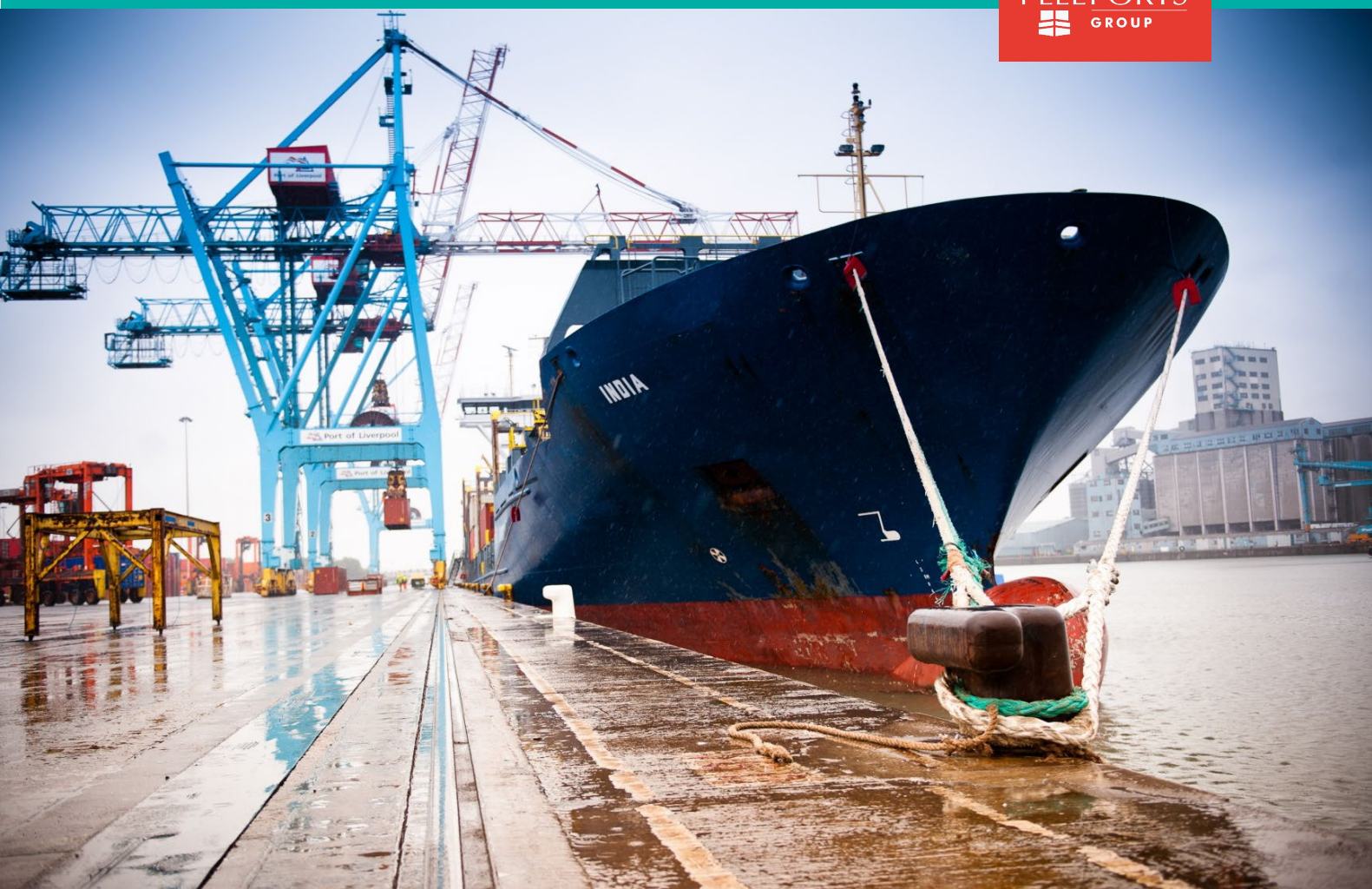




Terms and Conditions for Line-Handling Services

The Mersey Docks and Harbour Company Limited

Terms and Conditions for Line-Handling Services

1 Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires—

“boatman” means a person employed or provided by the Company to perform line-handling services, and includes linesman and line handler;

“berth” means any berth, dock, jetty, pier, quay, wharf, or any other place within the Port where a vessel receives a line-handling service;

“the Company” means The Mersey Docks and Harbour Company Limited;

“craft” includes any vehicle, vessel, craft, or boat provided by the Company for the performance of any service;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any legislation amending, replacing, re-enacting, or supplementing the same;

“dock” means the docks, jetties and other facilities for the berthing of vessels and the loading and unloading of goods on and from vessels, for the time being belonging to the Company;

“goods” includes any article or thing of any kind whatsoever (including any packages or containers within which they may be contained) including, without prejudice to the generality of the foregoing, grain, fish, livestock, and animals of all descriptions and also liquids and gases;

“Hirer” means any person or body who requests or uses the line-handling services of the Company;

the expression “howsoever caused” means arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Company (including its employees, servants, agents, or independent contractors), shortage of boatmen, shortage of craft, or unseaworthiness, unfitness, or breakdown of the craft (including its crew, machinery, gear, equipment, computer or other systems, lines, ropes, or hawsers, lack of fuel, stores, speed, or otherwise), whether arising before or while providing a service or whenever such shortage, unseaworthiness, unfitness, or breakdown arises;

“line-handling service” includes any operation or service related to or arising from assisting a vessel to moor, unmoor, shift, or warp along a berth, adjust moorings (re-

mooring), or otherwise assisting in handling moorings, tow ropes, or fenders to or from the vessel ashore, in attendant craft, or aboard the vessel, or such other services rendered by the Company at the express or implied request of the Hirer;

the expression “load on board” includes “discharged from”;

“lock” means the river entrance locks within the Port at Gladstone Dock, Langton Dock, and Alfred Dock;

“normal working day” means any day other than a Saturday, Sunday, New Year’s Day, Good Friday, Christmas Day, Boxing Day, or a day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971;

“owner” means any owner of the vessel and any part-owner, charterer, consignee, or mortgagee in possession thereof, the master or other person lawfully or de facto having or taking the command, charge, or management of the vessel for the time being or any agent of the foregoing;

“the Port” means the Port of Liverpool as defined in The Mersey Docks and Harbour Act 1971 and any statutory amendment or re-enactment thereof;

“service time” means the time specified in the relevant booking, as amended from time to time in accordance with these Terms and Conditions, at which the line-handling service is requested to commence;

“UK GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

“vessel” includes any vessel, ship, lighter, keel, barge, boat, raft, pontoon, and craft of any kind howsoever navigated or propelled or moved, or any object of whatsoever nature (whether or not coming within the usual meaning of the word vessel) that the Company agrees to assist by providing services of whatsoever nature at the express or implied request of the Hirer; and

the expression “while providing a line-handling service” covers the period commencing when boatmen leave their base or are otherwise in a position to receive and comply with the Hirer’s request to commence providing a line-handling service, whichever is the sooner, and ending when the boatmen return to their base or commence providing another line-handling service, whichever is the sooner.

- 1.2 Unless the context otherwise requires, words implying the singular include the plural and vice versa, and words importing gender will include any other gender.

- 1.3 The headings to clauses are for ease of reference only and do not affect the interpretation hereof.

2 Terms and conditions

Any agreement between the Company and the Hirer for the provision or performance of line-handling services by the Company is and will be subject to these Terms and Conditions. Use of the Company's line-handling service will be deemed to constitute notice of and agreement to these Terms and Conditions, provided that, before use of the line-handling service, the Company will take reasonable steps to ensure the Hirer is aware of these Terms and Conditions and that copies are available on request.

3 Authorization

- 3.1 If at the time of requesting a line-handling service or of the Company performing a line-handling service at the express or implied request of the Hirer, the Hirer is not the owner or the master of the vessel, the Hirer expressly represents that it is authorized to make and does make this agreement for the provision of line-handling services for and on behalf of the owner or the master of the vessel subject to each and all of these Terms and Conditions and agrees that the Hirer and the owner and the master of the vessel are bound jointly and severally by these Terms and Conditions.
- 3.2 In any case where the Hirer is bound by these Terms and Conditions, if the vessel requests or accepts any service from the Company, the owner and the master of the vessel will hereby become jointly and severally bound by these Terms and Conditions in the same way as if they were the Hirer.

4 Company's employees

- 4.1 While providing a line-handling service at the express or implied request of the Hirer:
- (a) the Company's employees will be deemed to be the servants of the Hirer and under the control of the Hirer, its servants, its agents, or its principals; and
 - (b) any person on board the vessel who may be employed or paid by the Company will likewise be deemed to be the servants of the Hirer.
- 4.2 The Hirer will be vicariously liable for any harm or loss caused by any act or omission of a person deemed under paragraph 4.1 to be the servant of the Hirer.
- 4.3 The Hirer will not be vicariously liable for any harm or loss caused by an act or omission of a person referred to in paragraph 4.1 if it is proved (the burden of proof being on the Hirer) that the person committed the act or omission:
- (a) with the intent to cause such harm or loss; or
 - (b) recklessly and with knowledge that such harm or loss would probably result.

5 Liability for loss or damage

- 5.1 While providing a line-handling service at the express or implied request of the Hirer, the Company will not be responsible or liable for:
- (a) any loss of or damage to the craft, the vessel, any goods or other thing on board or being loaded on board or intended to be loaded on board the vessel or the craft, or any other object or property; or
 - (b) any claim by a person other than the Hirer for loss or damage of any description whatsoever (including death or personal injury),
- where such loss, damage, injury, or claim is howsoever caused.
- 5.2 While providing a line-handling service at the express or implied request of the Hirer, the Hirer (except as provided in paragraph 5.3) will be responsible for, pay for, and indemnify the Company against and in respect of any loss, damage, costs, expenses, liabilities, personal injury, death, or claims of whatsoever nature or howsoever caused, whether direct or indirect, suffered by or made against the Company, irrespective of whether such loss, damage, cost, expense, liability, personal injury, death, or claim would otherwise fall within paragraph 5.1. Without prejudice to the generality of the foregoing, the indemnity contained in this paragraph 5.2 includes any loss, damage, cost, expense, liability, personal injury, death, or claim arising out of or in connection with the negligence (whether sole, concurrent, or otherwise) of the Company, its employees, servants, agents, independent contractors, or subcontractors.
- 5.3 The provisions of paragraphs 5.1 and 5.2 will not be applicable in respect of any claims that may arise where the Hirer proves (the burden of proof being on the Hirer) that the loss resulted from the personal act or omission of the Company committed with the intent to cause such harm or recklessly with the knowledge that such harm would probably result.
- 5.4 Notwithstanding anything hereinbefore contained, the Company will under no circumstances whatsoever be responsible for or be liable for any loss, damage, or costs howsoever caused, whether direct, indirect, or consequential (including any claims for loss of use or profits, loss of revenue, loss of business, loss of contract, loss of opportunity, demurrage, or detention), resulting from or contributed to, by, or arising out of any delay or detention of the vessel or of the cargo on board or being loaded on board or intended to be loaded on board the vessel or of any other object or property or of any person, or any consequences thereof, whether or not the same are caused or arise before or while providing any service of whatsoever nature at the express or implied request of the Hirer.
- 5.5 The Hirer must notify the Company in writing of the existence and general nature of any claim arising out of or in connection with the provision of line-handling services as soon as reasonably practicable and, in any event, within 30 days after completion of the relevant line-handling service, failing which the Company will be discharged from all liability whatsoever in respect of that claim.

- 5.6 The Company will in any event be freed and discharged from all liability for any claim for loss or damage to any vessel, goods, or other matter or thing unless suit is brought within twelve months of the provision or performance by the Company of the line-handling service by or from which such loss or damage was caused or arose.
- 5.7 Nothing in these Terms and Conditions excludes or restricts any liability of the Company for death or personal injury caused by the Company's own negligence, fraud or fraudulent misrepresentation, or such other losses that cannot lawfully be excluded or restricted.
- 5.8 Subject to paragraph 5.7, and whether or not paragraph 5.3 applies, the Company's total aggregate liability arising out of or in connection with the provision of any line-handling service, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, will not exceed £1,000,000 in respect of any one incident or series of connected incidents. For the avoidance of doubt, this limitation applies only to the liability of the Company and does not limit any liability or indemnity of the Hirer under these Terms and Conditions.
- 5.9 The indemnities contained in these Terms and Conditions will survive completion, cancellation, expiry, or termination of the provision of line-handling services.

6 Substitution of craft or boatmen

- 6.1 The Company may at any time:
- (a) substitute one or more craft for any other craft;
 - (b) substitute one or more boatmen for any other boatmen; or
 - (c) contract with any other line-handling company (the "other line-handling company") for the hire of that company's craft or boatmen.
- 6.2 Where the Company exercises any of the rights specified in paragraph 6.1, it will be deemed to act solely as agent for the Hirer, notwithstanding that the Company may, if authorized expressly or impliedly by or on behalf of the other line-handling company, also act as agent for the other line-handling company for any purpose, including the making of agreements with the Hirer.
- 6.3 Where the Company, as agent for the Hirer, contracts with the other line-handling company:
- (a) that contract will at all times be subject to these Terms and Conditions;
 - (b) the other line-handling company will be bound by these Terms and Conditions as if a party thereto;
 - (c) the other line-handling company may sue the Hirer as principal under such contract; and
 - (d) the other line-handling company will have the full benefit of these Terms and Conditions in every respect.

- 6.4 Where the Company, as agent for the Hirer, contracts with the other line-handling company to provide in full or in part line-handling services, the Company as agent gives no warranty as to the quality or abilities of the other line-handling company of any kind, and the Company will have no liability whatsoever to the Hirer in relation to the work of the other line-handling company or their servants, whether through breach of contract, fiduciary duty, or otherwise.
- 6.5 The Company does not warrant or guarantee that one or more boatmen or craft will always be available, and the Company will not be liable for any delay or extra cost whatsoever howsoever caused that may arise from any cause in connection with the availability of boatmen or craft.

7 Salvage, etc. and limitation

- 7.1 Nothing contained in these Terms and Conditions will limit, prejudice, or preclude in any way any legal rights that the Company may have against the Hirer including, but not limited to, any rights that the Company, its employees, servants, agents, or independent contractors may have to claim salvage remuneration or special compensation for any extraordinary service rendered to vessels or anything aboard vessels by any craft or boatmen.
- 7.2 Nothing contained in these Terms and Conditions will limit, prejudice, or preclude in any way any right that the Company may have to limit its liability.

8 Force majeure

- 8.1 The Company will not be responsible or liable for any loss, damage, cost, expense, delay, detention, interruption, or other consequence arising out of or in connection with:
- (a) war, warlike operations, riots, civil commotion, acts of terrorism or sabotage, piracy, capture, seizure, acts of God, disease, computer malware, failure of autonomous systems, computer hacking, phishing, government requisition, intervention, requirement or interference, blockades, embargoes, fires, accidents, explosions, or
 - (b) strikes, lockouts, disputes, stoppages, labour disturbances, other industrial action, or anything done in contemplation or furtherance thereof, whether or not the Company is a party thereto; or
 - (c) any delay affecting boatmen or craft or their operations, howsoever caused.
- 8.2 Without prejudice to the generality of paragraph 8.1, the Company will not be liable for any loss, damage, cost, expense, delay, detention, interruption, or other consequence arising out of or in connection with any matter referred to in paragraph 8.1.

9 Protection of the Company's servants, etc.

- 9.1 The Company contracts both on its own behalf and as agent and trustee for each of its employees, servants, agents, independent contractors, subcontractors, and any other

line-handling company referred to in clause 6, for the purpose of conferring upon them the benefit of all exclusions, limitations of liability, indemnities, defences, immunities, privileges, rights, protections, and the provisions of clause 16 contained in these Terms and Conditions.

- 9.2 All exclusions, limitations of liability, indemnities, defences, immunities, privileges, rights, protections, and the provisions of clause 16 granted or provided by these Terms and Conditions, or by any applicable statute, rule, regulation, or rule of law, for the benefit of the Company will also apply to and be for the benefit of the persons listed below, irrespective of whether any such person is deemed to be the servant of the Hirer under clause 4 and irrespective of any negligence or fault on the part of such person:
- (a) the Company's employees, servants, and agents;
 - (b) the Company's independent contractors and subcontractors of any tier;
 - (c) the personnel of any person referred to in sub-paragraphs (a) and (b); and
 - (d) any other line-handling company referred to in clause 6 and its personnel.

10 Fenders and mooring, etc.

- 10.1 Fenders installed within the Port are installed solely for the protection of the Company's property.
- 10.2 Where the Hirer requires a vessel to be provided with additional protection while within the Port, the Hirer must supply its own additional fendering or order additional boatmen solely for that purpose. The Company does not warrant or guarantee that any fender, additional boatman, or other measure will prevent or reduce damage to a vessel.
- 10.3 The Company may from time to time produce and provide to the Hirer a mooring plan showing the relative positioning of the vessel's mooring lines and the lines and equipment for the dynamic mooring system ("ShoreTension®") installed within the Port. Any such mooring plan is provided for information purposes only and must not be relied upon as a warranty, representation, recommendation, or assurance as to the adequacy, safety, or suitability of the proposed mooring arrangements.
- 10.4 Notwithstanding paragraphs 10.1 to 10.3:
- (a) the master of the vessel, or in the absence of the master the owner, remains solely responsible for:
 - (i) the safety of the vessel;
 - (ii) the safety and adequacy of the vessel's moorings; and
 - (iii) determining the number, positioning, tending, adjustment, and monitoring of all mooring lines;
 - (b) it is the responsibility of the master of the vessel, or in the absence of the master the owner, and not the Company, to ensure that the vessel is navigated, manoeuvred, berthed, moored, and handled safely; and

- (c) the Company will not be responsible or liable for any loss, damage, cost, expense, or liability arising out of or in connection with:
 - (i) any mooring plan;
 - (ii) any general mooring bollards; or
 - (iii) any advice, information, recommendation, or assistance provided by the Company in relation to the vessel's moorings.

10.5 The Hirer will be responsible for, pay for, and indemnify the Company against and in respect of all loss, damage, costs, expenses, and liabilities arising out of or in connection with any damage to the Company's property (including the dynamic mooring system equipment or any general mooring bollards) caused by or arising from:

- (a) the Hirer;
- (b) the vessel;
- (c) or any principal, servant, agent, employee, independent contractor, or subcontractor of the Hirer.

10.6 The Company will not be responsible or liable for any loss of or damage to the following arising out of or in connection with the dynamic mooring system, any general mooring bollards, or any mooring plan provided by the Company:

- (a) the vessel;
- (b) any goods or other thing on board, being loaded on board, or intended to be loaded on board the vessel; or
- (c) any other object or property,

10.7 The Hirer will be responsible for, pay for, and indemnify the Company against and in respect of:

- (a) any loss or damage referred to in paragraph 10.6; and
- (b) any claim, cost, expense, liability, personal injury, death, loss, or damage of whatsoever nature or howsoever arising out of or in connection with such loss or damage.

11 Orders for line-handling services

11.1 The Hirer must submit any order for line-handling services as far in advance as reasonably practicable and, in any event, not less than six hours before the required service time.

11.2 Any request for line-handling services received by the Company less than six hours before the required service time will constitute a late booking.

- (a) The Company will have no obligation to accept a late booking.
- (b) Where the Company accepts a late booking, a late booking charge will be payable in addition to all other charges payable in respect of the relevant services.

- 11.3 The Hirer may cancel an order for line-handling services without incurring a cancellation charge, provided that the Company receives notice of cancellation not less than six hours before the service time.
- (a) Where the Company receives notice of cancellation less than six hours before the service time, the cancellation will constitute a late cancellation.
 - (b) Where a cancellation constitutes a late cancellation under sub-paragraph (a), a cancellation charge will be payable in respect of the cancelled booking in addition to all other charges payable under these Terms and Conditions.
- 11.4 Where an order for line-handling services is amended so that the service time is postponed and the Company receives notice of the amendment less than six hours before the original service time, the amendment will constitute a late cancellation of the original booking.
- (a) A cancellation charge will be payable in respect of the original booking in addition to all other charges payable under these Terms and Conditions.
 - (b) Where the Company receives notice of the amendment less than six hours before the amended service time, the amended booking will also constitute a late booking.
 - (c) The Company will have no obligation to accept the amended booking.
 - (d) Where the Company accepts the amended booking, a late booking charge will be payable in respect of the amended booking in addition to:
 - (i) the cancellation charge payable under sub-paragraph (a); and
 - (ii) all other charges payable under these Terms and Conditions.
- 11.5 Where an order for line-handling services is amended so that the service time is brought forward and the Company receives notice of the amendment less than six hours before the amended service time, the amendment will constitute a late booking.
- (a) The Company will have no obligation to accept the amended booking.
 - (b) Where the Company accepts the amended booking, a late booking charge will be payable in addition to all other charges payable in respect of the relevant services.
 - (c) Where the Company receives notice of the amendment less than six hours before the original service time, the amendment will also constitute a late cancellation of the original booking.
 - (d) Where an amendment constitutes a late cancellation under sub-paragraph (c), a cancellation charge will be payable in respect of the original booking in addition to:
 - (i) the late booking charge payable under sub-paragraph (b) (where applicable); and
 - (ii) all other charges payable under these Terms and Conditions.
- 11.6 No late booking charge will apply where the Company receives notice of the amendment at least six hours before the amended service time.

11.7 Orders for line-handling services, and notices of the cancellation of or amendment to orders for line-handling services, may be submitted during the following periods (“normal booking hours”):

- (a) between 0800 hours and 1630 hours on a normal working day;
- (b) between 0900 hours and 1200 hours on a Saturday, provided that the day is not Christmas Day, Boxing Day, or New Year’s Day; and
- (c) between 0800 hours and 1000 hours on a Sunday, Good Friday, or a day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971, provided that the day is not Christmas Day, Boxing Day, or New Year’s Day.

11.8 No normal booking hours will apply on Christmas Day, Boxing Day, or New Year’s Day, irrespective of the day of the week on which such day falls.

11.9 Any order for line-handling services, or any notice of the cancellation of or amendment to an order for line-handling services, received by the Company outside the normal booking hours will constitute an out-of-hours request, and an out-of-hours request charge will be payable in addition to all other charges payable under these Terms and Conditions.

11.10 Where:

- (a) the Company has accepted an order for line-handling services;
- (b) the order has not been cancelled in accordance with paragraph 11.3; and
- (c) due to any act, omission, delay, default, or circumstance attributable to the Hirer, the owner, master, operator, or agent of the vessel, the vessel fails to arrive or otherwise fails to utilise the booked services,

the booking will be deemed to constitute a late cancellation.

11.11 For the purposes of paragraphs 11.1 to 11.10, an order, cancellation, or amendment will be deemed to have been received only when actually received by the Company using a method of communication approved or specified from time to time by the Company. The burden of proving receipt will rest with the Hirer. The Company will be entitled to rely on its own records when determining the time at which any order, cancellation, or amendment was received.

12 Detention and withdrawal of boatmen

12.1 A detention charge will be payable by the Hirer for each hour, or part of an hour, of detention after the first complete hour where boatmen attend at the time and place specified by the Hirer for the provision of line-handling services and are unable to commence the line-handling services for a continuous period of one hour or more due to:

- (a) any act, omission, default, or delay of the Hirer, the owner, master, operator, or agent of the vessel, or any of their respective servants, agents, or contractors; or

- (b) any circumstance not caused solely by the negligence or wilful default of the Company.
- 12.2 Where a detention charge is payable as described under paragraph 12.1, the detention period will be calculated from the expiry of the first complete hour after the service time until the earlier of:
 - (a) the commencement of the line-handling services; or
 - (b) cancellation of the line-handling services.
- 12.3 Where boatmen are detained as described in paragraph 12.1 for a continuous period of one hour or more, the Company may, in its sole discretion and without liability to the Hirer, withdraw the boatmen and cancel the line-handling services. In such circumstances:
 - (a) the applicable cancellation charge will be payable;
 - (b) any detention charge accrued under paragraph 12.1 will remain payable; and
 - (c) the Hirer will remain liable for all other charges in connection with the booking and deployment of the boatmen.
- 12.4 The withdrawal of boatmen and cancellation of the line-handling services pursuant to paragraph 12.3 will not constitute a breach of contract by the Company.
- 12.5 For the avoidance of doubt, no detention charge will accrue during the first complete hour after the service time.
- 12.6 Detention charges will be payable in addition to all other charges payable under these Terms and Conditions.

13 Charges

- 13.1 All charges for line-handling services are payable by the Hirer to the Company in accordance with the Company's Schedule of Line-Handling Service Charges in force at the time the services are provided.
- 13.2 In addition to the charges specified in the Schedule of Line-Handling Service Charges, the Hirer must pay to the Company all additional charges, fees, costs, expenses, and other sums incurred by the Company arising from or in connection with any of the following:
 - (a) any special, exceptional, or non-routine service requested by, or performed for the benefit of the Hirer;
 - (b) any delay, detention, postponement, cancellation, amendment, or disruption attributable to the Hirer, the owner, master, operator, or agent of the vessel, or any of their respective servants, agents, or contractors;
 - (c) the provision of additional personnel, equipment, vehicles, craft, or other resources required for the performance of the services; or

- (d) any third-party services, facilities, or resources procured by the Company in connection with the provision of the services.
- 13.3 Without limitation to paragraph 13.2, additional charges will be payable for any service provided over and above normal line-handling services, including the provision of attendant craft and crew, or any other additional personnel, equipment, or resources required by the Company for the safe and efficient performance of the services.
- 13.4 All charges payable under these Terms and Conditions will be cumulative and will be payable in addition to any other fees, costs, expenses, or sums payable under these Terms and Conditions.
- 13.5 The Company's Schedule of Line-Handling Service Charges may be amended from time to time, and the version in force at the time the relevant services are provided will apply.

14 Payment of charges

- 14.1 The Hirer, the owner, and the master of the vessel are jointly and severally liable to the Company for all charges, fees, costs, expenses, and other sums payable under these Terms and Conditions. Their liability is primary and independent. The Company is entitled to recover the whole of any such sums from any one or more of them without first taking action against, or seeking recovery from, any other person.
- 14.2 Unless the Company has expressly agreed otherwise in writing, all charges, fees, costs, expenses, and other sums payable under these Terms and Conditions will become due and payable immediately upon demand and must be paid in full, without deduction, set-off, counterclaim, or withholding to the Company in cleared funds.
- 14.3 The Company may, without prejudice to any other right or remedy available to it, suspend the provision of any services and refuse to accept any further orders from the Hirer where any sum due to the Company in respect of services provided under these Terms and Conditions remains unpaid.
- 14.4 Acceptance of any booking or provision of any service by the Company will not be construed as the grant of credit unless expressly agreed in writing by the Company.
- 14.5 In the absence of manifest error, the Company's invoices and records will constitute prima facie evidence of the charges due and payable by the Hirer, owner, and master.
- 14.6 The Hirer indemnifies the Company against all costs and expenses (including legal costs on a full indemnity basis, collection costs, and debt recovery charges) incurred by the Company in recovering overdue sums.

15 Security and detention rights

- 15.1 Without prejudice to any other right or remedy available to the Company, the Company may refuse permission for a vessel to depart from any berth, dock, or other facility under

the Company's control and may refuse to provide, or may suspend the provision of, any services under these Terms and Conditions to the vessel unless and until:

- (a) all charges, fees, costs, expenses and other sums due or claimed to be due by the Company in connection with line-handling services have been paid in full; or
- (b) security for such sums has been provided in a form and amount acceptable to the Company.

15.2 The right specified in paragraph 15.1 will apply irrespective of whether the relevant charges arise in connection with the vessel concerned or any other vessel owned, operated, managed, or controlled by the same owner as the vessel in respect of which the services were provided.

15.3 The exercise by the Company of its rights under clause 15 will not constitute a breach of contract and will be without prejudice to any other right, remedy, lien, detention power, or security available to the Company at law or otherwise.

16 Governing law and jurisdiction

16.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them, their subject matter, or formation, including any non-contractual dispute or claim, are governed by and construed in accordance with the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim to the exclusion of the jurisdiction of the courts of any other country.

16.2 No suit shall be brought in any jurisdiction other than that provided in paragraph 16.1, save that the Company will have the option to bring proceedings to obtain security by way of the arrest of or other similar remedy against any vessel or property owned by the Hirer in any jurisdiction where such vessel or property may be found.

17 Data protection

The Company may collect and process information relating to the Hirer 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.

18 Variation

The Company may amend these Terms and Conditions at any time and from time to time in such respects and in such manner as the Company may consider desirable by publishing the amended version or otherwise giving notice in writing. Any amendment shall take effect upon publication on the Company's website or such later date as may be specified in the amended Terms and Conditions, or in the notice.

Effective on and after 1 September 2026

List of amendments

Ver. No.	Date	Comment
1	1.9.26	Original as issued