

Clydeport Operations Limited

Terms and Conditions of Trading

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TERMS AND CONDITIONS OF TRADING

SECTION 1: GENERAL CONDITIONS

1. Definitions

1.1 In these Terms and Conditions:-

“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.
“Container Handling Services”	means any operation or service as defined in the Company’s “Standard Terms and Conditions for Container Terminals” operated by members of Peel Ports Group of Companies.
“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.
“Data Protection Legislation”	means all applicable data protection and privacy legislation, regulations and guidance relating to the processing of personal data and privacy including, without limitation the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and any regulations or instruments created under such legislation and any amendments and/or re-enactments of any of the foregoing. Terms in this agreement shall, so far as the context permits and unless otherwise stated, have the meanings given to them in GDPR.
“Dock Estate”	means the quays, berths and all works, lands and property of every description whatsoever and buildings structures and erections thereon for the time being vested in or occupied by 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.
“Group of Companies”	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

“Harbour”	means any harbour or berth operated or owned or otherwise under the control of the Company.
“Harbour Master”	means the Company’s Harbour Master or such other employee of the Company as may from time to time perform the role of Harbour Master.
“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.
“Ro/Ro Traffic”	means any self drive vehicles, drop trailers or mobile units, chassis, wheeled units, trailers or vehicles of another description or any other towable or drivable units to be handled by a Ro/Ro operation including block stowed containers and neo-bulk cargo which are so loaded or discharged.
“Schedule of Published Charges”	means (a) the Clydeport Port charges booklet, published annually by the Company in relation to statutory charges (including Conservancy and Berth Charges) on vessels calling at the Port, and goods loaded, discharged and stored at the Port; and (in the case of Container Handling Services) (b) the “Greenock Ocean Terminal Schedule of Common User Charges” published annually by the Company in relation to loading, discharging and storage of containers and containers cargo.
“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 (but excluding Container Handling Services).
“Terms”	means these Terms and Conditions of Trading, read together with the provision of the Company’s Schedule of Published Charges in force from time to time.
“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.

- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.

- 1.6 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.

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 Published 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.
- 4.1.1 Appropriate any payment made by the Customer to such Services as the Company thinks fit (notwithstanding any purported appropriation by the Customer); and/or

4.1.2 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

4.1.3 Suspend provision of the Services and/or require advance payment in respect of any future Services.

4.2 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 and 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.

% Reduction of current Age of Item	replacement value
Within second year	10%
Within third year (other than the Company).	20%
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 Company, will indemnify the Company against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under this Clause 8, so far as the amounts so claimed are outside the exclusions or limits prescribed this 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.

- 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 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:
 - 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, its 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. Documents to be Furnished by the Customer, Master or Owner

- 10.1 Unless otherwise agreed in advance by the Company, the Customer, master or owner of every vessel discharging or loading cargo must supply to the Company the following documents confirming the quantity of cargo discharged or loaded in the Port and the days upon which discharging or loading took place:
- i) Bills of Lading or Cargo Manifest (indicating the weight of cargo and details of the shippers, consignees and freight payers); and
 - ii) Statement of Facts
- 10.2 Where the quantity of cargo discharged does not match that shown on the relevant Bill of Lading, then a certified discrepancy report (including details of supporting surveys etc.) must be provided.
- 10.3 These documents must be supplied by the Customer, master or owner, or the appointed agent, to the Company within two working days of the day upon which the vessel completes discharging or loading as appropriate. The documents must be submitted (as PDF-format attachments) via e-mail to Clydeport.Billing@peelports.com.

11. Audit

- 11.1 The Company reserve the right, upon the giving of reasonable notice to the Customer, Master, Owner, Vessel Agent, Operator, Cargo Receiver or Cargo Shipper, to require the production of, and to receive, view and / or copy, any relevant document or material within that party's reasonable control that demonstrates and evidences the quantum or movement of any cargo or other throughput that may be received, loaded, discharged, stored or otherwise handled within the Port. Such documentation and materials shall be provided to the Company upon request, without charge and during Company normal working hours.
- 11.2 For the purposes of undertaking periodic audits, the Company also reserve the right to review any recordings, data, reports, measurements produced from equipment under the control of any party and used to load, discharge or store and monitor cargo e.g. including but not limited to CCTV / ANPR etc.

12 General

- 12.1 Production of Certificate of Registry/Measurement. The Master of every registered Vessel shall, on demand, produce the certificate of registry/measurement of such Vessel.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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 with their respective obligations under the Data Protection Legislation.

13 Waiver

- 13.1 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.
- 13.2 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.

14 Dispute Resolution and Governing Law

- 14.1 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.
- 14.2 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

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 Harbour Master in respect of such substances.

2.1.8 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 Harbour Master, 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 and 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 Company's 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 Harbour Master, 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 and 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 and 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.

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



SECTION 8: CONTAINER HANDLING

1. Application of this Section

- 1.1 This Section applies to Container Handling Services undertaken by the Company at Greenock Ocean Terminal, Clydeport.

2. Terms and Conditions

- 2.1 Insofar as concerns Container Handling Services at Greenock Ocean Terminal, such operations shall be performed by the Company in accordance with and subject to the 'Standard Terms and Conditions for Container Terminals Operated by Members of Peel Ports Group' a copy of which is available at www.peelports.com.

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