waters shall on demand produce to the PLA Charges Office the vessel's certificate of registry.

CONSERVANCY CHARGES ON CARGO

DEFINITION OF CONSERVANCY CHARGES ON CARGO

Subject to statutory and other specified exemptions, the PLA require the payment of Conservancy Charges on Cargo on all goods (including livestock) which are imported into or exported from the limits by sea no matter where within the port they are unloaded from an importing vessel or loaded on to an exporting one. Conservancy Charges on Cargo are charged in addition to all other port charges affecting goods.

Certain exemptions are detailed below, together with information on how to claim exemptions.

PERSONS LIABLE FOR CONSERVANCY CHARGES ON CARGO

The following persons are liable for the payment of Conservancy Charges on Cargo:

- a) the owner of the goods;
- b) the shipper of exports;
- c) the consignee of imports;
- d) anyone shipping or taking delivery of goods on behalf of the owner, shipper or consignee (see Note below), and
- e) anyone who enters imports at the Customs House of the Port of London.

To avoid any dispute as to the obligation to pay Conservancy Charges on Cargo sold FOB, the PLA will look primarily to the shipper for payment (except that, if the shipper is situated outside the United Kingdom, the PLA will look primarily to one of the persons situated in the UK liable for payment).

Note:

The PLA from time to time make arrangements with shipping companies or cargo handling facilities under which the shipping company or cargo handling facility agrees to pay Conservancy Charges on Cargo. In such cases, traders will be informed by the shipping company or cargo handling facility concerned that such arrangements have been made. When the shipping company or cargo handling facility agrees to pay the Conservancy Charges on Cargo then they will be liable for payment of all such charges in full.

ASSESSMENT OF CONSERVANCY CHARGES ON CARGO

Conservancy Charges on Cargo are charged on:

- a) the gross weight of goods (including any packing) and are calculated per tonne, and parts of a tonne are charged proportionately.
or
- b) the size of container,
or
- c) per trailer.

The classification of goods in the list of Conservancy Charges on Cargo corresponds with HM Customs and Excise Integrated Tariff of the United Kingdom.

GOODS EXEMPT FROM CONSERVANCY CHARGES ON CARGO

- a) Fish caught in the open sea and imported in a fresh condition direct from the fishing grounds or direct from any port in the UK where the fish have been landed for the sole purpose of sale, packing and transhipment direct to London.
- b) Returned empties.
- c) Goods remaining on board the importing vessel for conveyance to another port.
- d) Bunker fuel on board a vessel for that vessel's own use.
- e) Goods on a vessel passing through part of the area within the limits on a voyage between a place on:
 - i) the River Medway or on The Swale;
 - ii) the Kent coast between Warden Point and the North Foreland; or
 - iii) the Essex coast between Foulness Point and The Naze;
and any other place outside the limits.
- f) Goods imported from, or exported to, a place landward of a line between Reculver Towers and Colne Point; goods transhipped at such a place are not exempt unless they are landed.
- g) Goods transhipped for conveyance to another port.

CLAIMS FOR EXEMPTION

No special formality is attached to claims for exemption for cargo in classes a-g in the preceding paragraph.

SHIPOWNER'S PROCEDURE – IMPORTS

- a) Except where the following sub-paragraph (b) applies, the owner, master or charterer of the importing vessel or the ship's agent for that vessel must submit to the PLA Charges Office a copy, signed by him or on his behalf, of

the manifest or other similar document specifying the imported goods and giving the marks, numbers, descriptions and gross weights and the names of the consignees of those goods within 72 hours of arrival of the vessel within the limits. The details given should agree with those on any bill of lading relating to the goods.

- b) When a lighter loading with imported goods is discharged from a parent ship outside the limits and the lighter subsequently enters the limits and unloads the goods, the owner, master, charterer or ship's agent of the parent ship must submit the following to the PLA within 72 hours of the discharge of the lighter from the parent ship:
 - i) A copy, signed by him or on his behalf, of the manifest or other similar document specifying the imported goods and giving the marks, numbers, descriptions and gross weights and the names of the consignees of those goods. The details should agree with those on any bills of lading relating to the goods.
 - ii) A list specifying every lighter discharged from the parent ship with imported goods for unloading within the limits and, in relation to each such lighter, the goods in that lighter.

SHIPOWNER'S PROCEDURE – EXPORTS

- a) Except where the following sub-paragraph (b) applies, the owner, master or charterer of the exporting vessel or the ship's agent for that vessel must submit to the PLA Charges Office a copy, signed by him or on his behalf, of the manifest or other similar document specifying the exported goods and giving the marks, numbers, descriptions and gross weights and the names of the shippers of those goods within 72 hours of the vessel leaving the limits. The details should agree with those on any bills of lading relating to the goods.
- b) When goods for export are loaded into a lighter within the limits and the lighter together with the goods subsequently leaves the limits to be loaded on board a parent ship, the owner, master, charterer or ship's agent of the parent ship must submit the following to the PLA Charges Office within 72 hours of the parent ship's receiving outward clearance from HM Customs or from the loading on board of the last such lighter if customs clearance is not required.
 - i) A copy, signed by him or on his behalf, of the manifest or other similar document specifying the exported goods and giving the marks, numbers, descriptions and gross weights and the names of the shippers of those goods. The details given should agree with those on any bills of lading relating to the goods.
 - ii) A list specifying every lighter loaded on the parent ship and having previously loaded export goods within the limits and, in relation to each such lighter, the goods in that lighter.

ENFORCEMENT OF CONSERVANCY CHARGES ON CARGO

In order to safeguard its revenue, the PLA is obliged to remind Port users that the PLA has extensive powers for the recovery and enforcement of unpaid charges, including Conservancy Charges on Cargo. These include powers to seize, detain and sell goods in respect of which the charges are payable, and (if the goods liable have been removed) to seize, detain and sell other goods belonging to the owner of the removed goods. Any person eluding or evading or attempting to elude or evade payment of, or refusing to pay a charge due from him to the PLA, or being party to the evasion of any payment due, renders himself liable to penalties.

To enable the PLA to assess, collect and recover Conservancy Charges on Cargo, wharfingers and those operating cargo handling facilities within the Port of London are to provide the PLA with details of the cargo passing through their wharf or facility sufficient to enable the PLA to collect the charges due whenever such charges are not collected on behalf of the PLA by the wharfinger/terminal operator. Cargo is not to be released from the wharf or facility until the PLA has confirmed that it is satisfied that the charges have been/will be paid: this requirement may be waived where the wharfinger/facility operator has agreed to collect Conservancy Charges on behalf of the PLA.

If a wharfinger or carrier who is not himself liable for the payment of the Conservancy Charges on Cargo pays, or by agreement with the PLA gives security for, the Conservancy Charges on Cargo in his custody, he has a like lien on the goods for the amount of the Conservancy Charges on Cargo as he would have in respect of his charges for safe custody of the goods (as the case may be).

T.O.S.C.A. CHARGES ON CARGO

Description of Charge

Article 3 of the International Convention on Oil Spill Preparedness, Response and Co-operation 1990 requires the PLA and operators in charge of oil handling facilities under its jurisdiction to have appropriate oil pollution emergency plans or similar arrangements co-ordinated with the national system established in accordance with procedures by the competent authority. As a result of the above requirements the PLA charges an additional Conservancy Charge on specific oil cargoes in order to fund the cost of providing a service under the banner of the Thames Oil Spill Clearance Association (T.O.S.C.A.).

This additional conservancy based on tonnage charge may be charged on the following items at different rates:

- Mineral Oils (excluding petroleum coke and similar products)
- Animal Oils and
- Vegetable Oils

The charge on animal and vegetable oils may be less than that on other oils.

CHARGES FOR SERVICE OR PROVISION

(Under Section 21 of the Port of London Act 1968)

USE OF PLA PREMISES

The use of the PLA's premises is subject to the user complying with and observing the provisions of any statutes, Byelaws, regulations or conditions imposed by the PLA which affect the premises or the use which is being made of them.

USE OF PLA MOORINGS

Users shall at all times comply in all respects with the provisions of these Regulations and with all legislation, Byelaws, directions and regulations, whether concerning the use of Moorings, or the state or condition of any vessel or equipment carried thereon or in respect of the conduct of any vessel.

Vessels must not be moored at or to Moorings, without permission from an authorised PLA representative. In particular, but without limitation, residential mooring is prohibited at all Moorings unless specific permission is given by the PLA. For a temporary overnight stay on a Mooring a separate charge will be incurred.

Permission to use Cruise Ship Moorings must be obtained by application to PLA Harbour Master (Upper)'s Department. Permission to use all other Moorings must be obtained by application to the Marine Services Department.

No vessel shall interfere with the authorised access of another user to any Mooring.

When vessels are moored at any Mooring, they must:

- a) be securely made fast, in accordance with Notices to Mariners issued from time to time by the PLA Chief Harbour Master,
- b) have their moorings adjusted from time to time to allow for the rise and fall of the tide and to provide for the safety of persons lawfully embarking and disembarking,
- c) not have their engines worked so as to cause damage to the Moorings,
- d) be equipped with a suitable anchor available at all times for immediate use.

A vessel authorised to use a specific PLA Mooring may not use any other PLA Mooring without the written permission of the PLA.

The PLA reserves the right at the expense and risk of the user to:

- a) remove from any Mooring any vessel which in the reasonable opinion of the PLA will adversely affect the safety or use of that of any adjacent Mooring or facility,
- b) secure any vessel which is incorrectly moored.

Without limitation to the other provisions of these Regulations , users are required not to pollute the river by the spillage of waste, effluent, detergent, fuel or other substance, whether deliberate or otherwise, and the PLA shall be entitled to take such action as it thinks fit to prevent and remedy such pollution at the cost of the user, such cost to be made payable on demand.

Inspection

The PLA has the right at all times without notice to board and inspect any vessel using or intending to use a Mooring in order to check compliance with these Regulations, provided always that such inspection takes place without interruption to the vessel's programme or inconvenience to its passengers.

Charges

Subject to the terms of these Regulations, users of Moorings shall pay to the PLA the charges set out in the current charges booklet in addition to any fees or premium otherwise payable.

Insurance

All vessels using Moorings must be covered by a valid policy of insurance in respect of such risks and in such amount and otherwise upon such terms and conditions as the PLA may determine. The PLA shall have the right to inspect any document relating to such insurance, including without limitation, premium receipts at any time upon 24 hours notice.

Liability – Moorings

Save as provided below, users of Moorings are liable for and shall indemnify the PLA, its employees and agents against all losses, damages, costs, claims or proceedings for personal injury or death to any person or loss of or damage to any property suffered or incurred by or instituted against the PLA or its employees or agents and arising out of or in consequence of an act, default or omission whether negligent, wilful or otherwise of the relevant user, his master, his crew for the time being, his employees, agents, customers, visitors and guests.

Without limitation, and in particular:

- a) users of Moorings in making or casting off the moorings of a vessel do so entirely at their own risk.
- b) users of Moorings are liable for all acts and omissions whether negligent, wilful or otherwise of their master, crew, customers, visitors and guests and undertake to ensure that such persons comply with the River Byelaws and any other applicable terms and conditions and to indemnify the PLA for all losses, damages, costs or claims arising out of any failure by such persons so to comply.

N.B. The particular attention of users is drawn to River Byelaw number 56: "No person shall in or beside the Thames or while using the Thames or its banks or

towpaths or the Richmond works - (a) be intoxicated; (b) behave in a riotous or disorderly manner; (c) cause any unreasonable noise”.

Users shall on demand pay to the PLA all reasonable costs and expenses incurred by the PLA in preventing or making good any losses, or damages or injury to a Mooring or other property of the PLA arising out of or in consequence of the users' (including any person they are liable for) act, default or omission whether negligent, wilful or otherwise.

Time

Time shall be of the essence in the compliance by users with the terms and conditions set out in these Regulations.

Default

Failure to comply with any terms or conditions of these Regulations shall constitute a default, upon which the PLA shall immediately be entitled at its sole discretion to withdraw its consent to the use by the defaulting party of any Mooring and to remove any vessel operated by such user from the Mooring, and relocate it in such place as the PLA sees fit at the expense and risk of such user, whereupon the vessel shall incur the charges set out in the current Charges booklet, together with any relevant removal charge and any other relevant expenses. This remedy is without prejudice to any rights or remedies the PLA may have against such user or the vessel at law or otherwise.

LIABILITY – GENERAL

The PLA shall be exempt from all liability whatever for any delay, loss or damage directly or indirectly arising out of or caused or contributed to by any of the following:

- a) act of God, or any natural or accidental circumstances;
- b) fire or explosion;
- c) strikes, combinations or lock-outs of any persons;
- d) civil commotion;
- e) the Queen's enemies;

and for any charges or expenses incurred in such circumstances.

The notice given above is without prejudice to and is not intended to affect any other exemption from or defence to a claim of liability to which the PLA would otherwise be entitled.

ANNUAL PORT DUES

Annual Port Dues are payable on all liable vessels in use on 1 January each year with a pro-rata charge for vessels coming in to use on the Thames for the first time or permanently going out of use on the Thames during the year.

1. **Laid-Up Vessels.** Vessels which are laid-up and subject to annual port dues, shall be treated as follows:
 - a) Owner should notify the PLA in advance in writing (including fax or e-mail) of the intention to lay-up a vessel, giving the date when the lay-up is to commence.
 - b) Once laid-up, if the vessel remains in laid-up condition sixty days following the date of lay-up the charge is reduced by 50%, calculated pro rata on a daily basis. The 50% discount applies during the whole period that the vessel remains laid-up following the first sixty days during which the vessel will continue to attract the normal charge.. The rebate is assessed when the vessel is next due for payment of annual port dues. The deduction will be made retrospectively and reflected in the invoice issued for the following year.
 - c) when a vessel is taken from laid-up condition, the owner should notify the PLA in advance, giving the date active service is to commence.
 - d) Over the period of being laid-up the vessel may be moved between mooring sites for such activities as refit or other maintenance, provided the PLA is informed in advance of such movement.
 - e) The above procedure will apply every time a vessel is laid-up.
 - f) The full charge will apply if the PLA is not informed of lay-up in advance.
2. **Vessels Trading Outside Port Limits.** Vessels which trade outside port limits and are subject to port dues, shall be treated as follows:

Following the date from which a vessel is made subject to annual port dues, it shall attract no charge for conservancy on vessels for which it becomes liable by trading out of the port limits until such charges for the vessel have accumulated to an amount equal to 100 percent of the annual port due .
3. **Vessels with GT of under 45.** Vessels under 45 GT are exempt annual port dues. Claims for this exemption should be made within 14 days of receipt of the invoice, together with supporting evidence.
4. **Vessels Dual Registered by the PLA.** Vessels that are registered as being of more than one type of vessel e.g. "work boat" and "Tug under 100 tonnes" or "work boat" and "passengers vessel under 12" will be charged for the type of vessel attracting the higher annual port due.

HARBOUR SERVICES

River events such as boat races, regattas and firework displays may be held on the river, but are subject to the prior approval of the Chief Harbour Master. Discussions should be held in the first instance with the Harbour Master for the area in which an event is contemplated, to establish whether the event can proceed and what PLA input is considered necessary. The PLA supply buoys, sinkers, lights, flags and other equipment for hire to mark temporary works or structures and may also require the attendance of PLA launches and the issue of Notices to Mariners. After requirements have been established, charges will be indicated by the Harbour Master, **3 weeks is the minimum period of notice (first contact to event/start of work) required to be given by the applicant in such circumstances.**

When the nature of a river work or river event necessitates the issue of a Notice to Mariners, this will be printed and circulated by the PLA at a cost to the applicant, dependant on the section of River affected:

N.B. Applicants should note that a surcharge will normally be applied to these charges when less than the minimum period of notice is given to the PLA.

The PLA can also supply, when available and practicable, any of its Harbour Service Launches, as required, for attendance on special operations on the River Thames. The supply of a launch is subject to the approval of the Harbour Master for the relevant district and charges for all services may be obtained from the Harbour Master.

SALVAGE AND DIVING SERVICES

The PLA undertakes the placing, overhauling, changing and maintenance of moorings and buoys; the salvaging of small sunken vessels, barges, tugs, anchors, chains and other equipment; and the removal of obstructions. The PLA diving service undertakes underwater inspections of moorings, the clearing of fouled propellers and the blanking-off of water intakes from the River Thames.

Charges for these services will be quoted according to the work involved by the Marine Services Manager.

RIVER WORKS LICENCES

A licence is required from the PLA before works of any nature whatever are carried out in, under or over the Thames (ie: riverward of the line of mean high water) or before the banks of the Thames are cut in any way, see Port of London Act 1968, Sections 66-72. Enquiries concerning the placing of river works should be made to the PLA Licensing Officer.

RIVER WORKS RENT

A consideration is payable for the benefit of a PLA River Works Licence. The River Rents Section of the Estate Department will, at the request of applicants and subject to the receipt of full particulars of the proposed works, quote an indicative assessment of the PLA's consideration for such works. An indicative assessment is

not binding on the PLA, nor does it imply that a River Works Licence will be issued. Where a licence involves an embankment or exclusion of the tide for an area of the river bed, the consideration is usually a lump sum.

FORESHORE PERMITS

The PLA, and to a limited extent, the Crown Estate, own the bed and foreshore of the River Thames up to the mean high water marks. No person shall search the foreshore without an appropriate permit and it is an offence under PLA River Byelaw 57 to dig or excavate the bed or shore of the Thames without an appropriate Permit. The PLA and Crown Estate issue joint conditional Permits to search/dig on the foreshore, (using hand tools or a metal detector only) between the PLA Landward Limit at Teddington and the Thames Barrier at Woolwich.

ADVERTISING

Approval for all advertising is arranged through the PLA Corporate Affairs Department in consultation with the PLA Harbour Master. Approval cannot be given unless:

- the appropriate consent under all relevant legislation has been granted by the local planning authority(ies) or
- the proposed advertising activity is exempt from such regulations.

Advertisements, banner or poster (or per pair of identical posters or banners) displayed externally on Vessels, Pontoon or Barge.

Charges will be made to cover a royalty payment in addition to a regulatory charge. The charges will take account of size and may be based on hourly rates.

Advertisements displayed on Fixed Structures (on Land or Floating).

Fee by negotiation with the PLA Corporate Affairs Department.

Exemptions

No charge will be made for "corporate" banners displayed land-side of a vessel as a means of identification for passengers during the time of embarkation. Such banners must be removed prior to departure from the pier. Failure to do so will lead to the standard charge as described in the Charges Schedule.

No charge will be made for House flags not exceeding 1m x 1m. Those in excess of this size will be deemed a banner and charged accordingly.

FILMING

Prior written permission for all filming must be obtained from the PLA Corporate Affairs Department. (All filming proposals involving the Thames require consent from the PLA Harbour Master for the area involved).

Such charges which may be based on hourly rates, will be levied for the "use" of the location irrespective of whether it is river based (where the film crew are afloat and either filming action on the River or filming land based action from the River) or land based (where the film crew are land based but filming action on the River). Thus these Regulations cover both location of filming and location of action.

COMMERCIAL STILL PHOTOGRAPHY

Prior written permission must be obtained from the PLA Corporate Affairs Department who will advise on the appropriate charges for all commercial still photography. This applies to PLA land and premises including the Thames and its foreshore.

There is no charge for non-commercial still photography.

THIRD PARTY REVENUE

Where an operator receives revenue from a third party for the use of the vessel as a moving advertising medium by incorporating "commercial advertising" into the overall livery, a charge based on the gross revenue received will be levied.

Where an operator provides advertising facilities affixed to the external sides of the vessel for the purpose of carrying third party advertising, a charge based on the gross revenue received will be levied.

No charge will be made for any third party internal advertising.