



Clydeport Operations Limited  
**Schedule of Charges and  
Terms & Conditions of Trading**

Operative from:  
**1st July 2018**

**Enquiries regarding accounts and vessel charges quotations should be made to:**

**Finance Department  
Charges Section**

Clydeport Operations Limited  
16 Robertson Street  
GLASGOW  
G2 8DS

**Tel:** 0141 221 8733  
**Fax:** 0141 248 3167

**Enquiries relating to cargo quotations should be made to:**

**Operations Department**

King George V Dock  
GLASGOW  
G51 4SD

**Tel:** 0141 445 2241  
**E-mail:** clydeport@peelports.com

**Enquiries relating to Hunterston cargo quotations should be made to:**

**Operations Department**

Hunterston Terminal  
Fairlie  
KA29 0AZ

**Tel:** 0141 241 8502  
**E-mail:** clydeport@peelports.com

**Enquiries relating to Greenock quotations should be made to:**

**Operations Department**

Greenock Ocean Terminal  
Patrick Street  
Greenock  
PA16 8UU

**Tel:** 01475 726171  
**E-mail:** clydeport@peelports.com

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The Company's Terms and Conditions of Trading, set out on page 13 to 32 shall apply to all transactions between the Company and any third party in accordance with the provisions thereof, save insofar as concerns containers handled at Greenock Ocean Terminal, in respect of which the Company's terms and conditions for such operations are contained in the 'Standard Terms and Conditions for Container Terminals' operated by members of Peel Ports Group.

## Definitions

**“CHARGES”** means Charges, dues, fares, tolls, costs, interest and all other sums of every description due to the Company in respect of Services.

**“COMPANY”** means Clydeport Operations Limited, incorporated under the Companies Acts, and having its Registered Office at 16 Robertson Street, Glasgow G2 8DS and including, where the context so admits, its holding, subsidiary and associated companies, and their successors and assignees from time to time.

**“CONSERVANCY AREA”** means the River Clyde from Albert Bridge, Glasgow to the seaward limits as follows: (a) to the east of the Isle of Arran a line drawn due east and west across the river or Forth of Clyde from the coast of Ayrshire to Corrygills Point on the east coast of the Isle of Arran; and (b) in Kilbrannan Sound, a line drawn due east and west across the river or Forth of Clyde from the north-west coast of the Isle of Arran to the coast of Kintyre, being an extension of a line drawn due east and west from the southernmost point of the island of Little Cumbrae to the northwest coast of the Isle of Arran.

**“CUSTOMER”** means any party contracting with the Company for the Services, including (a) the owner, agent or master of a Vessel, or such other person as the Company may, from time to time, in writing, accept as being in charge of a Vessel, and (b) the original depositor of Goods or the person to whom such Goods have been transferred, in each case jointly and severally.

**“DEADWEIGHT”** means the total weight in tonnes of cargo, fuel, fresh water, stores, crew and passengers carried by the Vessel when loaded to a maximum summer load line, sometimes shown as DW or DWT.

**“DIRECTOR”** means a director of the Company.

**“GOODS”** means any items, substance or property (including grain, fish, livestock and animals of all descriptions) which may be loaded or discharged in the port.

**“GRAIN”** means grain, feeding stuffs and other similar goods.

**“GRANARY MANAGER”** means the manager from time to time of the granary or grain stores (wherever situated) of the Company or such other person as the Company may designate from time to time to be in charge of operations relating to grain.

**“HARBOUR”** means any harbour or berth operated or owned or otherwise under the control of the Company.

**“HARBOUR AREA”** means the area around a harbour owned or under the control of the Company.

**“HARBOUR MASTER”** means the Company’s Harbourmaster or such other employee of the Company as may from time to time perform the role of Harbourmaster.

**“PILOTAGE AREA”** means all areas within the jurisdiction of the Company as defined in the Clyde Port Authority Order 1965 as amended.

**“PORT”** means the River Clyde between Albert Bridge, Glasgow and a line drawn across the River Clyde from the eastern end of the Castle of Newark on the south bank to the mouth of the Cardross Burn on the north bank, or the Port and Harbours of Greenock and Port Glasgow or Hunterston.

**“SERVICES”** means the Services of berthing, unberthing, shifting, loading, discharging, transportation, carriage, warehousing, marine services, pilotage and such other Services as may be provided by the Company from time to time.

**“TERMS”** means the terms and conditions of trading contained in pages 13 to 32 herein, read together with the provision of the Company’s Schedule of Charges in force from time to time.

**“TONNAGE”** means the Vessel’s G.T. ascertained in accordance with Part II of the Merchant Shipping (Tonnage) Regulations 1982 (corresponding to what is known as 1969 Tonnage Regulations). Where the G.T. of the Vessel, ascertained as mentioned above, is not available, dues will be based on an assessment of the G.T. as so ascertained, made by the appropriate officers of the Company. Where in such a case the Vessel’s Certificate of Measurement is not immediately available, or does not clearly indicate the amount to be added under this procedure, the Vessels’ G.T. shall be deemed to be the Tonnage ascertained from the Tonnage Certificate, increased by up to a maximum of 40%. Retrospective adjustment may be made on the full facts being made available.

The G.T. of unregistered Vessels shall have their chargeable Tonnage assessed by the appropriate officers of the Company.

**“VESSEL”** means a ship, boat, raft or water craft of any description and includes non-displacement craft, seaplanes and any other thing constructed or adapted for floating on or being submersed in water (whether permanently or temporarily), and a hovercraft and any other amphibious vehicle.

## SCHEDULE OF CHARGES

### 1. CONSERVANCY CHARGES

- 1.1 Conservancy Charges are payable by all Vessels navigating in any part of the Conservancy Area.
- 1.2 The Customer is liable for Charges in accordance with the table below.
- 1.3 Conservancy Charges will be based on Tonnage.
- 1.4 The arrival and departure of a Vessel shall be treated as one voyage. Vessels moving within the Conservancy Area will be charged for each movement.
- 1.5 Vessels remaining in the Conservancy Area beyond 7 days (except for those stated in Clause 1.6 and those trading within the Conservancy Area) are liable to a further charge of 50% of the scheduled rate for each period of 7 days or part thereof. Charges for Vessels lying-up for extended periods are by arrangement.
- 1.6 The following Vessels are those excepted in terms of Clause 1.5:
  - a) New Vessels, which will be charged when launched or arriving within the Conservancy Area for the first time for each subsequent movement relating to fitting out or trials, and for the final outward voyage.
  - b) Vessels arriving to go into dry dock or undergo repairs.
- 1.7 Vessels belonging to the Northern Lighthouse Board will be exempt from Conservancy Charges.
- 1.8 Charges on oil/gas related platforms and structures are available on application.

<b>Table of Conservancy Charges</b>	<b>Per G.T.</b>
Vessels up to 10,000 G.T.	£0.236
Vessels between 10,001 and 15,000 G.T.	£0.288
Vessels between 15,001 and 25,000 G.T.	£0.319
Vessels between 25,001 and 40,000 G.T.	£0.362
Vessels between 40,001 and 60,000 G.T.	£0.513
Vessels between 60,001 and 80,000 GT	£0.537
Vessels over 80,000 G.T.	
(Minimum charge per voyage £50.00)	£0.589
<b>(Minimum charge per voyage £50.00)</b>	

### 2. VESSEL DUES (SHIPS DUES)

- 2.1 Charges on Vessels are payable by all Vessels entering the Port.
- 2.2 Charges will be calculated on the basis of Tonnage in accordance with Schedule A, Schedule B or Schedule C (as appropriate). Vessel dues for Hunterston will be provided on application.
- 2.3 The arrival and departure of a Vessel shall be treated as one voyage.
- 2.4 Vessels remaining in Port are liable to a further charge, in accordance with Schedule C.
- 2.5 If, after leaving Port, a Vessel which has incurred Charges is immediately obliged to return and re-enter the Port by reason of stress of weather or such other cause as may be adjudged by the Company as sufficient no further charge will be made.
- 2.6 Vessels belonging to the Northern Lighthouse Board will be exempt from Vessel Dues.

#### Schedule A

Per G.T.

On all Vessels entering the Port to load or discharge cargo:

Vessels up to 3,500 G.T.	£2.261
Vessels between 3,501 and 8,000 G.T.	£2.644
Vessels between 8,001 and 16,000 G.T.	£2.956
Vessels over 16,000 G.T.	£3.164

- 2.A.1 The charge for Vessels entering the Port to discharge and load cargo will be liable for the above rates + 25%.
- 2.A.2 Minimum charge per voyage £100.00.

**Schedule B**

Charges on the following Vessels:	<b>Per G.T.</b>
1. All new Vessels	£1.181
a) launched or coming into the Port for the first time from any shipbuilding yard, graving dock or other works; or	
b) arriving in Port to be fitted out; or	
c) proceeding to and returning from trials per round trip; or	
d) final outward voyage	
2. Vessels which call at the Port in order to go into dry dock or to undergo repairs with the Port	£1.181
3. Vessels in ballast that come into the Port to lie up or to be broken up	£1.181
4. Vessels that call at the Port only to take on stores, bunkers or ballast for their own use, and which do not remain longer than 24 hours within the Port.	£1.181
2.B.1 Non-trading Vessels moving within the Port shall be charged at the rate of £0.59 per G.T. on each movement.	
2.B.2 Minimum charge per voyage £100.00.	

**Schedule C**

In addition to the Charges authorised under Schedules A and B, the following berth Charges shall be levied:

2.C.1 All Vessels (except those after-mentioned) are allowed 7 days from the date of arrival in the Port, thereafter per week or portion thereof there will be a charge of £0.48 per G.T.
2.C.2 Vessels coming into the Port to lie up are charged £0.48 per G.T. per week or portion of a week from date of arrival.
2.C.3 Vessels that call at the Port only to take on stores, bunkers and ballast for their own use which remain longer than 24 hours, shall be charged £0.48 per G.T. per week or portion thereof from date of arrival.
2.C.4 Vessels fitting out or repairing will, from date of arrival, be charged £0.48 per G.T. per week or portion thereof (time in graving docks excepted).

**3. CHARGES ON GOODS**

- 3.1 Charges on Goods are payable in respect of all Goods loaded or discharged in the Port.
- 3.2 The Customer is liable for the Charges thereon.
- 3.3 Charges are payable before the removal from the Port of any Goods.
- 3.4 Goods imported into or exported from the Port whether or not discharged/loaded at a Company quay are subject to the appropriate Goods charge.
- 3.5 Where any Goods are not listed in the following schedule, the Charges will be as for the Goods listed which most nearly resemble them in nature, packing and quality. Provided that where the Company considers that no such comparison is feasible, the Charges will be as for "all commodities".
- 3.6 Charges on Goods loaded and discharged from places within the Port will be given a reduction of 40%.

Table of Charges on Goods	Charge per Tonne
All commodities, with the exception of:	<b>£11.80</b>
<b>Group 1</b> Oils Malt Structural Steel Pipes and Tubes	<b>£8.43</b>
<b>Group 2</b> Sugar Molasses Cereals Fertilisers Fish and Vegetable Oil (unrefined) Soya Beans Forest Products Iron and Steel Plate, Coils Angles and Bars Cement	<b>£5.28</b>
<b>Group 3</b> Scrap Pig Iron	<b>£2.60</b>
<b>Group 4</b> Coal and Coke (except Hunterston) Aggregates Sand Salt Sulphur	<b>£1.52</b>

**4. PILOTAGE**

Charges for the Services of a pilot shall be based on Tonnage.

From 1 January 2013 all pilotage charges have include a Pilots National Pension Fund (PNPF) supplement; the supplement was introduced by many ports across the Ports sector as a consequence of having to fund the significant deficit in the PNPF. From 1 January 2018 a supplement of 20% will be applied to all acts of pilotage. This charge is kept under regular review.

**RIVER / FINNART**

For pilotage of Vessels:

- a) From Glasgow, or from any place between Glasgow and Dumbuck Light to Port Glasgow, Greenock, the Anchorage Area or the upper pilotage district limit west of Kempock Point, or vice versa; and
- b) From any place east of Shieldhall East Light to any place west of Duntocher Light, or vice versa; and
- c) From any place north of Portdornaige Light in Loch Long to the Anchorage Area or the upper pilotage district limit west of Kempock Point, or vice versa.

Under 250 G.T.	£282.19
250 and under 500 G.T.	£363.38
500 and under 1,000 G.T.	£443.28
1,000 and under 1,500 G.T.	£498.64
1,500 and under 2,000 G.T.	£551.95
2,000 and under 3,000 G.T.	£605.95
3,000 and under 4,000 G.T.	£659.98
4,000 and under 5,000 G.T.	£713.69
5,000 and under 6,000 G.T.	£767.89

For every additional 1,000 G.T. or part thereof up to 10,000 G.T. £53.80

For every additional 1,000 G.T. or part thereof up to 50,000 G.T. £27.73

For every additional 1,000 G.T. or part thereof above 50,000 G.T. £53.80

All Vessels incurring any of the above rates and requiring to be docked or undocked at any of the docks or basins at Greenock or Port Glasgow shall, in addition, be charged on half of the appropriate rate for a shift.

**Firth of Clyde**

For the pilotage of Vessels from the Lower Boarding and Landing area off Little Cumbrae Island to the upper district limit west of Kempock Point, or to any place in the lower pilotage district, including Loch Fyne, Loch Striven, Rothesay Sound and the Largs Channel, and vice versa; if the total distance exceeds eight nautical miles, the following rates shall be charged on the G.T.

Under 1,500 G.T.	£575.32
1,500 and under 2,000 G.T.	£609.73
2,000 and under 3,000 G.T.	£644.53
3,000 and under 4,000 G.T.	£681.52
4,000 and under 5,000 G.T.	£716.69

For every additional 1,000 G.T. or part thereof up to 50,000 G.T. £35.14  
For every additional 1,000 G.T. or part thereof above 50,000 G.T. £69.95

**Sectional Pilotage**

For pilotage of Vessels:

- a) From any place between Glasgow and Duntocher Light to any place between Duntocher Light and Dumbuck Light, or vice versa; or
- b) From any place between Dumbuck Light and Estuary Tower to the Anchorage Area of the upper pilotage district limit west of Kempock Point, or vice versa; or
- c) From the Anchorage Area or the upper pilotage district limit west of Kempock Point to any place within the Holy Loch or south of Portdornaige Light in Loch Long, or north of Rosneath Point including the Gareloch, or vice versa; or
- d) From the Lower Boarding and Landing Area off Little Cumbrae Island directly via the Largs Channel, and to Ardrossan Harbour, or vice versa.

Under 250 G.T.	£203.16
250 and under 500 G.T.	£228.16
500 and under 1,000 G.T.	£252.62
1,000 and under 1,500 G.T.	£277.66
1,500 and under 2,000 G.T.	£302.74
2,000 and under 3,000 G.T.	£327.72
3,000 and under 4,000 G.T.	£351.44
4,000 and under 5,000 G.T.	£377.52

For every additional 1,000 G.T. or part thereof up to 50,000 G.T. £24.74

For every additional 1,000 G.T. or part thereof above 50,000 G.T. £37.27

**Shifting**

For pilotage of Vessels:

- a) From any place to any other place between Glasgow and Duntocher Light; or
- b) From any place to any other place, both between Duntocher Light and Dumbuck Light; or
- c) From the upper pilotage district limit west of Kempock Point to the Anchorage Area, or vice versa; or from Port Glasgow to Greenock, or vice versa; or at Port Glasgow, Greenock, the Anchorage Area or north of Rosneath Point, including Gareloch, or within the Holy Loch or Lower Loch Long south of Portdornaige Light, or Upper Loch Long north of Portdornaige Light or within Ardrossan Harbour.

Under 2,000 G.T.	£143.89
2,000 and under 3,000 G.T.	£169.63
3,000 and under 4,000 G.T.	£194.14
4,000 and under 5,000 G.T.	£219.70

For every additional 1,000 G.T. or part thereof £24.47

**Pilotage Exemption**

Where a pilotage exemption certificate is held, a usage charge of 20% of the appropriate pilotage rate is payable on all vessels with the exception of Ferries.

Where a ferry is operated by a PEC holder a usage charge of 2% of the appropriate pilotage rate is payable per movement.

**Boarding & Landing**

The following Charges, based upon Tonnage, shall be made for boarding pilots on Vessels and then landing pilots from Vessels.

- a) Within the anchorage area bounded on the west by a line joining Baron's Point and Cloch Point:

Under 1,000 G.T.	£229.76
1,000 and under 5,000 G.T.	£303.78
5,000 G.T. and over	£382.82

All other places within the Conservancy Area:

Under 750 G.T.	£275.17
750 and under 1,000 G.T.	£420.41
1,000 and under 5,000 G.T.	£534.48
5,000 and under 10,000 G.T.	£650.70
10,000 and under 15,000 G.T.	£802.99
15,000 and under 20,000 G.T.	£985.70
20,000 and under 25,000 G.T.	£1,146.82
25,000 and under 30,000 G.T.	£1,337.69
30,000 and under 40,000 G.T.	£1,528.94
40,000 and under 50,000 G.T.	£1,720.25
50,000 and under 75,000 G.T.	£1,911.62
75,000 and under 100,000 G.T.	£2,102.21
100,000 G.T. and over	£2,294.27

Charges for other Services can be had on application.

**5. SUNDRY CHARGES**

- 5.1 Charges for water shall be payable at the rate of £4.16 per tonne. There will be a minimum charge for a single supply of water to a Vessel of £100.00.

A standard connection charge of £75 will be applied to all supplies of water based on Mon – Fri 0800 – 1700, thereafter supplies out of hours or at weekends will incur an additional premium of £75.

- 5.2 Charges for weighing – on application.

- 5.3 Charges for Glasgow Harbour Boatmen – on application.

- 5.4 Port Waste Reception Facilities Mandatory Charges for Clydeport Berths

	<b>Per visit</b>
Vessels up to 2,000 G.T.	£57.67
Vessels over 2,000 G.T.	£88.87

Charges for Clydeport Berths in Rothesay Dock, James Watt Dock, Great Harbour and Victoria Harbour are on application to the appropriate contact from the list below.

Where a vessel requires more than one skip then the owners/agents/masters should contact the Port/Terminal/Berth Operators for the cost of additional skips.



**PORT WASTE RECEPTION FACILITIES REGULATIONS 2003**

These regulations place requirements on ships to notify Ports, Terminal and Berth Operators within Clydeport Operations Limited’s Conservancy Area, in advance of their arrival, of the type and quantities of waste onboard, deliver waste to the reception facilities provided before leaving the Port/Terminal/Berth, and pay a mandatory charge to contribute to the cost of providing waste reception facilities.

Clydeport Operations Limited require all vessels to notify by facsimile or e-mail the appropriate Operations Manager or independent Berth Operator at least 24 hours in advance of arrival. For details refer to Clydeport Operations Limited Notice to Mariners issued from time to time.

**Clydeport contacts are as follows:**

Berth	Contact Tel No	Fax No	E-mail address
Hunterston Bulk Terminal	01475 565210	01475 568285	portwaste@peelports.com
Greenock Ocean Terminal	01475 726171	01475 888130	portwaste@peelports.com
King George V Dock/ Shieldhall Quay Berth 2	0141 445 2241	0141 445 2791	portwaste@peelports.com
Other Clydeport Greenock Berths	01475 726221	01475 727006	portwaste@peelports.com
Clydeport Berths in Rothesay Dock	01475 726221	01475 727006	portwaste@peelports.com

Vessels bound for other berths that are not listed above are to contact the Harbour Master at Estuary Control:

**Fax No:** 01475 727006,  
**E-mail:** estuary.tower@peelports.com

**FAILURE TO COMPLY WITH THE REGULATIONS WILL RESULT IN VESSELS BEING REPORTED TO THE MCA.**



**Exemptions**

Vessels can apply for an exemption to notify/offload and charges. Applications must be made to the MCA and information can be obtained from MGN 259.

Clydeport Operations Limited must be notified of the details of any exempted vessels, allied with proof of exemption.

5.5	Port Environmental Charges	
	All vessels with the exception of Tankers	Per G.T £0.01
	Tankers	£0.02
5.6	Port Administration Charge shall be payable at a rate of £20 per vessel entering the Conservancy Area	
5.7	Vessel Bunkering Charge	Per Road Tanker
	Any vessel bunkering fuel /oil by road in a Clydeport Port	£100.00
	Any vessel disposing of fuel /oil /sludge by road in a Clydeport Port	£75.00



## TERMS & CONDITIONS OF TRADING

### SECTION 1

#### GENERAL CONDITIONS

##### 1. Application of the Terms

- 1.1 The provisions of the Clyde Port Authority Orders 1965 to 1992, and of all statutes applicable to the provision of the Services by the Company and of the Company's byelaws, directions, rules and regulations, and this Section 1 of the Terms shall apply to all Services, together with the section(s), if any, of the Terms which apply specifically to the type of Service provided.
- 1.2 The Terms may be altered by the Company from time to time, but only in writing by a Director or other authorised employee of the Company.
- 1.3 In the event of a conflict between the Company's byelaws, directions, rules and regulations and the Terms, the provision of the byelaws, directions, rules and regulations as the case may be shall apply.
- 1.4 In the event of a conflict between this Section 1 and the section which applies specifically to the type of Service, the specific section shall apply.
- 1.5 The Company will not be bound by any standard or printed terms or conditions provided by the Customer in any manner, unless the Customer specifically states in writing, separately from such terms or conditions, to apply and a Director in writing accepts such notification.
- 1.6 The definitions on pages 1 and 2 apply to all sections of these Terms & Conditions of Trading.

##### 2. Provision of Services

- 2.1 The Company may provide the Services or may procure that the Services are provided by:
- 2.1.1 Another company within the Group of Companies, of which the Company is part; or
- 2.1.2 A successor or assignee or subcontractor of the Company.

- 2.2 In the event of any specific or ascertained part of any Goods in respect of which the Company is requested to provide the Services, having a value in excess of one million pounds sterling (£1 million), the Customer shall so advise the Company prior to the provision of the Services in respect thereof.

##### 3. Charges

- 3.1 The Charges for the Services shall be those quoted in writing to the Customer or, if no Charges have been quoted, or a quote is no longer valid, the Company's standard Charges applying at the time the Services are provided.
- 3.2 The Company's standard Charges are as set out or referred to in the Company's Schedule of Charges in force from time to time and the Company is entitled to vary the standard Charges at any time, without notice.
- 3.3 All Charges are exclusive of any applicable Value Added Tax or similar tax that the Customer shall be liable to pay to the Company in addition to the Charges.
- 3.4 If the Company incurs additional or abnormal costs in providing the Services in accordance with the following sections of these terms, those costs shall be payable by the Customer in addition to the Charges.
- 3.5 Any Vessel that remains in the harbour, following completion of loading or unloading, may be charged on the basis of the Company's standard Charges, and the Customer shall be liable to pay such Charges to the Company.

##### 4. Payment

- 4.1 Subject to any written agreement between the Company and the Customer, and subject to Clause 3 and 5.2 of this section, the Charges are due and payable within 21 days of the date of the invoice in respect of same, or within such other period as may have been agreed in writing between the Company and the Customer.
- 4.2 In the event that the Charges are not settled in full within the agreed timescale, the Company may:
- 4.2.1 Charge the Customer interest (both before and after judgement) on the amount unpaid from time to time at the rate of 4% per annum above the base lending rate of the Clydesdale Bank PLC applying from time to time, from the date the amount unpaid falls due until paid; and/or

- 4.2.2 Appropriate any payment made by the Customer to such Services as the Company thinks fit (notwithstanding any purported appropriation by the Customer); and/or
- 4.2.3 Recover from the Customer all costs incurred by the Company in attempting to recover the Charges due by the Customer to the Company; and/or
- 4.2.4 Suspend provision of the Services and/or require advance payment in respect of any future Services.
- 4.3 The Customer must pay all Charges in full without deduction or set off.

**5. Cancellation**

- 5.1 In the event that the Customer cancels the Services at any time, the Company may recover from the Customer or its agent the full Charges due to it by the Customer (either as agreed between the parties or in accordance with Clause 3 of this section) or such lesser amount as the Company in its sole discretion may decide.
- 5.2 In the event of:
  - 5.2.1 Any default of the Customer in respect of the Terms; or
  - 5.2.2 The Customer (being a body corporate) having a petition presented for its liquidation or administration (otherwise than a voluntary liquidation for the purpose of amalgamation or reconstruction), having a receiver appointed over any of its assets or undertakings, or becoming subject to any other insolvency proceedings or process (formal or informal); or
  - 5.2.3 The Customer (being an individual or partnership) becoming apparently insolvent, bankrupt or granting a trust deed for its creditors; or
  - 5.2.4 The Customer making any composition with its creditors or ceasing or threatening to cease carrying on business (or any part of its business to which the Services relate); or
  - 5.2.5 The Company reasonably apprehending that any of the above mentioned events is about to occur in relation to the Customer and notifying the Customer accordingly;

Then, without prejudice to any other right or remedy available to the Company, the Company may cancel the Services or suspend any further Services without any liability to the Customer. If the Services have been provided but not paid

for, the Charges in respect of those Services shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary and if the Customer fails to so pay the Charges the Company shall be entitled to exercise all or any of the remedies competent to it pursuant to the Terms (including the lien conferred in Clause 6 of this section). This condition shall apply equally against the Customer and any trustee, supervisor, receiver, liquidator or administrator of the Customer.

**6. Lien**

- 6.1 The Company has a lien over the property (including the Goods) of the Customer in the possession of the Company for all Charges due and/or damages caused by the Customer to the Company, or its property. If such Charges and/or damages are not settled within seven days of the due date for payment, the Company may sell such property as it thinks fit and shall apply the proceeds of sale in and towards satisfaction of the cost of the sale and outstanding Charges, and/or damages.

**7. Warranties & Indemnities**

- 7.1 The Customer warrants that it has full power to enter into an arrangement to obtain the Services and to be bound by these Terms, either to itself or as agent for a principal.

**8. Limitation of Liability**

- 8.1 The Company shall only be liable under these Terms for physical loss of, or damage to, any Vessel or other property of any shipowner, or to any goods (including Ro/Ro traffic), containers, trailers, chassis, or other property of any owner of cargo, 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 Company or its servants, agents, independent contractors or subcontractors acting in the course of their employment during the performance of provision of the Services, proved that:
  - 8.1.1 The liability of the Company shall be limited to the following amounts:
    - a) For loss of or damage to any vessels of a shipowner - £1,500,000 per occurrence or incident.
    - b) For loss of and or damage to containers, trailers, chassis 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.

<b>Age of Item</b>	<b>% Reduction of current replacement value</b>
Within second year	10%
Within third year	20%
	(other than the Company).
Within fourth year	30%
After four years	40%

c) For any loss of and or damage to goods - £1.25 per kilo of gross weight of goods lost or damaged.

d) For any loss of and or damage to goods (including Ro/Ro traffic) and or containers, trailers, chassis or other equipment under sub-clause (b) and (c) of this Clause – an aggregate amount of £150,000 per occurrence.

8.1.2 The Company shall be freed and discharged from all liability in respect of any loss or damage to any vessels or goods (including Ro/Ro traffic) or to containers, trailers, chassis 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 Company's documents) to the Company within thirty days of the occurrence causing such loss or damage or from which such loss or damage arose (so as to enable the Company 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 Company within twelve months after the said occurrence.

The Company shall in any event be freed and discharged from all liability for any such loss or damage other than in respect of goods (including Ro/Ro traffic) 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 a shipowner, the shipowner shall grant full and reasonable facilities to the Company to survey all such loss or damage.

8.1.3 The Company shall be discharged from all liability whatsoever in respect of goods (including Ro/Ro traffic) 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 shipowners 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 Company of any claim for loss or damage as soon as is reasonably possible.

8.1.4 The Company 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 Company 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

8.1.5 Notwithstanding the above, the Company 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.

8.1.6 For the avoidance of doubt, it is hereby declared that the Company'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 8.1 of this Section and the shipowner and or the cargo owner, whichever to be at the discretion of the Terminal Operator, will indemnify the Company against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under the said Clause 8, so far as the amounts so claimed are outside the exclusions or limits prescribed in the said Clause 8.

8.1.7 The Company 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.

**INDEMNITY**

8.1.8 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 (including Ro/Ro traffic), and will indemnify the Company 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 subcontractors (other than the Company or its employees and/or servants, agents) or their respective servants or of any inherent quality of defect of any cargo on the Company's Dock Estate or on a Vessel.

The shipowner or cargo owner will also pay to the Company compensation for all damage done to, or suffered by, the property or equipment of the Company and arising out of or in consequence of any act neglect or default of the ship owner or cargo owner, as appropriate, their respective servants agents or independent contractors.

## Section 1: General Conditions

- 8.2 The Company shall not be liable to the Customer or be deemed to be in breach of any agreement between the Company and the Customer, by reasons of any delay in performing, or any failure to perform or to perform properly, any of the Company's obligations in relation to the Services, if the delay or failure was due to any Force Majeure event which, without prejudices to the generality of the foregoing, includes but is not limited to:
- 8.2.1 Act of God, inclement weather, epidemics, explosion, flood, tempest, fire or accident.
- 8.2.2 War (declared or undeclared) or threat of war, war-like actions, sabotage, terrorism, piracy, insurrection, civil disturbance or requisition.
- 8.2.3 Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- 8.2.4 Import or export regulations or embargoes.
- 8.2.5 Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).
- 8.2.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- 8.2.7 Power failure or breakdown in machinery; or
- 8.2.8 Pests, insects or vermin or;
- 8.2.9 Any other cause beyond the Company's reasonable control, which makes performance of the obligations under these Terms impossible.
- 8.3 Any error or omission in the standard Charges or in any promotional literature, quotation, invoice or other document issued by the Company, shall be subject to correction, without liability on the part of the Company.
- 8.4 The Customer shall be liable for any damage caused to the Company's equipment, caused by the condition or quality of the Goods or by any foreign or extraneous material within the Goods.
- 8.5 The Customer shall be responsible for complying with good practice and with the provisions of any licence or permission granted to the Company from time to time in respect of the storage or handling of Goods that have been notified to the Customer and, in particular, for carrying out such temperature or other monitoring as may be necessary or desirable to prevent combustion, heating or other damage to the Goods.
- 8.6 In the event that the Goods comprise or include asbestos or nuclear or radioactive material, the following provisions shall apply:

## Section 1: General Conditions

- 8.6.1 The Customer shall be obliged to provide to the Company full details of the nature and content of the Goods, and any particular requirements for storage or handling of the Goods.
- 8.6.2 Without prejudice to any other provisions of these Terms, the Company shall be entitled to refuse to provide the Services, subject to such terms and conditions as it may think fit.
- 8.6.3 The Company shall not be liable for any loss, damage, costs, expenses or other claims in respect of such Goods, and the Customer shall free, relieve and indemnify the Company in respect thereof, and
- 8.6.4 The Customer shall, and by acceptance of these Terms, does hereby indemnify the Company in respect of any loss, injury or damage suffered by the Company, it's agents, contractors or employees, and by any third party, in respect of the provision of the Services by the Company in respect of such Goods.
- 9. Reservation of Rights**
- 9.1 The Company reserves the right to refuse to provide the Services for any reason (including, without prejudice to the foregoing generality and weather conditions) or to provide the Services at such times and/or subject to such further conditions as the Company may in its sole discretion impose.
- 9.2 In the event of any movement of a Vessel leading to a closure of the river (or part thereof) to other Vessels, the Company shall be entitled to impose an enhanced level of charge on the Vessel whose movement has resulted in such closure.
- 10. General**
- 10.1 Production of Certificate of Registry/Measurement. The Master of every registered Vessel shall, on demand, produce the certificate of registry/measurement of such Vessel.
- 10.2 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing, addressed to that other party at its' registered office or principal place of business, or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.3 The headings appearing in the Terms are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of the Terms.
- 10.4 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, then such provision will be deemed to be stricken and the validity of the remainder of the provision in question (if any) and of the other provisions of these Terms shall continue in full force and effect.

## Section 1: General Conditions

10.5 Nothing in the relationship between the Company and the Customer under the Terms, or any agreement between the Customer and the Company incorporating the Terms (in whole or part), constitutes a partnership and further does not confer upon the Customer any rights of property, occupation, or security of tenure in respect of the equipment facilities or any other property of or under the control of the Company.

10.6 The Company may collect and process information relating to the Customer or Shipowner in accordance with the privacy notice which is available on the Peel Ports Group website. Each Party agrees to comply their respective obligations under the Data Protection Legislation. For the purposes of this clause 10.6, "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.

### 11. Waiver

11.1 No failure forbearance or delay by the Company to enforce or otherwise require performance of any of the provisions of these Terms, or of an agreement between the Customer and the Company incorporating the Terms (in whole or part), shall be or be construed as a waiver of the Company's rights.

11.2 No actual, deemed or implied waiver by the Company of any breach by the Customer of the Terms or of any such agreement between the Customer and the Company shall be considered as a waiver of any prior, concurrent or subsequent breach of the same or any other provision.

### 12. Dispute Resolution and Governing Law

12.1 Any dispute arising under or in connection with these Terms may be referred to arbitration by a single arbiter appointed by agreement or (in default within 5 business days of request) nominated on the application of either party by the president for the time being of the Law Society of Scotland and the decree or decrees arbitral of such arbiter, interim or final, shall be conclusive and binding on all concerned (and shall be registered in the Books of Council & Session for preservation and execution) and, in the event of such referral, the application of section 3 of the Administration of Justice (Scotland) Act 1972 is expressly excluded.

12.2 The Terms and any agreement between the Company and the Customer incorporating the Terms (in whole or part) shall be governed by the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts.

## Section 2: Dock Operations Loading

### SECTION 2

#### DOCK OPERATIONS : LOADING

##### 1. Application of this Section

1.1 This section applies to the provision of loading Services.

##### 2. Customer's Obligations

2.1 When a Customer delivers Goods to the Company for loading, it will ensure that:

2.1.1 The Goods are deposited at a location previously agreed by the Company.

2.1.2 The Goods are accompanied by a National Standard Shipping Note stating the verified gross weight of the Goods (which shall not be in excess of 30 tonnes without the prior consent of the Company).

2.1.3 It has packed the Goods in a manner suitable to protect the Goods pending and during loading.

2.1.4 It has clearly identified, immediately below the ship mark, each package of the consignment by marking on it the nature of the contents, the package number and the port of discharge, in characters not less than 10 cm in height.

2.1.5 It has complied with all Customs & Excise formalities, and has provided the Company with such evidence as the Company may require in this respect.

2.1.6 It has verified that the Vessel to receive the Goods will accept the Goods within a period of 7 days (or for such other period as the Company may agree in writing) from the date the Goods are delivered to the Company and,

2.1.7 Notification for acceptance in respect of all dangerous substances (as defined by the Code of the International Maritime Organisation) is timeously given to the Harbourmaster in terms of the Health & Safety (Dangerous Substances in Harbours) Regulations 1987, and the Customer shall comply in all respects with the said Code, or the directions of the Harbourmaster in respect of such substances.

2.2 Unless otherwise agreed in writing between the parties, the Company shall only be liable for the Goods while they are in the course of being loaded. Prior to the commencement of loading, and after loading is complete, the Company shall have no liability for the Goods.

### 3. Company's Rights

- 3.1 If the Customer fails to specify the gross weight of the Goods or if the Company wishes to verify the weight or the bulk of the Goods, the Company may weigh or measure the Goods, and the weights or bulk of the Goods determined by the Company shall be deemed to be the true weight or bulk of them. In any event, the Company shall be entitled to invoice the Customer on the basis of the weight of Goods passing over the weighbridge.
- 3.2 Unless otherwise agreed with the Customer, the Company shall not be responsible to the Customer for the accuracy of the equipment used in the process of weighing or measuring the Goods.
- 3.3 If the Goods delivered to the Company are not loaded on to a Vessel within the 7 days referred to in Clause 2.1.6 of this section, the Company may (but shall not be bound to) remove them to a warehouse or other place of storage (which need not be under cover) to be stored in accordance with Section 4 of these Terms, all at the expense of the Customer.

### SECTION 3

#### DOCK OPERATIONS : UNLOADING

##### 1. Application of this Section

- 1.1 This section applies to the provision of unloading Services.
2. Customer's Obligations
- 2.1 When a Customer requires Goods to be unloaded by the Company, it will ensure that:
- 2.1.1 It delivers to the Company in writing, a note of the name of the Vessel, the port of unloading and bill of lading number, the quantity and description of the Goods, a stowage plan and the person to whom the Charges are to be rendered. The note must be signed by the Customer, or on his behalf by a signatory or an agent who can prove his authority to the Company.
- 2.1.2 When applying for collection of the Goods, it provides the Company with a released bill of lading, or some other document of title acceptable to the Company; and
- 2.1.3 Unless otherwise agreed by the Company in writing, it removes the Goods, or procures removal of the Goods from the Company's premises within 7 days of the date on which the Goods were unloaded; and
- 2.1.4 Notification for acceptance in respect of all dangerous substances (as defined by the Code of the International Maritime Organisation) is timeously given to the Harbour master in terms of the Health & Safety (Dangerous Substances in Harbours) Regulations 1987, and that the Customer shall comply in all respects with the said Code, or the directions of the Harbourmaster, in respect of such substances.
- 2.2 The Customer may be represented at the unloading to check any weighing, see the condition of the Goods and give instruction as to disposal.
- 2.3 Unless otherwise agreed in writing between the parties, the Company shall only be liable for the Goods while they are in the course of being unloaded. Prior to the commencement of unloading and after unloading is complete, the Company shall have no liability for the Goods.

### 3. Company's Rights

- 3.1 If the Customer is unable to provide the Company with a document of title to the Goods, or if there is an irregularity of the title, the Company may retain the Goods until it is satisfied as to the title of the person claiming the Goods. The Company may insist on that person providing an indemnity satisfactory to the Company prior to the releasing the Goods.
- 3.2 If the Goods unloaded by the Company are not collected by the Customer, or its agent, within the 7 day period referred to in Clause 2.1.3 of this section, the Company may (but shall not be bound to) remove them to a warehouse or other place of storage, in accordance with Section 4 of these Terms, all at the expense of the Customer.
- 3.3 If the Customer fails to specify the gross weight of the Goods or if the Company wishes to verify the weight or the bulk of the Goods, the Company may weigh or measure the Goods and the weight or bulk of the Goods determined by the Company shall be deemed to be the true weight or bulk of them. In any event, the Company shall be entitled to invoice the Customer on the basis of the weight of Goods passing over the weighbridge.
- 3.4 Unless otherwise agreed with the Customer, the Company shall not be responsible to the Customer for the accuracy of the equipment used in the process of weighing or measuring the Goods.

### SECTION 4

#### WAREHOUSING, GRAIN STORAGE AND HANDLING

##### 1. Application of this Section

- 1.1 The Conditions of Contract of the United Kingdom Warehousing Association, as modified by this section and Section 1, apply to the provision of Warehousing Services.
2. Customer's Obligations & Rights
- 2.1 When a Customer presents Goods for warehousing, it shall:
- 2.1.1 Present the Goods in a condition suitable for storage, and which complies with any relevant statute or other regulation; and
- 2.1.2 Where the Goods require any special treatment, provide full instructions for treatment of them.
- 2.2 The Customer may inspect the Goods from time to time, provided the person sent to inspect provides written authority to the Company of his authority to do so.

##### 3. Company's Rights

- 3.1 The Company shall be entitled in its sole discretion:
- 3.1.1 To refuse to accept Goods for warehousing or storage.
- 3.1.2 To open packages to ascertain the condition of Goods, either prior to accepting the Goods for warehousing or storage, or during the course of warehousing or storage.
- 3.1.3 To inspect the Goods during warehousing or storage, and where, in the reasonable opinion of the Company, Goods have deteriorated, have ceased to be in a condition suitable for storage, have ceased to meet the requirements of any relevant statute or other regulation, or are likely to cause damage to other Goods or property, to serve notice on the Customer to remove those Goods, if necessary or desirable, within a given time or, where the Goods comprise Grain, to have the Grain turned at the cost of the Customer, and

3.1.4 Where the Customer, having received a notice in accordance with Clause 3.1.3 of this section, fails to remove the Goods timeously, or fails to have Grain turned, to remove the Goods to alternative storage or turn the Grain or, where removal or turning is not practical, destroy the Goods. The Customer shall be responsible for the cost of such removal, turning or destruction.

#### **4. Further Terms Applicable to Grain**

- 4.1 The Company shall not be bound to receive any Grain, which in the opinion of the Company, is unsuitable for storage or if accommodation is inadequate or unavailable.
- 4.2 Prior to the discharge of Grain from any Vessel, the Customer shall furnish the Granary Manager in writing with particulars of the cargo and with a stowage plan.
- 4.3 The Customer may be represented at the Vessel during the discharge of Grain to check the weighing, see the condition, and give instructions as to disposal.
- 4.4 The Charges for discharging, receiving, handling, storing, weighing and delivering shall be payable as soon as the Grain has been received into the granary or sheds. Charges, rents, liens and other payments on Grain in the granary or sheds shall be payable on transfer or delivery, and on stocks at the end of each month.
- 4.5 All outstanding accounts in respect of Charges, rents, liens and other payments must be paid before delivery of any parcel of Grain.
- 4.6 An allowance on one kilo weight shall be made for each draft of 1,000 kilos when Grain is weighed.
- 4.7 An advice note shall be issued by the Company under the hand of the Granary Manager, acknowledging receipt of each parcel of Grain received into the store in the granary or sheds. The advice note shall not be a negotiable document.
- 4.8 Grain shall be delivered and transferred only on presentation of a delivery and transfer order issued by the Customer on the form authorised by the Company or on such other form as the Company may accept, and a delivery and transfer order may apply either to the whole or only to a part of a parcel. The Company undertakes no responsibility regarding change of ownership where the quantity transferred is not separated.

- 4.9 When a delivery and transfer order is lodged for part only of a parcel, the Customer may at his own expense have the part weighed and placed in a separate bin if accommodation is available.
- 4.10 The Company shall, if requested by the Customer, issue under the hand of the Granary Manager or other officer of the Company, a certificate stating the quantity of Grain stored. Such certificate shall not imply that the Grain mentioned therein has been separated or that all Charges have been paid.
- 4.11 No Grain, or any part thereof, specified in any certificate shall be delivered from the granary or sheds or transferred unless such certificate is delivered to and cancelled by the Granary Manager.
- 4.12 The Company may keep a register of certificates and of delivery and transfer orders, and for every certificate granted may make such charge as they may from time to time determine.



### SECTION 5

#### CRANES AND GRABS

##### Conditions of Hire

Cranes and grabs may be hired from the Company at the relative Charges, and subject to the following conditions:

1. Applicants must pay to the Finance Department a deposit (unless the applicant has a general deposit or other security with the Company) on account of Charges, and the receipt for such deposit must be produced with the application.
2. The hirer of a crane shall provide slings, chains and any other gear necessary for attaching to the crane the article to be lifted, and shall be liable for any claims attributable in any way to the provision, use or failure of such slings, chains and other gear. All labour for preparing, fixing and unfixing slings, chains and any other gear and for stowing and unstowing the article shall be provided by, and at the risk of, the applicant.
3. The hirer of any crane shall be responsible for ensuring against overloading, and for any claims of any kind whatsoever attributable to overloading.
4. The hirer of the crane shall observe any instructions as to its operation and use given by the Cranes Superintendent, and shall be responsible for any claims arising as a result of failure to observe any such instructions.
5. The Company shall not be responsible for any claims attributable to the non-availability at the time required or failure of any crane or grab etc, from whatsoever cause.
6. The Company reserve the right to withdraw the use of any crane or grab etc, at any time without notice.
7. Charges for the use of cranes or grabs are on application.

### SECTION 6

#### MARINE SERVICES

##### 1. Application of this Section

- 1.1 This section applies to conservancy, provision of moorings, craft hire, towage and other marine Services.

##### 2. Customer's Obligations

- 2.1 Before the Company accepts a Vessel, the Customer must provide in writing such details of it as the Company may require.
- 2.2 Owners of Vessels use moorings at their own risk, and the Company shall not be liable for any loss or damage to Vessels, howsoever caused, and shall not be liable to insure Vessels.
- 2.3 Where the Customer hires a craft from the Company, it will use it properly and return it in the same condition as it was then the craft was hired.
- 2.4 The Customer will comply with all directions it receives from the Harbourmaster, and will obtain and comply with all necessary licences, consents and permits for the marine services.
- 2.5 Where the Company makes available any Vessel to any Customer, or its servants or agents, for transportation purposes, the Customer shall indemnify the Company in terms of the Company's indemnity in force from time to time (which the Customer shall sign prior to the provision of such transportation) in respect of any loss, injury or damage (so far as the same may be excluded by law) arising in respect of such transportation.

##### 3. Company's Obligations & Rights

- 3.1 Where the Company is to approve the laying of a mooring, approval is subject to the conditions of any relevant permit being met.
- 3.2 Where the Company is to provide a craft for hire, it will endeavour (without assuming any liability) to provide a craft suitable for the Customer's stated purpose.
- 3.3 Where the Company is to provide towage, the current United Kingdom Standard Conditions for Towage and other Services shall apply.

### SECTION 7

#### PILOTAGE

##### 1. Application of this Section

1.1 This section applies to pilotage Services.

##### 2. Customer's Obligations

2.1 Unless a Customer holds a valid pilotage exemption certificate for the relevant part of the Pilotage Area, the Customer must request the Services of an authorised pilot from the Company in terms of the Company's pilotage directions in force from time to time.

##### 3. Company's Obligations & Rights

3.1 Provision by the Company of pilotage is subject to Notice to Mariners No 27 of 1988 or its replacement from time to time.

3.2 The Company may grant pilotage exemption certificates to certain regular traders pursuant to Section 7 of the Pilotage Act 1987.

##### 4. Limitation of Liability

4.1 Pilotage Services are provided subject to availability of pilots, and the Company shall not be liable for any direct or indirect loss or damage caused by pilotage Services being unavailable.

4.2 Liability for pilots is limited by Section 22 of the Pilotage Act 1987.

**Clydeport Operations Limited**

Peel Ports Group  
16 Robertson Street  
Glasgow  
G2 8DS  
United Kingdom

**[www.peelports.com](http://www.peelports.com)**