



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

THE MERSEY DOCKS AND HARBOUR COMPANY LIMITED

TERMS AND CONDITIONS

FOR

VEHICLE BOOKING SYSTEM

1. Definitions

In these terms and conditions, the words and phrases below have the following meanings:

- 1.1 “Affiliate” means any person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign, including without limitation, subsidiaries, that directly or indirectly control, are controlled by, or are under common control with a party (for which purposes the term ‘control’ shall be as defined in section 450 of the Corporation Taxes Act 2010);
- 1.2 “Data Protection Legislation” means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 2018, 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.
- 1.3 “Goods” means any cargo of whatever nature;
- 1.4 “MDHCL” means The Mersey Docks and Harbour Company Limited;
- 1.5 “Peel Ports Group” means MDHCL and/or any of its Affiliates;
- 1.6 “Terminal” means the Royal Seaforth Container Terminal at the Port of Liverpool;
- 1.7 “Terminal User Terms and Conditions” means the Common User Terms and Conditions for Royal Seaforth Container Terminal or such other such other terms and conditions relating to the use of the Terminal as may be in force from time to time.
- 1.8 “VBS” means the Vehicle Booking System into which our customers, their agents and their employees enter the details of vehicles delivering or collecting Goods to or from the Terminal

2. Conditions of Use

Access to and use of this VBS website and the VBS by you is subject to:

- 2.1 these Terms and Conditions of Use. By accessing and browsing this website or downloading data etc. from this website, you accept without limitation or qualification these Terms and Conditions of Use irrespective of whether or not you choose to register with us. Should you not accept these Terms and Conditions of Use in their entirety, you must leave this website immediately. MDHCL may at any time revise these Terms and Conditions of Use. You are bound by such revisions and should therefore periodically visit to review the current Terms and Conditions of Use; and
- 2.2 the Terminal User Terms and Conditions, which can be found at www.peelports.com or are available on request; and
- 2.3 the Terms of Use of the Peel Ports Group website, which includes, but is not limited to, the Peel Ports Group privacy and cookie policies. Such Terms of Use can be found at www.peelports.com.

3. Access to Password Protected or Secure Areas

- 3.1 Access to and use of password protected and/or secure areas of this website is restricted to authorised users only. Unauthorised individuals attempting to access these areas of the website will be subject to prosecution.
- 3.2 If you receive any user identification code, passwords, PIN Numbers or other information (as the case may be) as part of our website security procedures You must treat such information as confidential. You must not release such information to any third party without MDHCL's written permission.
- 3.3 MDHCL has the right to disable any user identification code, password or other security information (whether chosen by you or allocated by us), at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions of Use and the other applicable terms and conditions.
- 3.4 If you know or suspect that anyone other than you or your servants (or agents or independent contractors permitted to use the VBS on your behalf) knows your user identification code or password or other security information, you must promptly notify us at autogate@peelports.com.

4. Your Responsibilities

- 4.1 You warrant that you and your servants (and those of your agents or independent contractors you may engage) are trained and competent to carry out that tasks at any time assigned to them in relation to the giving of instructions to MDHCL or inputting of any information electronically into the VBS or any other system operated by MDHCL or by members of the Peel Ports Group whether such instruction or input of information is given in writing, verbally or by any electronic means whatsoever. You further warrant that any such persons have full authority to give such instructions or input such information.
- 4.2 You are responsible for ensuring that all persons who access the VBS system through your internet connection and/or on your behalf are aware of these Terms and Conditions of Use and the other applicable terms and conditions, and that they comply with them.
- 4.3 You warrant the accuracy of all information which you (your servants or agents) shall input into the VBS and further warrant that the information shall be input in accordance with MDHCL's VBS User Guide, which can be found at www.peelports.com.
- 4.3 You shall be responsible for the inputting or safekeeping (as the case may be) of any data, figures, passwords, PIN Numbers or other information of any nature entered with the VBS or any other computer or operating system used or operated by MDHCL which might be used to access the VBS or the Terminal or demand or otherwise facilitate the release of any Goods. If MDHCL release or allow the release of the Goods to a party who uses correct data, figures, passwords, PIN Numbers or other information, MDHCL shall be under no liability whatsoever for such release unless it can be shown that MDHCL was negligent in disclosing the data, figures, passwords or other information or in releasing the Goods without proper production of such data, figure, password, PIN Number or other information. The burden of proving MDHC was negligent in the disclosure shall rest with you.

5. MDHCL's Limitation of Liability

- 5.1 MDHCL excludes all liability and responsibility for any amount or type of loss or damage that may be incurred by you or a third party as a result of providing this website or arising out of the use of, inability to use or the results of use of this website, any websites linked to this website, or the materials, content or information contained at any or all such websites, including but not limited to loss or damage due to viruses, distributed denial-of-service attacks or other technically harmful material that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any materials or content from this website or any websites linked to this website.
- 5.2 MDHCL, any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any member of the Peel Ports Group shall not be liable in connection with this website in any way or in connection with the use, inability to use, or the results of use of this website, any websites linked to this website, or the material on such websites, for any loss or damages of any kind howsoever arising, including without limitation, any direct, indirect, incidental, consequential, special, punitive or other damages, any loss of data, profits, income, goodwill, contracts or loss or damages arising from or connected in any way to business interruption and whether or not such loss or damage is foreseeable, known or foreseen or otherwise and whether in tort (including negligence), contract or otherwise.
- 5.3 MDHCL assumes no responsibility, and shall not be liable for any damages whatsoever due to any third party's unjustified access to the website, passwords or data or information on this website.
- 5.4 Nothing in these Terms and Conditions of Use shall exclude or limit MDHCL's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

6. Suspension of Access

Whilst MDHCL endeavours to ensure that this website is normally available 24 hours a day, MDHCL will not be liable if for any reason this website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond MDHCL's control.

7. Privacy Policy

The privacy policy set out in the Terms of Use for the Peel Ports Group website shall apply, and in addition:

- 7.1 MDHCL's purpose for collecting personal information includes provision and administration of the VBS system.
- 7.2 MDHCL will only collect information where it is necessary for it to do so and we will only collect information if it is relevant to our dealings with you.
- 7.3 MDHCL will only keep your information for as long as it is either required to by law or as is relevant for the purposes for which it is collected.

- 7.4 MDHCL will not disclose or share personally identifiable information collected at its website with any other companies or organisations (other than members of the Peel Ports Group) without the informed consent of the person providing the information (except as required by law or pursuant to a government request), unless this is necessary to provide the VBS system.
- 7.5 MDHCL will put in place appropriate technical and security measures to prevent unauthorised or unlawful access to or, accidental loss of or destruction or damage to your information.
- 7.6 MDHCL will use information received in e-mail from individuals only for purposes reasonably related to the subject matter of the communication.

8. Communications

- 8.1 Any communications (other than personally identifiable information, which is covered under the Privacy Policy at clause 7 above), any material and content, information or other communication you transmit, upload or post to this website will be considered non-confidential and non-proprietary and shall become the property of MDHCL and may be used without limitation. You warrant that any such communications comply with any acceptable use policy that may be in use by MDHCL and/or Peel Ports Group from time to time.
- 8.2 You must not transmit any technically harmful communications to or through this website (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or engage in other practices of misuse (including, without limitation, hacking).

9. Change of Information and Services

Information on this website may be changed and updated at any time without prior notice. MDHCL may also make such improvements and changes in the service described in the information at any time without prior notice.

10. Disclaimer

- 10.1 While MDHCL has made every attempt to ensure that the content and/or information contained in this website is accurate and up to date, MDHCL is not responsible or liable for any errors, inaccuracies or omissions from the use of such content and/or information.
- 10.2 MDHCL does not warrant that the material on this website is accurate, complete or up to date. All information on this website is provided "as is" without any conditions, warranties, representations or other terms of any kind.

11. Hyperlinks

Links to third party websites are provided solely as a convenience to you. If you use these links, you will leave this website. When you access a non-Peel Ports Group company website, please understand that it is independent from MDHCL and/or Peel Ports Group and that MDHCL and/or members of the Peel Ports Group have no control over the content of that website. In addition, a link to a non-Peel Ports Group company website does not mean that MDHCL and/or any member of the Peel Ports Group endorses or makes any

representations about them, or any information, software or other products or materials found there or accepts any responsibility for the content or the use of such website. If you decide to access any of the third party websites linked to this website, you do this entirely at your own risk.

12. Copyright

Unless otherwise stated, everything you see or read on this website is protected by copyright and, in some cases, other intellectual property rights and may not be used except as provided in these Terms and Conditions of Use or on the website, without the written permission of MDHCL. MDHCL neither warrants nor represents that your use of material displayed on the website will not infringe rights of third parties. This website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

13. Data Protection

MDHCL may collect and process information relating to you in accordance with the privacy notice which is available on the Peel Ports Group website. Each Party agrees to comply with their respective obligations under the Data Protection Legislation.

14. Law and Jurisdiction

These Terms and Conditions of Use are governed by and construed in accordance with the laws of England and Wales. By accessing this website you agree to accept the exclusive jurisdiction of the English Courts in relation to any dispute that may arise in connection with these Terms and Conditions of Use.