

**STANDARD TERMS AND CONDITIONS FOR
CONTAINER TERMINALS OPERATED BY MEMBERS
OF PEEL PORTS GROUP**

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1. INTERPRETATION

1.1 In these Conditions:

“AutoGate ”	means the automated in-gate procedure enabling optical character recognition of a haulage vehicle’s licence plate and accompanying container details, for the purpose of automated receiving of containers into the Terminal.
“Bank Holidays”	means Bank and other National Holidays. Such Holidays are deemed to commence at 0700 hours on the relevant day and be of 24 hours duration.
“the Berth”	means the berth referred to in Clause 2.
“Bill of Lading”	means any negotiable or non negotiable bill of lading, waybill, consignment note, shipping note, contract of affreightment or similar pre-shipment document issued by the Shipowner evidencing receipt of cargo or a contract for the carriage of cargo by sea.
“cargo” and “goods”	means any goods, merchandise, articles and things of any description (including any packaging within which the said goods, merchandise, articles and things may be contained) including, but without prejudice to the generality of the foregoing, liquids and gases (but excluding ship’s stores and bunkers) which are, have been or are to be carried on a Vessel or handled by the Terminal Operator in connection with a Landward Container.
“the Cargo Owner”	means the owner of any goods or containers and any bailor, bailee, consignor, shipper, consignee or other respective agents (including forwarders and hauliers) in relation thereto, or any person, firm or company tendering goods and or containers, flats or vehicles to the Terminal Operator for the performance of the Services, but shall not include the Terminal Operator.
“container”	means any container which complies with ISO standards for freight containers, including by way of example only reefer, tank containers and flats which is, has been or is to be carried on a Vessel or handled by the Terminal Operator as a Landward Container.

“Community System”	means the electronic data exchange system used by the Terminal Operator, the Shipowner and the Cargo Owner for inter alia, inventory control and customs clearance of cargo imports and exports, or such other reporting system used by the Terminal Operator for the same purpose.
“Container Freight Station”	means any container freight station at the Terminal and operated by the Terminal Operator for the purpose of groupage operations, stuffing and stripping containers and handling uncontainerised cargo.
“Data Protection Legislation”	means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, the GDPR (Regulation (EU) 2016/679) (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this agreement shall, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation.
“the Dock Estate”	means the quays, berths and all works, lands and property of every description whatsoever and the buildings, structures and erections thereon for the time being used by the Terminal Operator at the Terminal.
“Electronic File”	means an Electronic Data Interchange (“EDI”) file including BAPLIE and MOVINS formats.
“E- System”	includes one or more of the Community System, VBS, AutoGate and any other electronic system, access or information portal or similar service provided, used or operated by the Terminal Operator in relation to the provision of the Services.
“flat”	means any ISO flatrack, platform or bolster container 20’ 30’ or 40’ in length and 8’ wide that possesses ISO compliant corner fittings.
“Goods Dues”	means charges levied by the Statutory Harbour Authority on the landing of cargo and goods at the Terminal.
“ISO”	means International Standards Organisation.
“laden”	means containing cargo whether a full or part load.
“Landward Container”	means any container brought onto the Terminal by or

	on behalf of the Owners which is not to be loaded on or has not been discharged from a Vessel at the Terminal.
“Lo/Lo”	means loading containers onto and offloading containers from Vessels.
“Line Operator”	means a container shipping operator with scheduled liner services using its own or third party Vessels.
“Manchester Ship Canal Terminals”	means the container handling Terminals alongside the Manchester Ship Canal.
“MIRO”	means Mass in Running Order weight (i) of a motor vehicle, with its fuel tank(s) filled to at least 90% of its or their capacity(s), including mass of the driver, of the fuel and liquids, fitted with the standard equipment in accordance with the manufacturer’s specifications and, when they are fitted, the mass of bodywork, the cabin, the coupling and the spare wheel(s) as well as the tools, and (ii) of a trailer, with its fuels and liquids, fitted with standard equipment in accordance with the manufacturer’s specifications, and, when they are fitted, the mass of bodywork, additional coupling(s), the spare wheel(s) and the tools.
“the Owner”	means the Shipowner and/or Cargo Owner, as appropriate.
“the Railhead”	means the railhead structure adjacent to the Terminal.
“Regulatory Approvals”	means consents, approvals, clearances or authorisation from a Regulatory Authority.
“Regulatory Authority”	means any governmental or quasi governmental body, authority or department enforcing legislation, byelaws, regulations and standards, including by way of example only H.M. Revenue & Customs, Department for Transport, Maritime & Coastguard Agency, Health & Safety Executive, and Statutory Harbour Authority.
“Statutory Harbour Authority”	means the entity responsible for and having powers pursuant to statute for the regulation conservancy and administration of a port or harbour, which expression shall include Competent Harbour Authority.
“Rent Charges”	means charges raised by the Terminal Operator in respect of containers or goods remaining on the Dock Estate beyond a permitted period.

“the Services”	means any operation or service specified or referred to herein and provided or performed by the Terminal Operator in connection with the receiving or delivering, or loading or discharging of goods, containers, flats into or from a Shipowner’s Vessel and the storing, general handling and movement of goods, containers or flats.
“the Shipowner”	means the registered or beneficial owner of any Vessel to which these Terms and Conditions relate and any part owner, bareboat, time, voyage or slot charterer, Line Operator, manager, master, agent or other person in charge of the Vessel, disponent owner consignee or mortgagee in possession.
“Ship Dues”	means charges levied by the Statutory Harbour Authority on Vessels using the Terminal including but not limited to berthage, pilotage and conservancy charges.
“Special Agreement”	means any agreement or special terms concluded between the Terminal Operator and the Owner which are separate from or ancillary to these Terms and Conditions.
“the Terminal”	means the applicable container vessel handling terminal, its facilities and Dock Estate, including the parking, stacking and other areas relating thereto and, unless the context otherwise dictates, the Railhead.
“the Terminal Manager”	means the manager of the Terminal.
“the Terminal Operator”	means the operator of one of Terminals listed in Schedule 1.
“uncontainerised cargo”	means any goods which have been, are, or are to be transported on a Vessel which are not carried in a container and cannot be handled by the normal use of container spreaders or without the use of ancillary gear or manning.
“vehicle”	means any vehicle, including a trailer used or to be used for the carriage of goods or containers.
“VBS ”	means the advance vehicle booking system used in conjunction with AutoGate, for container haulage arriving at the applicable Terminal (where AutoGate is in operation at a Terminal).
“VGM”	means the verified gross mass of a packed container.

“VGM Declaration”	means a signed shipping document (e.g. shipping note) provided to the Terminal Operator, or electronic certification (e.g. entered via the Community System) certifying the VGM in accordance with the VGM Regulations.
“VGM Regulations”	means regulations pursuant to the Safety of Life at Sea Convention (“SOLAS”) Chapter VI Regulation 2 concerning the declaration of VGM by shippers of containerised cargoes, and requirements under The Merchant Shipping (Carriage of Cargoes) Regulations 1999 S.I. 1999 No. 336 in relation to the declaration of gross mass of cargo units in advance of loading, as either may be amended, supplemented or superseded from time to time.
“VGM Services”	means the services described at Clause 9.1.2.
“Vessel”	means any fully or partly cellular vessel which is capable of being handled at the Terminal and is owned by, or in the possession of, or managed by, or under charter to the Shipowner.
“Website”	means www.peelports.com .

- 1.2 The headings to clauses are for ease of reference only and shall not affect the interpretation thereof.
- 1.3 Unless the context otherwise requires, the singular shall include the plural and vice versa and words importing gender shall include any other gender.
- 1.4 Reference to clauses or schedules are references to the clauses and schedules of these Terms and Conditions unless otherwise stated.
- 1.5 Reference in these Terms and Conditions to any symbol(s) in the Key preceded by “▲” is intended to indicate that, e.g., the relevant Service is/may not be performed or may be differently performed at the Terminal indicated, or operations or applicable times/treatment may be different, and that appropriate enquiry should be made with the Terminal Manager.

Key

LIV:	Liverpool
CLY:	Clydeport (Greenock)
DUB:	Dublin (South Bank Quay Terminal)
SHE:	Sheerness
MSC:	Manchester Ship Canal

2. BERTHS AND SERVICES

- 2.1 The Terminal Operator shall provide the use in common with Vessels in other

ownerships of a berth (“the Berth”) at the Terminal and shall provide or perform the Services thereat upon the terms and conditions hereinafter mentioned.

- 2.2 Priority use of the Berth may be available to Shipowners who have long term contractual Agreements or a Special Agreement concluded with the Terminal Operator or who, with the agreement of the Terminal Operator, are operating regular scheduled sailings to/from the Terminal.

3. NOTICE

- 3.1 Use of the Berth, Terminal and/or Services by the Owner shall be deemed to constitute notice of and agreement to these Terms and Conditions the current version of which is available to view and download on the website and which may also be obtained upon request to the Terminal Manager.
- 3.2 No terms or conditions (save for the terms of any Special Agreement) whether express or implied which are at variance with these Terms and Conditions shall have any application. These Terms and Conditions shall constitute the entire agreement between the Terminal Operator and the Owner and supersede any previous agreement or arrangement between them relating to the subject matter hereof.
- 3.3 The Owner expressly warrants that it is authorised to accept and is accepting these Terms and Conditions not only for itself as the principal but also as agent for and on behalf of all persons who have or may hereafter have title to or otherwise have an interest in the cargo and/or containers, and the Owner shall indemnify the Terminal Operator against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, and all interest, penalties and legal and other professional costs and expenses) and against any other consequence arising out of or in connection with the fact that such person referred to (including the Owner) shall lack the title or authority referred to above.

4. APPLICATION

These Terms and Conditions shall be applicable to all legal relationships between the Terminal Operator and the Owner whether in contract bailment or tort and will either apply by reason of the Owner’s express acceptance hereof, or will be implied from the entry of any Vessel into the Terminal, the submission of any documentation via the Community System which refers to the landing of goods at the Terminal, the use of the Berth by the Shipowner’s Vessels for the loading and or discharging of goods, containers, flats, stores or bunkers thereat, and at any time the Terminal is being used by the Terminal Operator for the receiving, handling, storage or delivery of containers or goods.

5. MANNING AND PERFORMANCE OF SERVICES

- 5.1 Subject to these Terms and Conditions, the Terminal Operator shall provide supervision, labour, plant and equipment for the discharging and loading, receiving, handling and delivery of containers and goods at the Terminal, together with the

provision of the E-Systems.

5.2 Services

The Terminal Operator shall perform or provide such of the Services as the Terminal Operator in its reasonable discretion considers appropriate and expedient for the particular goods unless instructed to the contrary in writing by the Owner.

5.3 Plant and Equipment

The Terminal Operator may use such plant and equipment on the Services as it considers appropriate and expedient, unless instructed to the contrary in writing by the Owner.

5.4 Working Practices

All stevedoring or other operations to be performed by the Terminal Operator shall be performed in accordance with the normal working practices of the Terminal Operator. The Terminal Operator reserves the right to alter such working practices at any time and without prior notice.

5.5 Shipment

The acceptance by the Terminal Operator of goods, containers or flats for shipment on board a Vessel does not imply that such goods, containers, or flats will be shipped. The acceptance or refusal of goods, containers or flats for shipment is the responsibility of the Owner, for whom the Terminal Operator accepts such goods, containers etc. as agent on the Owners' behalf. The Terminal Operator will (for example) be entitled to refuse to present containers for loading where no VGM Declaration has been submitted or where the VGM is otherwise unknown, or where the Owner is not (or is reasonably suspected not to be) in compliance with any other applicable regulations, laws, regulatory requirements or codes of practice with regard to goods or containers tendered for shipment.

5.6 Receiving/Delivery

5.6.1 The Terminal Operator shall be entitled to refuse to receive a container from or deliver a container to any vehicle at the Terminal, or otherwise to suspend the Services, if:

- (a) the Terminal Operator has not been presented with the correct information or documentation in respect of such container; or
- (b) such container is not sealed with a high security bolt seal to current ISO standards; or
- (c) in respect of a container carrying hazardous cargo, such container is not fully and correctly labelled; or
- (d) (in respect of import goods) the container/cargo has not been correctly released and cleared via the Community System and if there are applicable statutory bars on its import; or
- (e) (in respect of export goods) the container/cargo has not been correctly entered on the Community System by or on behalf of the Owner and/or fails to arrive at the Terminal within the receiving period in accordance with these Terms and Conditions; or
- (f) in relation to the container/cargo it believes that there has been an attempt to damage, corrupt, disrupt or otherwise interfere with the E-

Systems.

- (g) there are applicable statutory bars on its export; or
- (h) the MIRO has not been declared before arrival of the container into the Terminal [▲ DUB, CLY]; or
- (i) the MIRO is not declared on booking in at the Terminal gate where the Terminal procedures permit “at gate” declaration; or
- (j) the procedures or guidelines in relation the E-Systems have not been correctly followed, or information in relation to the container, the cargo or haulier is missing or is believed to be inaccurate;
- (k) the VGM Declaration has not already been made, where the Cargo Owner is required to make its own arrangements to calculate the VGM.

5.6.2 In addition, the Terminal Operator shall be entitled to refuse to receive/deliver a container to/from any vehicle whose driver:

- (a) declines to be photographed in accordance with the Terminal Operator’s security requirements applicable from time to time, or does not hold a Terminal Regulation User Card (“TRUC” card) if such is required by the Terminal; or
- (b) has not presented to the Terminal Operator, if so requested, either a current EU driving licence or a valid passport.

5.6.3 Any hazardous goods must be pre-entered as such on the Community System and must include the IMDG class and UN number and the goods shall be labelled in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accompanied by a duly authorised dangerous goods note or hazardous goods declaration.

5.6.4 Goods which fall outside the scope of the Community System must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Terminal Manager not later than the arrival of road vehicles conveying such goods onto the Terminal.

5.6.5 The Terminal Operator shall not be liable for any failure, disruption, processing delay, inaccuracy of inputted information, malfunction, suspension or other similar matter concerning the E- Systems, even to the extent caused by default or negligence of the Terminal Operator, its employees, servants or subcontractors.

5.7 Weighing

5.7.1 The Terminal Operator reserves the right to check the weight of any container or goods at the expense of the Owner.

5.7.2 If there is any discrepancy between the VGM Declaration provided by the Cargo Owner, and the VGM as may be determined by the Terminal Operator pursuant to Clause 9.1.2 or otherwise, the VGM calculation of the Terminal Operator shall be determinative of the VGM.

5.8 Performance

No liability shall attach to the Terminal Operator in consequence of any failure to:

- (a) undertake or complete the loading/unloading of any Vessel or vehicle, or
- (b) provide a Berth at the Terminal for any Vessel,

at or by a particular time, or within a particular interval or period of time, notwithstanding any representation made by any servant or agent of the Terminal Operator, and the Owners (and the haulier in the case of receiving/ delivering goods to road vehicle) shall release and indemnify the Terminal Operator from and against all such liability and costs.

5.9 Stowaways

The Terminal Operator will not be liable for any loss or damage suffered or incurred by the Shipowner (including, without limitation, any fines or penalties or payment of expenses by the Shipowner in relation to care, lodging, medical attention, security and repatriation) arising from the presence on board inward or outbound Vessels or inward or outbound containers of stowaways or unauthorised personnel, and the Shipowner will indemnify and hold harmless the Terminal Operator in respect of any liabilities, fines, penalties, costs and expenses which may be incurred by or imposed upon the Terminal Operator in respect of the same.

6. FORCE MAJEURE

The Terminal Operator shall not be liable for any failure to perform or provide the Services or for any loss and or damage arising or resulting from Act of God; casualty including fire or explosion (including steps taken for the extinguishment thereof) smoke; ionising radiation; radioactive contamination; damage, breakdown, or destruction of infrastructure, property or equipment; breakdown, malfunction, or suspension of the E-Systems howsoever caused; any consequence of war or hostilities (whether war be declared or not); riots, civil commotions or invasions; industrial disputes, protest, blockade or actions of any other nature; extreme weather including storm, lightning strike, high winds (whether or not forecast) e.g., resulting in wind-blown containers, flood, earthquake, subsidence, infestation, epidemic or other natural physical disaster; act of any Government or quasi governmental acts including forced shut down, embargo, prohibition or any other cause or event which could not be avoided and the consequence whereof could not be prevented by the exercise of reasonable care by the Terminal Operator.

7. GENERAL WARRANTIES OF THE SHIPOWNERS AND/OR CARGO OWNER

7.1 The Shipowner warrants and undertakes that:

7.1.1 Vessels calling at the Berth are operated in compliance with international

standards and regulatory requirements (including, by way of example only, ISM, flag state, classification society and Maritime & Coastguard Agency or equivalent) with regard to safety, stability, seaworthiness, fitness for purpose and security (“Regulatory Compliant Vessel”). The Terminal Operator will be entitled to refuse to provide the Services to any Vessel that is not a Regulatory Compliant Vessel, and the Shipowner will indemnify and hold harmless the Terminal Operator in respect of any consequences of a Vessel that is not a Regulatory Compliant Vessel presenting at the Berth or within the Terminal that is not a Regulatory Compliant Vessel and/or arising out of the provision of the Services in respect of such Vessel.

- 7.1.2 Vessels are covered by P&I insurance with reputable P&I or London market insurers in respect of third party liability risks (including but not limited to cargo damage, pollution and wreck removal) and for levels of cover as would normally be taken out by a prudent operator of comparable Vessels in similar trades, and the Shipowner shall provide the Terminal Operator with documentary evidence of such insurance cover upon request.
- 7.2 The Shipowner and/or Cargo Owner undertake that the cargo:
 - 7.2.1 complies with all applicable international safety regulations and are properly packed and/or fit to withstand the ordinary risks of the Services;
 - 7.2.2 is not dangerous, hazardous, poisonous, flammable toxic or liable to become so in the form in which it is delivered and/or in which they are to remain while on the Terminal, or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation.
 - 7.2.3 is accurately described and without prejudice to Clause 7.2.2 that it will not tender any dangerous goods or temperature controlled goods without first presenting to the Terminal Operator a full description of the goods and containers and disclosing their nature without prejudice to the entitlement of the Terminal Operator in its discretion to refuse to provide the Services in respect of dangerous goods whether or not declared by the Shipowner and/or Cargo Owner;
 - 7.2.4 is not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Terminal;
 - 7.2.5 is not over-heated or under-heated or liable to become so while on the Terminal;
 - 7.2.6 will not contaminate or cause danger, injury, pollution or damage to any person or any other goods, equipment or vessel or the Terminal or the water or air adjacent thereto;
 - 7.2.7 does not require for their safekeeping any special protection (other than as may be agreed in writing with the Terminal Operator) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left standing in the open on the Terminal or in covered accommodation (if agreed with the Terminal Operator);

- 7.2.8 contains no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
- 7.2.9 is properly and sufficiently packed, marked and weighed (for the purpose of the VGM Regulations) in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accurately documented and labelled for all shipping, cargo handling, despatch, customs and like purposes.

8. SERVICES

Subject to these Terms and Conditions, the Terminal Operator undertakes to:

- 8.1 Provide the use, in common with Vessels in other ownerships, of a Berth at the Terminal for the Vessels on such dates/tides as shall be advised to and agreed from time to time by the Terminal Operator. Confirmation of the expected arrival date of each Vessel and notification of each Vessel's expected time of arrival at the Berth ("E.T.A.") shall be given in writing to the Terminal Operator not later than ten days prior to the expected date of arrival of the Vessel at the Berth [▲ SHE], and all subsequent changes to the said dates and E.T.A. shall be promptly notified to the Terminal Operator by the Shipowner.

Notice of the Vessel's final E.T.A. at the Berth shall be given to the Terminal Operator not later than twenty four hours before the arrival of the Vessel at the Berth, except that when the Vessel is due to arrive at the Berth on a Monday morning the Shipowner shall use its best endeavours to provide such notice before 1200 noon on the preceding Friday and, when the Vessel is due to arrive at the Berth within the period 0700 hours Saturday to 0700 hours Monday, or on a Bank Holiday, the final E.T.A. at the Berth shall be given not later than 1200 noon on the last normal working day prior to such period or Bank Holiday as appropriate [▲ SHE].

- 8.2 Provide craneage and other equipment, superintendence and labour for the loading and discharging of the Vessels together with plant and plant drivers for the reception thereat and delivery therefrom of containers, goods and cargo.
- 8.3 Take reasonable care of and control over the Owner's equipment.
- 8.4 Provide documentation and accounting in accordance with the normal working practices of the Terminal Operator.
- 8.5 Provide the E- Systems where available for the applicable Terminal.
- 8.6 Permit the Shipowners to load and discharge Vessel's stores and bunkers at such times as shall be agreed in advance with the Terminal Operator and to allow necessary equipment alongside to accomplish this whilst the Vessel is alongside the

Berth, provided that such equipment does not interfere with the operational requirements of the Terminal Operator.

- 8.7 Permit a Vessel once on the Berth to remain at the Berth (subject to the discretion of the Terminal Operator with regard to its operational requirements for the Berth and to the statutory powers of the Terminal Operator (as applicable) of ordering the movement of Vessels within the Terminal) until such time as the loading and discharging of that Vessel has been completed.

9. GENERAL OPERATIONS

- 9.1 Subject to these Terms and Conditions, the Terminal Operator shall perform and provide at the Terminal the services listed below in respect of receiving and loading, discharging and delivering containers, goods, and cargo transported or to be transported on the Vessels, together with such associated operations and services as are normally provided by the Terminal Operator as at that date. Such services will be undertaken by the Terminal Operator at such rates as the Terminal Operator shall specify from time to time and which may be obtained upon request to the appropriate Terminal Manager.

9.1.1 Receiving/Delivering and Loading/Discharging Containers

- (a) Receiving/delivering of containers at the Terminal, and all clerical work and reporting normally undertaken by the Terminal Operator in connection therewith.
- (b) Weighing containers to determine or check the VGM (see Clause 9.1.2 below) as agent on behalf of the Cargo Owner.
- (c) Transporting import containers from the Vessel to the stacking area at the Terminal and subsequently from the stacking area to road vehicles for delivery or to the Railhead gate for onward rail carriage.
- (d) Transporting export containers from road vehicles or the Railhead to the stacking area at the Terminal and subsequently from the stacking area to the Vessel for loading.
- (e) Loading import containers at the Terminal onto road vehicles or train wagons and offloading export containers at the Terminal from road vehicles or train wagons.
- (f) Loading containers from the quay to the Vessel's hold/cell/deck and discharging containers from the Vessel's hold/cell/deck to the quay.

The discharging and loading of containers from and into holds that are not fully cellular or weather decks that do not have purpose built ISO container fittings or otherwise from or into vessels that are not suitable for the carriage of containers stowed fore and aft, shall be regarded as an ancillary operation within the meaning of Clause 10.

- (g) Inspection during the receiving and delivery process, or retrospectively via images, to identify the presence of a seal on a

container where such seal can be viewed at the rear of a vehicle.

- (h) Performance at the Owner's request of other seal and ISPS related operations/services will be subject to an additional charge as advised from time to time by the Terminal Operator.
- (i) Checking against the Vessel's manifest the bookings of containers received via the Community System and containers loaded/discharged.
- (j) Prompt reporting to the Shipowner of major damage observed to containers or known to have been occasioned thereto while at the Terminal.
- (k) Preparing Terminal Operator's transaction records.
- (l) Planning the stowage of the Vessel in so far as is reasonably necessary for the loading and discharging of containers (including re-stows) undertaken at the Terminal.
- (m) Completing stowage plans in accordance with the instructions given by the Shipowner and agreed with the Terminal Operator.
- (n) Prompt reporting of container movements into and out of the Vessel via the Community System.
- (o) Normal securing and releasing of containers, by the use of patent or purpose made lashing equipment that is fit for purpose and that is to be provided, and made readily and conveniently available, by the Shipowner, and where safe access and egress to the Vessel, and edge protection on the Vessel deck is provided [▲ CLY, DUB, SHE].
- (p) Performing such other services and preparing and reporting such other information as the Shipowner may require, subject to the Terminal Operator being able and willing to perform them and subject also to such additional charges as shall first be agreed with the Shipowner.

9.1.2 Container Weighing for VGM determination

- (a) The Terminal Operator operates weighbridge facilities (dynamic axle weighing system or "DAW") at the Terminal gate [▲ SHE, MSC] and unless the VGM Declaration has already been made prior to checking in a container (or where it is not possible for the VGM Services to be provided, as under sub paragraph (g) below) the Cargo Owner will be assumed to require the Terminal Operator to perform container weighing services and calculation of VGM for the purposes of the VGM Declaration, against payment of the Terminal Operator's applicable charges.
- (b) The Terminal Operator will calculate the VGM in accordance with regulatory standards, based on the declared MIRO, and will arrange for the VGM Declaration to be entered in the Community System [▲ DUB SHE, MSC] or otherwise declared to the appropriate party on behalf of the Cargo Owner.
- (c) Before or upon arrival of the container haulage vehicle at the Terminal the

Cargo Owner must provide the Terminal Operator MIRO of such vehicle, failing which the Terminal Operator will be entitled refuse entry to the haulier, and will be unable to perform the VGM Services.

- (d) The VGM Services are performed by the Terminal Operator as agent only on behalf of the Cargo Owner, and are to be treated in all respects as if the Cargo Owner had performed the VGM calculation and/or made the VGM Declaration itself.
- (e) The Terminal Operator may require that all haulage (assuming in width) entering the Terminal passes over the DAW irrespective of whether the Cargo Owner requires the VGM Services, for which relevant charges will apply.
- (f) Whilst the Terminal weighbridge facilities are calibrated and certified in accordance with regulatory standards, the accuracy of the VGM Declaration remains the Cargo Owner's sole and overriding responsibility in accordance with the VGM Regulations, and the Cargo Owner will indemnify and hold harmless the Terminal Operator in respect of any losses, penalties, fines, costs or other liabilities or expense whatsoever in connection with any inaccuracy in the VGM calculation/certificate and/or the VGM Declaration in all circumstances.
- (g) The Terminal is unable to provide the VGM Services for overwidth (i.e. greater than 3.2 m) containers, or "twin- twenty" containers on a single trailer.
- (h) The Terminal Operator shall be entitled to re-weigh any containers presented where the VGM Declaration provided by the Cargo Owner is outside the Terminal Operator's permitted variances, and will be able to raise additional charges accordingly for re-weighing and associated administration costs.
- (i) The charges for the VGM Services will be payable by the Cargo Owner or Shipowner as applicable to each VGM Declaration, as determined by the Terminal Operator.

9.1.3 **Non-Standard Containers**

For loading/discharging any non-standard containers (including overheight and overwidth containers) involving the use of extra manning or the use of special spreaders or equipment, the Shipowner will pay an additional charge. 45ft containers which comply with ISO standards will be charged as for ISO in-profile containers provided they have ISO compliant corner fittings at 40ft, otherwise they will be charged at the relevant rates applicable to non-ISO containers.

- 9.2 Without prejudice to any statutory powers it may have, the Terminal Operator may direct a Vessel to leave the Berth by a stated time when the scheduled work programme for the Vessel does not require immediate or continuous operations at the Terminal or otherwise as required in the absolute discretion of the Terminal

Manager to accommodate Terminal operations. If the Shipowner does not comply with such directions prior to the time directed by the Terminal Operator (“the Departure Time”), then the Terminal Operator may at its discretion charge the Shipowner for each hour or part thereof that the Vessel remains at the Berth after such Departure Time. All costs and expenses relating to the movement of a Vessel pursuant to this sub-clause shall be borne by the Shipowner of the Vessel undertaking such movement.

- 9.3 The Terminal Operator reserves the right at any time and without prior notice to block stow empty containers on the Terminal. In such event, empty containers that are to be loaded on a Vessel, or delivered to road transport from an empty container stack shall be selected by the Terminal Operator according to the size and type requested by the Shipowner and not by individual container number. In so doing, the Terminal Operator shall endeavour to rotate the stock of containers held in the empty container stack and to accede to special requests timely made by the Shipowner for particular containers to be moved.

10. ANCILLARY OPERATIONS

- 10.1 Subject to these Terms and Conditions, the Terminal Operator will endeavour to provide labour and equipment subject to availability for the following ancillary operations at the Terminal in connection with the Vessels, for which (except in respect of re-stowing containers on the Vessel) it is recommended that the Shipowner gives at least 24 hours prior notice (such notice excluding the period of Bank and other National Holidays and the period 0700 hours Saturday to 0700 hours Monday):
- (a) Loading/discharging of containers that are not stowed fore and aft or are stowed on vessels that are not fully cellular.
 - (b) Removing and replacing of Vessels’ hatch covers (excluding securing and unsecuring), if requested by the Shipowner, but otherwise such operations shall be undertaken by the crew of the Vessel.
 - (c) Receiving and delivery of containers not to be loaded onto or not having been discharged from a Vessel at the Berth, or not to be stuffed or stripped at the Container Freight Station, and released loading and unloading operations to / from road and rail haulage.
 - (d) Performing tailboard (vehicle rear door) inspections, full/part inspections and scanning of containers for relevant Regulatory Authorities as required.
 - (e) Services and operations involving the use of extra manning or special spreaders or other equipment (such as wires or chains) in connection with any flats, non-ISO containers or other out-of-profile containers.
 - (f) Services and operations in connection with the receiving/loading or discharging/delivering of uncontainerised cargo.
 - (g) Moving containers within the same hatch on a Vessel, and moving containers from a Vessel’s cell/deck to the quay and restowing into another cell or onto the deck.
 - (h) Moving containers on the Terminal, other than as specified in Clause 9.1.1, including moving containers from one road vehicle to another.

- (i) Reprogramming via the Community System the declared status of a container as previously advised to the Terminal Operator (e.g., vessel name/voyage number/discharge port).
- (j) Planning the stowage of the Vessel to the extent that such planning is in excess of that reasonably necessary for the loading/discharging of containers (including restows) undertaken at the Terminal (such as co-ordinating the planning requirements for other ports).
- (k) Provision of photographic records.
- (l) Providing an Interchange Container Damage Report when requested by the Owner.
- (m) Lashing/unlashing containers on board vessels that are non-cellular vessels.

10.2 Groupage Operations [**▲ MSC, CLY, DUB, SHE**]

10.2.1 Subject to these Terms and Conditions and to the prior agreement of the Terminal Operator, the Terminal Operator may from time to time provide at the Terminal the services of stuffing/stripping of containers, flats and roll-trailers. In such event, the Terminal Operator will endeavour to provide labour and equipment subject to availability for the following ancillary operations in connection therewith:

- (a) Receiving at the Container Freight Station goods for stuffing in less than container load ("LCL") containers to be exported on Vessels.
- (b) Selecting to Bill of Lading and delivering to tailboard of collecting road vehicle at the Container Freight Station goods imported in LCL containers on Vessels.
- (c) Stuffing (including self-securing and banding of cargo but excluding lashing) and stripping of cargo into/out of LCL containers. Tomming (i.e., blocking/bracing/dunnaging) of cargo is subject to an additional charge.
- (d) Tallying including paperwork (namely, packing lists, damage reports, receipt and delivery notes).
- (e) Reasonable external inspection of goods to be stuffed or having been stripped from LCL containers by the Terminal Operator.
- (f) Sweeping inside of containers which have been stripped (normal dirtiness - brushing) and detaching of invalid labels from such stripped containers.
- (g) Sealing of containers (Owners' seals).
- (h) Reporting of container activities for the Community System.

10.2.2 Subject as above, the operations of stuffing/stripping of LCL containers and receiving/delivery of goods and LCL containers shall take place at the Container Freight Station pursuant to its customary operational hours from Monday to Friday which may be obtained upon request to the Terminal Manager.

10.2.3 Subject as aforesaid, the Owner shall supply to the Terminal Operator a list of LCL containers to be stripped by the Terminal Operator, not later than

twenty four hours (excluding Saturdays, Sundays and Bank Holidays) before commencement of discharge of the Vessel on which such LCL containers were imported and shall deliver at the Terminal all LCL export cargo for a Vessel not later than thirty six hours (excluding Saturdays, Sundays and Bank Holidays) before commencement of loading of that Vessel. Before stripping of containers can take place the cargo must be released to the Terminal in the Community System. As the ability of the Terminal Operator to complete the stuffing of LCL cargo is dependent on the volume of such cargo presented by the Shipowner and by other users of the Container Freight Station, it is the responsibility of the Shipowner to ensure that LCL cargo for a Vessel is delivered at the Terminal sufficiently early as may enable such cargo to be stuffed by the Terminal Operator and loaded onto that Vessel.

10.2.4 Any tally of goods prepared by the Terminal Operator in or in connection with the stuffing/stripping of LCL containers shall be the property of the Terminal Operator which shall not be under any obligation to disclose such document to any other party as the standard of accuracy required for the Terminal Operator's purposes is such that they record only approximate quantities. Thus the accuracy of any document, based whether wholly or partially upon such tallies, shall not be presumed by any other party unless and until such accuracy is confirmed in writing by the Terminal Operator in respect of the document in question.

References in this sub-clause 10.2 to containers and LCL containers shall be deemed to include flats.

- 10.3 Ancillary operations performed by the Terminal Operator in accordance with the provisions of Clauses 10.1/10.2 will be subject to additional charges.
- 10.4 Each movement of a container or Landward Container between the container stacking area, a designated scanning or fumigation area or the Container Freight Station before or after stuffing or stripping or for examination or fumigation purposes (if such be required), shall be performed subject to an additional charge for each movement of the container or Landward Container.

11. WORKING TIME

- 11.1 The Services may be performed or provided during the normal working hours of the Terminal, details of which are at Schedule 2. Such normal working hours may be subject to change from time to time, and current normal working hours may be obtained on enquiry to the Terminal Manager.
- 11.2 Additional charges may be levied for Services performed outside normal working hours and/or at weekends or Bank Holidays, and subject to such other applicable restrictions or conditions.

12. TIME LOST

12.1 Time lost or work delayed which may occur by reason or in consequence of the following:

12.1.1 Vessels' late arrival or non-arrival on the Berth

Where labour has been arranged by the Terminal Operator in reliance on the Vessel's final E.T.A. given to the Terminal Operator pursuant to Clause 8.1, or in compliance with the Shipowner's request that work should commence at or finish before a particular time, time lost shall be deemed to commence at the start of the working period for which labour has been arranged and cease in the case of:

- (a) Late arrival of the Vessel - either (i) in the case of Lo/Lo operations when crane or cranes are in position over the Vessel with boom or booms lowered, or (ii) on the termination of the working period for which labour has been arranged, whichever shall be the earlier;
- (b) Non-arrival of the Vessel - on the termination of the working period for which labour has been arranged;

12.1.2 Material delays which are attributable to the Shipowner, or its agents, servants, independent contractors or sub-contractors (other than the Terminal Operator) shall be charged to the Shipowner at a rate to be specified from time to time by the Terminal Operator, provided always that the Shipowner shall not, in any event, be liable to pay the time lost or work delayed charge if such time lost or work delayed occurs or is solely as a result of breakdown of the Terminal Operator's plant or equipment, or labour disputes between the Terminal Operator and its employees at the Terminal, unless occasioned by or resulting from the act or default of the Shipowner, or its servants, agents, independent contractors or sub-contractors or any other circumstances not being the act or default of the Terminal Operator.

12.2 Notice of cancellation of shipwork labour previously arranged by the Terminal Operator in reliance on the Vessel's final E.T.A. given to the Terminal Operator pursuant to Clause 8.1, or in compliance with the Shipowner's request that work should commence at or finish before a particular time:

- (a) for Weekend Periods or Bank Holidays - must be received by the Terminal Operator not later than 1200 hours on the normal working day, Monday to Friday inclusive (Bank Holidays excepted), next preceding the day for which such labour has been arranged.
- (b) for any other working periods - must be received by the Terminal Operator not later than 24 hours before the start of the working period for which labour has been arranged. If such notice is not duly received, then the relevant overtime charge and/or, at the Terminal Operator's discretion, charge for lost time will remain payable by the Shipowner.

12.3 In the event that the Shipowner requests the Terminal Operator to retain labour for a Vessel in order to load any export containers that are expected to arrive at the Terminal after the Cut-off Time applicable to such Vessel (as defined in Clause 18.3) and as a result thereof labour employed for that Vessel by the Terminal Operator is caused to be idle, then, to the extent that such labour can not reasonably be redeployed to work another vessel, the Shipowner shall pay to the Terminal Operator compensation for each hour or part thereof that such labour

remains idle, at such rates as are specified from time to time by the Terminal Operator.

13. LASHING OF CONTAINERS ON BOARD VESSELS [▲ MSC, DUB, SHE]

- 13.1 The lashing and unlashings of containers on board the Vessel using patent or purpose made securing and lashing materials provided by the Shipowner, shall be performed (i) by the crew of the Vessel, or (ii) at the request of the Shipowner, by the Terminal Operator, subject to the availability of suitable labour, and subject always to safe means of access, egress and edge protection. Any lashing/unlashing undertaken by the Terminal Operator shall be regarded as an ancillary operation within the meaning of Clause 10 and be subject to an additional charge where (i) the vessel is a non-cellular vessel or (ii) the securing and lashing materials used are not patent or purpose-made and fit for purpose, or are not made readily and conveniently available to the Terminal Operator.
- 13.2 Where securing/unsecuring, lashing/unlashing operations are undertaken by the Terminal Operator, the Shipowner shall make reasonable inspections during loading operations to ensure that the lashings are carried out in accordance with the Shipowner's requirements and all securing/lashing materials shall be made readily available by the Shipowner. The Terminal Operator will in no circumstances have any liability arising out of failure to properly or adequately lash and secure, which shall be performed under the overall supervision and responsibility of the Shipowner, who shall indemnify the Terminal Operator in respect of the consequences of any failing or inadequacy in respect thereof. An additional charge will be made where the Terminal Operator deems that the necessary securing and lashing materials are not made readily available by the Shipowner, or when the Shipowner requests additional and/or alteration of lashings after completion of a shift requiring the recall of labour.

14. REEFER CONTAINERS

- 14.1 The Shipowner, consignee or shipper, as the case may be shall be responsible at all times for the care and maintenance and connection to and dis-connection from power points of refrigerated and insulated containers to be loaded on or having been discharged from the Vessels ("reefer containers") and their contents whilst situate at the Terminal.
- 14.2 The Owner shall pay in respect of each reefer container connected to a power point provided by the Terminal Operator, such sum as shall be specified from time to time by the Terminal Operator, and in respect of any additional reefer services performed or licensed by the Terminal Operator from time to time in relation to which appropriate enquiry should be raised with the Terminal Operator [▲ SHE].

15. HAZARDOUS AND HIGH DUTY CARGOES

No goods of a dangerous, tainted, infested or contaminated nature will be handled by the Terminal Operator except by consent of the Terminal Operator and then only in accordance

with the conditions prescribed by the Terminal Operator's directions regulations and byelaws governing the handling of such goods. All extra costs charges and expenses incurred by the Terminal Operator in handling such goods shall be repaid by the Shipowner.

16. UNSOUND CARGO

- 16.1 When cargo is exceptionally difficult to work due to unsoundness of the cargo, bad or collapsed stowage, damage to the cargo the Vessel or containers or other matter creating exceptionally difficult working conditions, then the Terminal Operator may in its absolute discretion elect to perform or provide or continue to perform or provide the services described herein and if it should so elect and inform the Shipowner in writing thereof then the Terminal Operator shall not be liable for any loss or damage whatsoever howsoever caused to the goods or containers or the Vessel or any other equipment including any claim for the loss of use or loss of a particular market and the Shipowner shall indemnify the Terminal Operator against all proceedings claims and expenses arising out of or consequent on any such election by the Terminal Operator including all proceedings claims and expenses relating to the handling of goods or containers on the Terminal or at the Container Freight Station.
- 16.2 No liability shall attach to the Terminal Operator if by virtue of this clause and after consultation with the Shipowner the Terminal Operator elects not to perform or continue to perform the services described herein. The Terminal Operator shall have the right, having made an election, to subsequently reverse that election in the light of circumstances then prevailing and no liability shall attach to the Terminal Operator thereby.
- 16.3 All extra costs charges and expenses incurred by the Terminal Operator thereby shall be repaid by the Shipowner of the Vessel on which the cargo was or was to be consigned.

17. UNDERTAKINGS BY THE SHIPOWNER AND/OR CARGO OWNER

The Shipowner or the Cargo Owner as the case may be

- 17.1 shall be deemed to warrant the accuracy of all values, descriptions (including weight and VGM) and other particulars supplied to the Terminal Operator in respect of any goods, or marked on such goods, for the purpose of the Services or for the purposes of Regulatory Approvals and shall indemnify the Terminal Operator against all losses, damages, costs, expenses, fines and pecuniary penalties that the Terminal Operator, or its servants or agents acting in the course of their employment, may incur as a result of any inaccuracy or omission therein.
- 17.2 undertake to ensure that Regulatory Approval for import cargo has been obtained prior to his seeking delivery of such goods.
- 17.3 further warrant that:

17.3.1 their employees (and those of any agents or contractors) are properly trained and competent to perform any roles or functions assigned to them including in relation to the giving of any instructions to the Terminal Operator or the inputting of any information into the E-Systems howsoever such instruction may be given (e.g. orally, in writing, or electronically), and that such persons have full authority to give such instructions or input such information.

17.3.2 all information entered into the E-Systems is in all respects accurate and up to date.

and will indemnify the Terminal Operator against all losses, damages, costs, expenses, fines and pecuniary penalties that the Terminal Operator, its employees, agents and subcontractors may incur as a result of any breach of the warranties in Clauses 17.3.1 and 17.3.2.

17.3.3 neither they, their employees, nor their any agents or sub-contractors and their respective employees will, whilst on or near the Dock Estate:

- (a) use any devices which transmit radio signals or attempt to block radio signals (including, without limitation, GPS);
- (b) interfere with any systems, communication links and equipment or computer hardware and software;
- (c) use or attempt to use any devices or software to gain access to unauthorised data and information.

without the prior written consent of the Terminal Operator (save in relation to the use of marine band and radar radio frequencies), and will indemnify the Terminal Operator against all losses, damages, costs, expenses, fines and pecuniary penalties that the Terminal Operator, or its servants or agents acting may incur as a result of any such interference or unauthorised access.

18. STOWAGE PLANS AND CONTAINER DELIVERIES

The Shipowner shall:

18.1 Supply to the Terminal Operator via the Community System [▲ DUB] an Electronic File containing full and accurate details of export containers (including weight and port of discharge) to be loaded onto and import containers to be discharged from a Vessel, no later than such period as specified by the Terminal Operator (see Schedule 2) before commencement of operations in respect of that Vessel at the Berth.

18.2 Supply to the Terminal Operator an Electronic File containing the Vessel's outline stowage plan not later than the advance period specified in Schedule 2.

- 18.3 Deliver at the Terminal all FCL export containers for a Vessel not later than the period prescribed in Schedule 2 before the arrival of that Vessel at the Berth (“the Cut-Off Time”). Deliveries after the Cut-Off Time shall be promptly notified to the Terminal Operator and will be accepted only on agreement by the Terminal Operator.

The acceptance of late deliveries neither implies nor guarantees that such containers will be shipped on the Vessel on which such containers were or were to be consigned at the time of their acceptance by the Terminal Operator. The Terminal Operator reserves the right to charge the Shipowner or Cargo Owner for receiving containers after the relevant Cut-Off Time.

19. ELECTRONIC DATA AND DATA PROTECTION

- 19.1 Subject to these Terms and Conditions, the Terminal Operator shall provide the Shipowner upon reasonable request with electronic data held by the Terminal Operator in relation to container receipts and deliveries, stowage lists for export containers and completed Shipowner’s stowage plans of containers loaded, discharge lists of import containers, summaries by Vessel of import unit deliveries, statement of import containers remaining on the stacking area one week or more.
- 19.2 The Terminal Operator may collect and process information relating to the Owner and Line Operator in accordance with the Terminal Operators privacy notice which is available on the Website. Each Party agrees to comply their respective obligations under the Data Protection Legislation.

20. REGULATORY AUTHORISATIONS

All Regulatory Approvals required in relation to containers and their contents imported or to be exported on Vessels must be provided to the Terminal Operator in electronic form using the Community System.

21. OPERATIONAL CHARGES

- 21.1 The Owner shall pay to the Terminal Operator for the Services (and associated facilities required) provided by the Terminal Operator pursuant to Clauses 8, 9, and 10 such charges as shall be specified from time to time by the Terminal Operator, in addition to such statutory charges as the Terminal Operator (to the extent it is also the Statutory Harbour Authority) may be entitled to levy in respect of Ship Dues and Goods Dues.
- 21.2 The said charges shall be payable by the Owner on demand unless otherwise agreed by the Terminal Operator without reduction or deferment on account of any claim, counterclaim or set off. Interest at the rate of 4 per cent above the prevailing Bank of Scotland Base Rate is payable on charges remaining unpaid twenty eight days after the date of the Terminal Operator’s invoice, or in the election of the

Terminal Operator statutory interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

- 21.3 If the Owner wishes to dispute any charges invoiced by the Terminal Operator, then the Owner shall give to the Terminal Operator notice in writing of such dispute within 14 days of the date of the relevant invoice. Within such notice the Owner shall (a) state the disputed amount; and (b) set out in reasonable detail why such amount of the relevant invoice is disputed. In any event the Owner shall not withhold payment for any undisputed proportion of the relevant invoice. If the Owner does not give notice of disputed charges within the timescale stated in this Clause 21.3 or does not make a payment of the undisputed proportion of the relevant invoice by the due date, then the Owner shall pay the Terminal Operator interest on charges in accordance with Clause 21.2.
- 21.4 Notwithstanding the provisions above, if any Statute or Statutory Instrument shall become compulsorily applicable to the operations and Services performed hereunder, the Owner will reimburse the Terminal Operator any extra cost to the Terminal Operator occasioned thereby for the duration that such Statute or Statutory Instrument shall apply or until such time as the said extra costs shall be incorporated in the operational charges.
- 21.5 The Terminal Operator reserves the right to require the Owner to pay a deposit equal to such percentage as the Terminal Operator may in its absolute discretion determine (up to 100%) of the estimated total charges for the Services to be performed or provided before the commencement of Services. Such deposit shall be payable on demand and, failing receipt of which, such Services will not be commenced. In addition, the Terminal Operator reserves the right not to commence/continue Services in the event that any charges payable to the Terminal Operator have not been paid.
- 21.6 To the extent that VAT or any tax in substitution therefor ("VAT") is or becomes payable on any charges payable hereunder, the Owner shall pay such VAT to the Terminal Operator as invoiced by the Terminal Operator at the appropriate rate.

22. RENT CHARGES

22.1 Laden Containers

- 22.1.1 All laden containers received or discharged onto the Terminal shall be permitted to remain on the Terminal free of charge for such periods (if any) as specified from time to time by the Terminal Operator ("the Free Period").
- 22.1.2 All laden containers remaining on the Terminal after expiry of the Free Period (if any) shall be subject to a Rent Charge as specified from time to time by the Terminal Operator. Such Rent Charge, payable by the Owner, shall apply until the relevant laden container is either delivered from the Terminal or loaded onto a Vessel.
- 22.1.3 The Terminal Operator may in its absolute discretion, and notwithstanding Clause 22.1.1, give notice at any time to the Owner requiring the Owner to remove any laden containers from the Terminal within a specified time.

Failing such removal, the Terminal Operator's rights shall include but will not be limited to refusing to accept thenceforth from the Owner any further laden containers onto the Terminal, the imposition of a failed collection premium on the Rent Charges, and rights of sale and disposal pursuant to statute or otherwise.

22.2 **Empty Containers**

22.2.1 All empty containers received or discharged onto the Terminal (including a laden container which has been discharged and then stripped) shall incur a Rent Charge as specified from time to time by the Terminal Operator. Such Rent Charge, payable by the Shipowner, shall apply from the date that the relevant empty container is received or discharged up to and including the date on which the empty container is delivered from the Terminal or loaded onto a Vessel.

22.2.2 The Terminal Operator may provide for the Shipowner a free storage allowance at the Terminal for such number of empty containers at any one time as may be agreed from time to time in writing with the Terminal Operator. Rent Charges in respect of the storage of empty containers on the Terminal, excluding those within the free storage allowance (if any), shall be charged to the Shipowner on a monthly basis at such rates relating thereto as are in force from time to time.

22.2.3 The Terminal Operator may in its absolute discretion, and notwithstanding Clause 22.2.2, give notice at any time to the Shipowner revoking such free storage allowance and/or requiring the Shipowner to remove any empty containers from the Terminal within a specified time. Failing such removal, the Terminal Operator's rights shall include but will not be limited to refusing to accept thenceforth from the Shipowner any further empty containers onto the Terminal, the imposition of a failed collection premium on the Rent Charges, and rights of sale and disposal pursuant to statute or otherwise.

22.3 **Uncontainerised Cargo**

22.3.1 All uncontainerised cargo received, unpacked or discharged onto the Terminal shall be permitted to remain on the Terminal free of charge for such periods (if any) as specified from time to time by the Terminal Operator ("the Free Period").

22.3.2 All uncontainerised cargo remaining on the Terminal after expiry of the Free Period (if any) shall be subject to a Rent Charge as specified from time to time by the Terminal Operator. Such Rent Charge, payable by the Cargo Owner, shall apply until the relevant uncontainerised cargo is packed into a container, delivered from the Terminal or loaded onto a Vessel.

22.3.3 The Terminal Operator may in its absolute discretion, and notwithstanding Clause 22.3.1, give notice at any time to the Owner requiring the Owner to remove any uncontainerised cargo from the Terminal within a specified time. Failing such removal, the Terminal Operator's rights shall include but will not be limited to refusing to accept thenceforth from the Owner any further uncontainerised cargo onto the Terminal, the imposition of a failed collection premium on the Rent Charges, and rights of sale and disposal pursuant to

statute or otherwise.

- 22.4 The Terminal Operator reserves the right not to deliver, pack or load any laden container, empty container or uncontainerised cargo until such time as the party responsible for payment of any Rent Charge in respect of such laden container, empty container or uncontainerised cargo has paid the relevant Rent Charge to the Terminal Operator.

23. HARBOUR DUES AND VESSEL CHARGES

- 23.1 Charges in respect of Ship Dues shall be payable by the Shipowner to the relevant Statutory Harbour Authority, unless specified to the contrary from time to time by the Terminal Operator.
- 23.2 Charges in respect of Goods Dues on containers/goods shall be payable by the Shipowner or the Cargo Owner as appropriate to the relevant Statutory Harbour Authority, unless specified to the contrary from time to time by the Terminal Operator.
- 23.4 Charges in respect of all other services provided to Vessels, such as but not limited to line handling, waste reception, towage etc., shall be payable by the Shipowner to the relevant service provider, unless specified to the contrary from time to time by the Terminal Operator, and the Shipowner shall indemnify and hold the Terminal Operator harmless in respect of all liability to pay such third party service charges.

24. LIEN ON GOODS

- 24.1 The Terminal Operator shall be entitled to refuse to allow containers/goods discharged from a Vessel or received at the Terminal, to leave the Terminal until (i) all charges claimed by the Terminal Operator for cargo handling services whether in relation to that container/goods (whenever performed) or to other containers/goods of the Owner have been paid or secured to the satisfaction of the Terminal Operator, and (ii) security to the satisfaction of the Terminal Operator has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Owner of those goods (whether or not such claims arise in relation to those goods or any other containers/goods of the Owner).
- 24.2 Without prejudice to the Terminal Operator's rights under Clauses 21.2 and 24.1, all cargo and documents relating thereto, containers and flats shall be subject to a particular and general lien for charges due for the performance or provision of Services by the Terminal Operator. If any such lien is not satisfied within one calendar month after notice has been given to the Shipowner or Cargo Owner as appropriate that such cargo, containers, flats or uncontainerised goods are detained, they may be sold by auction or otherwise disposed of by the Terminal Operator and at the expense of the Shipowner or Cargo Owner as appropriate and the proceeds applied in or towards satisfaction of such lien.

25. BILL OF LADING

- 25.1 The Shipowner shall include in the Shipowner's Bill of Lading regarding conditions for carriage, a provision to ensure that whether or not the Terminal Operator is acting solely for the Shipowner, the Terminal Operator its employees, sub contractors and agents shall have the benefit of all provisions therein (including, without limitation, any liability caps or limitation periods) benefitting the Shipowner and the Terminal Operator hereby accepts such benefit and appoints the Shipowner as the Terminal Operator's agent for the purpose of entering into the contracts of carriage evidenced by the Bill of Lading.
- 25.2 If such Bill of Lading does not so provide as stipulated in Clause 25.1, then the Shipowner shall, without prejudice to any other rights of the Terminal Operator, indemnify the Terminal Operator its employees, sub contractors and agents against all proceedings, claims and expenses (including legal costs on a full indemnity basis) arising out of or consequent on the failure of such Bill of Lading to so provide.

26. RISK AND INSURANCE

All cargo and containers at or on the Terminal are the sole responsibility of the Owner and shall at all times remain at the entire risk of the Owner. The Owner is advised to make appropriate comprehensive insurance arrangements in respect thereof.

27. LIMITATION OF LIABILITY

27.1 The Terminal Operator shall only be liable under these Terms and Conditions for physical loss of or damage to any Vessel or other property of the Shipowner, or to any goods, containers, trailers, or other property of the Cargo Owner and such liability shall only apply to the extent that the loss or damage exceeds £150 per occurrence or incident and is proved to be caused solely by the negligence of the Terminal Operator or its servants, agents, independent contractors or sub-contractors acting in the course of their employment during the performance or provision of the Services, provided that:

27.1.1 The liability of the Terminal Operator shall be limited to the following maximum sterling amounts (or in relation to loss or damage incidents at South Bank Quay Terminal, Dublin, the € Euro equivalent of such limits calculated at the time of such incident):

- (a) For loss of or damage to any vessels of the Shipowner - £1,500,000 per occurrence or incident.
- (b) For loss of and or damage to containers, trailers, or other equipment - to the reasonable cost of repair or replacement (whichever is the lesser) thereof provided that such cost shall be reduced by the following percentages in respect of any such item which has been in use for more than one year:

% Reduction of current

<u>Age of item</u>	<u>replacement value</u>
Within second year	10%
Within third year	20%
Within fourth year	30%
After four years	40%

subject always to a total limitation of the sum of (i) £2000 per dry van/general purpose container/flat, (ii) £2500 per reefer container and (iii) £1.25 per kilogram for any other unit of equipment.

- (c) For any loss of and or damage to goods - £1.25 per kilogram of gross weight of the goods lost or damaged.
- (d) For any loss of and or damage to goods and or containers, trailers, flats or other equipment under sub-clauses (b) and (c) of this Clause - an aggregate amount, subject to the above inner limits, of £150,000 per occurrence.

27.1.2 The Terminal Operator shall be freed and discharged from all liability in respect of any loss or damage to the Vessels or goods or to containers, trailers, flats, equipment or any other matter or thing unless notification of a claim in respect of such loss or damage be made in writing (otherwise than upon any of the Terminal Operator's documents) to the Terminal Operator within thirty days of the date when the Owner has or ought reasonably to have learned of the occurrence causing such loss or damage or from which such loss or damage arose (so as to enable the Terminal Operator to forthwith commence investigations into the alleged loss or damage) and the amount of the said loss or damage be submitted in writing to the Terminal Operator within twelve months after the said occurrence. The Terminal Operator shall in any event be freed and discharged from all liability for any such loss or damage other than in respect of goods unless suit is brought within twelve months of the said occurrence and in this respect time shall be deemed to be of the essence. In the case of loss or damage to any Vessel or any other property of the Shipowner, the Shipowner shall grant full and reasonable facilities to the Company to survey all such loss or damage.

27.1.3 The Terminal Operator shall be discharged from all liability whatsoever in respect of goods unless suit is brought within twelve months of its delivery or of the date when it should have been delivered to the person entitled to delivery thereof under the contract of carriage with the Shipowner and in this respect time shall be deemed to be of the essence. Notwithstanding the above, the Shipowner or Cargo Owner as the case may be shall notify the Terminal Operator of any claim for loss or damage as soon as is reasonably possible.

27.1.4 The Terminal Operator shall not be liable for any physical loss of or damage to containers or cargo or personal injury caused by the improper stowage of cargo in containers stuffed by the Terminal Operator where such improper stowage is due to or arises out of incorrect or negligent instructions given by the Shipowner or the Cargo Owner, their respective servants, agents or independent contractors (other than the Terminal Operator).

27.1.5 The Terminal Operator shall not be responsible for any loss or damage

whatsoever howsoever caused to any reefer container or its contents occasioned by or resulting from any power failure beyond the control of the Terminal Operator, or from any other event not caused by the act or neglect of the Terminal Operator.

- 27.1.6 The Terminal Operator shall in no circumstances be responsible for the VGM Declaration and its accuracy, even if calculated pursuant to the VGM Services, and will have no liability arising out of any inaccuracy of the weighbridge facilities or incorrect operation or calibration thereof, or arising out of any delays in providing the VGM Services including missed and/or delayed shipments.
- 27.1.7 Whilst the Terminal Operator will endeavour to provide 24 hour access to the Community System [▲ DUB] and other E- Systems, it shall have no liability for any total or partial failure, suspension or other malfunction thereof (howsoever caused), including the total or partial failure or suspension of any communication links with those services or systems, nor for any human error on its part, or on the part of its employees, agents or contractors in inputting any information into any electronic service or system operated or managed by the Terminal Operator or its contractors.
- 27.1.8 The Terminal operator shall have no liability for any loss or damage suffered by the Shipowner, the Cargo Owner or their respective employees, servants agents and subcontractors arising from any unauthorised third party access to, breach or corruption of the E- Systems and data or other information contained on such systems or their databases, or of any consequential failure or suspension of the E-Systems including delays to the identification, loading, discharge, clearance or release of containers.
- 27.1.9 Notwithstanding the above, the Terminal Operator shall have the right in any circumstances to elect or to rely on (in the alternative) any relevant statutory provisions providing for limitation or exclusion of liability.
- 27.2 For the avoidance of doubt it is hereby declared that the Terminal Operator's liability in respect of any loss or damage whether in contract or in tort shall not extend outside the minimum and maximum limits specified in Clause 27.1 and the Shipowner and or the Cargo Owner, whichever to be at the discretion of the Terminal Operator, will indemnify the Terminal Operator against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under Clause 27 so far as the amounts so claimed are outside the exclusions or limits prescribed in Clause 27.1.
- 27.3 The Terminal Operator shall not be liable in negligence or otherwise howsoever for indirect or consequential damage, including any claim for loss of use or profits, or for the loss of a particular market, but without prejudice to its liability for direct physical damage.

28. INDEMNITY

- 28.1 The Shipowner or Cargo Owner as the case may be will be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever arising from the use of or presence of the Vessels containers or goods at the Terminal and will indemnify the Terminal Operator against all proceedings claims and expenses (including legal costs on a full indemnity basis) arising out of such use or presence or of any act neglect or default of the master of a Vessel or the Shipowner or Cargo Owner, their respective agents, independent contractors or sub-contractors (other than the Terminal Operator or its employees and/or servants, agents) or their respective servants or of any inherent quality or defect of any cargo, including any misdescription thereof or inaccuracy of the VGM Declaration (even if based on the Terminal Operator's VGM calculations), on the Terminal or on a Vessel.
- 28.2 The Shipowner or Cargo Owner as the case may be will be liable for and will further indemnify the Terminal Operator in respect of all fines, claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by the Terminal Operator, its employees, servants, agents or sub-contractors howsoever caused, even if caused or contributed to by the negligence of the Terminal Operator, which arise out of or in connection with:
- (a) the failure of the Shipowner or Cargo Owner to comply with any of these Terms and Conditions or taking any step which the Terminal Operator shall consider to have been reasonably required to remedy the same or to comply with the requirements of any Regulatory Authority;
 - (b) any act, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Shipowner of Cargo Owner or any other person interested in the goods or Vessel. Any sums payable hereunder shall be chargeable to and payable by the Owner.
- 28.2 The Shipowner or Cargo Owner will also pay to the Terminal Operator compensation for all damage done to, or suffered by, the property or equipment of the Terminal Operator and arising out of or in consequence of any act neglect or default of the Shipowner or Cargo Owner, as appropriate, their respective servants, agents or independent contractors.

29. PROTECTION OF THE TERMINAL OPERATOR'S SERVANTS AND AGENTS

The Terminal Operator's servants and agents shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. The Terminal Operator in undertaking the Services does so on its own behalf and as agent for all its servants and agents.

30. SECURITY

- 30.1 The provision of any security services or anti-terrorist measures in respect of the Vessels shall be the responsibility of the Shipowner.
- 30.2 The Owner shall comply in every respect with the International Ships and Ports

Facility Security Code (“the ISPS Code”) together with all relevant UK and EU Regulations including in particular Regulation 11 of the Ship & Port Facility (Security) Regulations 2004 (SI 2004/1495) as may be amended or updated from time to time, and any instructions or directions issued by any Regulatory Authorities relating to any of the said Regulations, and in particular the Owner shall at all times comply fully with the instructions of the Port Facility Security Officer(s) in accordance with the Port Facility Security Plan and any other such Plan approved from time to time by the Statutory Authority relating to the Terminal and/or any other property of the Terminal Operator adjacent thereto.

- 30.3 The Terminal Operator shall be entitled to charge the Owner an ISPS levy, and further, in the event that ISPS conditions, and/or the level of security threat, at any of the Terminals increases at any time, the Terminal Operator reserves the right to then charge the Owner an additional charge proportional to the increase in port security costs thereby incurred by the Terminal Operator in relation to the performance of the Services.

31. BYELAWS AND REGULATIONS

Use of the Berth, the Terminal and or Services described herein shall be subject to such Statutes Byelaws Regulations and Directions of the Terminal Operator as may be in force from time to time.

32. RELATIONSHIP TO SPECIAL AGREEMENTS

These Terms and Conditions are supplemental to any Special Agreement made between the Terminal Operator and any other party relating to the Services except insofar as is expressly excluded thereby or inconsistent therewith in which event the terms and conditions of such Special Agreement shall prevail.

33. TERMINAL CONTACTS

All enquiries in relation to the Services should be directed to the appropriate personnel at the Terminal, relevant contact details for which may be found on the Website.

34. JURISDICTION

- 34.1 All claims of whatsoever nature in respect of the Services pursuant to these Terms and Conditions shall be determined in accordance with English Law and subject to the exclusive jurisdiction of the Courts of England and Wales, to the exclusion of the jurisdiction of the Courts of any other Country.
- 34.2 Where these Terms and Conditions are silent on the rights and liabilities of the Terminal Operator and/or the Shipowner or Cargo Owner, these shall be determined according to English Law as aforesaid.

35. ALTERATIONS AND VARIATIONS

These Terms and Conditions and the rates and charges agreed or specified in accordance herewith, may be altered or varied at anytime and from time to time in such respects and in such manner as the Terminal Operator may consider desirable.

PRINTED AND PUBLISHED BY:

Peel Ports Group
Maritime Centre
Port of Liverpool
L21 1LA
England

SCHEDULE 1

TERMINALS OPERATED BY PEEL PORTS GROUP

LIVERPOOL

The Mersey Docks and Harbour Company Limited
Maritime Centre
Port of Liverpool
L21 1LA

Company No. 07438262

MANCHESTER

The Manchester Ship Canal Company Limited
Maritime Centre
Port of Liverpool
L21 1LA

Company Number No. 07438096

CLYDEPORT

Clydeport Operations Limited
16 Robertson Street
Glasgow
G2 8DS

Company No. SC134759

DUBLIN

Marine Terminals Limited
South Bank Quay
Pigeon House Road
Ringsend
Dublin 4

Company No. 186300

SHEERNESS

Port of Sheerness Limited
Maritime Centre
Port of Liverpool
L21 1LA

Company No. 02639118

SCHEDULE 2a

TERMINAL WORKING TIMES (CL.11) AND CONTAINER DATA/ DELIVERY PERIODS (CL.18)

LIVERPOOL

(TERMINAL 1 (FORMERLY 'THE ROYAL SEAFORTH CONTAINER TERMINAL' & TERMINAL 2 (FORMERLY 'LIVERPOOL 2 CONTAINER TERMINAL'))

WORKING HOURS:

Loading and Discharging Vessels (Shipwork)

- 0700 Monday to 0700 Saturday (mid week period - normal working hours)
- 0700 Saturday to 0700 Monday (weekend period - overtime hours)
- Bank Holidays: Upon request only and subject to overtime charges

Receiving and Delivery (Logistics)

- 0500 Monday to 0700 Saturday (mid week period - normal working hours)
- 0700 Saturday to 1500 Saturday (weekend period - overtime hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

Other Landside Operations

- 0700 to 1700 Monday to Friday (normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

ADVANCE PERIODS TO PROVIDE:

EDI File: Export Container Details

- Not less than 24 hours (excluding Saturdays, Sundays, Bank and other National Holidays) before Vessel's ETA.

EDI File: Stowage Details

- No later than 12 hours before arrival, or on departure from previous port.

VGM Declaration

- Prior to haulier presenting at Terminal gate, or Terminal will provide VGM (see Clause 9.1.2).

EXPORT CONTAINER DELIVERY CUT-OFF TIME

- 12 hours prior to commencement of Vessel loading

SCHEDULE 2b

TERMINAL WORKING TIMES (CL.11) AND CONTAINER DATA/ DELIVERY PERIODS (CL.18)

MANCHESTER (IRLAM CONTAINER TERMINAL)

WORKING HOURS:

Loading and Discharging Vessels (Shipwork)

- 0700 to 2300 Monday to Friday (mid week period - normal working hours)
- 0700 to 2300 Saturday to Sunday (weekend period - overtime hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: Upon request only and subject to overtime charges

Receiving and Delivery (Logistics)

- 0700 to 1900 Monday to Friday (mid week period - normal working hours)
- 0800 to 1200 Saturday (weekend period - overtime hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

ADVANCE PERIODS TO PROVIDE:

VGM Declaration

- Prior to haulier presenting at Terminal gate.

SCHEDULE 2c

TERMINAL WORKING TIMES (CL.11) AND CONTAINER DATA/ DELIVERY PERIODS (CL.18)

CLYDEPORT (GREENOCK OCEAN TERMINAL)

WORKING HOURS:

Loading and Discharging Vessels (Shipwork)

- 0800 to 2100 Monday to Thursday (mid week period - normal working hours)
- 0700 to 1900 Friday (mid week period - normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: Upon request only and subject to overtime charges

Receiving and Delivery (Logistics)

- 0800 to 2100 Monday to Thursday (mid week period - normal working hours)
- 0700 to 1900 Friday (mid week period - normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

Other Landside Operations

- 0700 to 1700 Monday to Friday (normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

ADVANCE PERIODS TO PROVIDE:

EDI File: Export Container Details

- Not less than 24 hours (excluding Saturdays, Sundays, Bank and other National Holidays) before Vessel's ETA.

EDI File: Stowage Details

- No later than 12 hours before arrival, or on departure from previous port.

VGM Declaration

- Prior to haulier presenting at Terminal gate, or Terminal will provide VGM (see Clause 9.1.2).

SCHEDULE 2d

TERMINAL WORKING TIMES (CL.11) AND CONTAINER DATA/ DELIVERY PERIODS (CL.18)

DUBLIN (SOUTH BANK QUAY TERMINAL)

WORKING HOURS:

Loading and Discharging Vessels (Shipwork)

- 0700 Monday to 0700 Saturday (mid week period - normal working hours)
- 0700 Saturday to 0700 Monday (weekend period - overtime hours)
- Bank Holidays: Upon request only and subject to overtime charges

Receiving and Delivery (Logistics)

- 0500 to 1900 Monday (mid week period - normal working hours)
- 0600 to 1900 Tuesday to Friday (mid week period - normal working hours)
- 0800 to 1200 Saturday (weekend period - overtime hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

Other Landside Operations

- 0700 to 1700 Monday to Friday (normal working hours)
- At Other Times: Upon request only and subject to overtime charges
- Bank Holidays: No work

ADVANCE PERIODS TO PROVIDE:

EDI File: Export Container Details

- Not less than 24 hours (excluding Saturdays, Sundays, Bank and other National Holidays) before Vessel's ETA.

EDI File: Stowage Details

- No later than 12 hours before arrival, or on departure from previous port.

VGM Declaration

- No later than 24 hours before agreed ETA of the planned departure vessel.

EXPORT CONTAINER DELIVERY CUT-OFF TIME

- 12 hours prior to commencement of Vessel loading

SCHEDULE 2e

TERMINAL WORKING TIMES (CL.11) AND CONTAINER DATA/ DELIVERY PERIODS (CL.18)

SHEERNESS

Enquire with Terminal Manager