



Dublin Container & Transport Services Limited  
South Bank Quay, Pidgeon House Road, Ringsend, Dublin 4

**DUBLIN CONTAINER & TRANSPORT SERVICES LIMITED**

**GENERAL TERMS AND CONDITIONS**

**IN RESPECT OF CONTAINER STORAGE AND REPAIR SERVICES AT  
SOUTH BANK QUAY, DUBLIN 4**

**September 2020**

**DCATS**

## 1. **Definitions**

### 1.1 In these Terms and Conditions:

**“Additional Services”** means any services which DCATS may agree in writing to perform which are not included in the Services;

**“Booking”** means an agreement confirmed in writing whereby DCATS agrees to perform any of the Services or Additional Services;

**“Charges”** means the amounts charges from time to time by DCATS in accordance with the Tariff or as otherwise agreed with the Owner;

**“Container”** means any standard 20’ 30’ 40 and 45’ ISO containers (including by way of example only standard dry, reefer, tank containers, flatracks and platforms), and any such other similar containers or equipment;

**“Container Collection and Release Procedure”** means the procedure described at clause 8;

**“Container Delivery Procedure”** means the procedure described at clause 7;

**“Data Protection Legislation”** means all applicable data protection and privacy legislation, regulations and guidance including, without limitation any relevant local/national data protection laws in the Republic of Ireland, 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.

**“DCATS”** means Dublin Container & Transport Services Ltd whose principal office is situated at South Bank Quay Dublin 4;

**“Depot”** means the container storage depots known as South Bank Quay Depot at South Bank Quay Dublin 4 operated by DCATS with the all parking, stacking storage areas, quays, workshops and offices thereat, as marked on the Depot Plan;

**“Depot Plan”** means the plan at Schedule 1;

**“EDI”** means Electronic Data Interchange;

**“EIR”** means Equipment Interchange Receipt;

**“Haulier”** means the haulier and driver appointed by the Owner to deliver or collect Containers;

“**IICL5**” means the Institute of International Container Lessors’ standards (5<sup>th</sup> edition)

“**Insolvency Events**” means liquidation, administration, receivership, application for creditor protection, suspension of payments, or other similar insolvency process or proceedings;

“**Owner**” means the owner, lessor, lessee, bailor, bailee or the respective agents thereof of any Container handled by DCATS, and shall include the party making a Booking;

“**Services**” means the operations or services performed by DCATS and referred to in Clause 5;

“**Special Conditions**” means any agreement or special terms concluded between DCATS and an Owner which are separate from or ancillary to these Terms and Conditions;

“**Tariff**” means such applicable rates for the Services as DCATS shall specify from time to time or as may be applicable at the time of a Booking.

- 1.2 The headings to clauses are for ease of reference only and shall not affect the interpretation thereof.
- 1.3 Unless the context otherwise requires, the singular shall include the plural and vice versa.
- 1.4 References to clauses or schedules are references to the clauses and schedules of these Terms and Conditions unless otherwise stated.

2. **Notice**

The delivery of Containers to the Depot by or on behalf of the Owner and/or performance of the Services by DCATS shall be deemed to constitute notice of and agreement to these Terms and Conditions, provided that DCATS shall take all reasonable steps to ensure that the Owner is aware of these Terms and Conditions and that copies are available on request.

3. **Application**

These Terms and Conditions shall be applicable during such time as the Services are being performed by DCATS and/or while the Containers are being stored at the Depot further to a Booking or otherwise.

#### 4. **Warranty of Authority**

Any party making a Booking with DCATS, or any party arranging delivery of the Container to the Depot, warrants that it has the full requisite authority of the Owner to contract for the Services pursuant to these Terms and Conditions.

#### 5. **Services**

5.1 DCATS is able (subject to resource and storage space) to perform the following services for Containers:

- (i) receiving from the delivery Haulier at the Depot, and all clerical work associated therewith including completion of EIR (incoming) and the Container Delivery Procedure;
- (ii) releasing to the collecting Haulier at the Depot and all clerical work associated therewith including completion of EIR (outgoing) and the Container Collection and Release Procedure;
- (iii) lifting off /lifting on vehicle operations;
- (iv) transport (forklift) to/from the open storage/stacking areas;
- (v) open storage at the Depot;
- (vi) minor repairs (e.g. re-sealing, patch repairs);
- (vii) major repairs (North Bank Quay only);
- (viii) tank repairs and cleaning (North Bank Quay only);
- (ix) nesting flat rack equipment;
- (x) steam clean and wash;
- (xi) survey of equipment to IICL5 for Container leasing companies ((North Bank Quay Depot only);
- (xii) electricity supply (hook up only) for pre-tripping reefer containers;
- (xiii) administration support services, EIRs, Container status reports, gate in gate out procedures, EDI stock reports
- (xiv) such other services as may be agreed with between the Owner and DCATS from time to time .

5.2 DCATS will carry out the Services with reasonable skill and care.

5.3 In relation to servicing and repairs, subject to contrary instructions received by the Owner, DCATS will use reasonable endeavours to use manufacturers' spare parts.

## 6. **Manning and Performance**

6.1 Subject to these Terms and Conditions DCATS will provide such security, supervision, labour, plant and equipment for the performance of the Services as in its discretion it considers adequate.

6.2 DCATS shall perform or provide such of the Services as in its reasonable discretion considers appropriate and expedient unless instructed to the Contrary in writing by the Owner, and in accordance with the normal working practices of DCATS from time to time, which may be altered without prior notice.

6.3 DCATS shall be entitled to refuse to take delivery of a Container into the Depot if:

- (a) DCATS has not been presented with the correct information and documentation in relation thereto;
- (b) the Container is not empty;
- (c) the Container is dangerous or incorrectly labelled.

6.4 In addition DCATS shall be entitled to refuse to take delivery/release a Container from/to any Haulier who :

- (a) declines to be photographed in accordance with any security arrangements adopted by DCATS from time to time;
- (b) has not presented to DCATS personnel either a current E.C. drivers' licence or a valid passport.

6.5 DCATS reserves the right to check the weight of any Container or Equipment at the expense of the Owners.

## 7. **Container Delivery Procedure**

7.1 DCATS will accept Bookings always subject to storage availability and otherwise subject to the terms herein.

7.2 The Owner must ensure and procure that Hauliers are familiar with the procedures in this clause 7 and clause 8 below and observe DCATS traffic management plans and all directions and instructions of DCATS personnel at the Depot.

- 7.3 Unless otherwise advised by DCATS the Haulier should present the vehicle/Container at the North Bank Quay Depot gate, but may in the discretion of DCATS be directed to the South Bank Quay Depot.
- 7.4 Following Haulier arrival the DCATS operator will :
- 7.4.1 check and note vehicle and driver identification;
  - 7.4.2 verify the Container Booking reference;
  - 7.4.2 perform a basic external, side on only- inspection of the Container;
  - 7.4.3 note the Container details, complete and sign an EIR, and note any obvious damage to the Container;
  - 7.4.4 have the EIR signed by the driver and hand over duplicate copy, retaining the original.
- 7.5 After lifting off the vehicle the Container will be further inspected by DCATS and (if repair, servicing or cleaning is not required) transported via forklift to the storage area of the Depot until it is recalled by the Owner.
- 7.6 DCATS will input the Container received details onto its computer system. To the extent possible and subject to the Owner's requirements, DCATS will send an EDI file to the Owner for the Owner's stock management records.
- 7.7 If damage is noted upon inspection pursuant to clause 7.5, (or if a repair/service quotation has already been requested) DCATS will send the Owners a repair/service quotation for agreement or otherwise.
- 7.8 Once a repair/service quotation has been approved., DCATS will proceed with it as soon as reasonably practicable but without guarantee as to timescale, and thereafter will transport the Container to the storage area pending its recall by the Owner.
- 7.9 The above procedures in clauses 7.4 to 7.8 may be changed without notice to the Owner and to suit the operational requirements, manpower, plant and storage limitations of DCATS from time to time.

## 8. **Container Collection and Release Procedure**

- 8.1 The Owner will be responsible to confirm in writing to DCATS:
- 8.1.1 the number and type of Containers to be released/collected;

- 8.1.2 the proposed date and time for release/collection;
- 8.1.3 Haulier details;
- 8.1.4 other special instructions (e.g. in relation to reefers: see clause 9 below).
- 8.2 Provided the Owner gives sufficient notice to DCATS (which shall not be less than 1 working day) DCATS will use reasonable endeavours to make the Container available for collection, but which in relation to repaired or serviced Containers will always be subject to DCATS having completed the repair/service pursuant to clause 7.8.
- 8.2 The DCATS operator will :
  - 8.2.1 check and note the vehicle and driver identification;
  - 8.2.2 verify the Container release reference;
  - 8.2.2 arrange for the Container to be lifted onto the vehicle;
  - 8.2.3 permit the Haulier to inspect the external condition of the Container;
  - 8.2.4 sign the EIR, have it signed by the driver, and hand over a duplicate copy, retaining the original.
- 8.3 The Owner is fully responsible for the accuracy of information provided under clause 8.1 and will indemnify and hold harmless DCATS from the consequences of any inaccuracy including but not limited to liabilities arising out of misdelivery of Containers.
- 8.4 A clean EIR signed by the Haulier will be determinative of the actual condition of the Container upon release from the Depot.
- 8.5 DCATS will update its stock records and to the extent possible and subject to the Owner's requirements will send an EDI file to the Owner to record the collection and delivery of the Container.
- 8.6 The above procedures in clauses 8.2 and 8.5 may be changed without notice to the Owner and to suit the operational requirements, manpower, plant and storage limitations of DCATS from time to time.
- 9. **Reefer Containers**
  - 9.1 DCATS will provide an electricity / power supply but all other arrangements for pre-trip temperature setting ("pre-tripping) are to be arranged and organised by the Owner, if appropriate via its own

engineers or representatives, who will be permitted all reasonable access to the Depot for the purpose within working hours.

- 9.2 DCATS accepts no responsibility for and the Owner will hold harmless and indemnify DCATS in respect of all any claims, losses, and liabilities whatsoever arising out of pre-tripping of reefer containers, the accurate marking (sticker) of temperatures onto reefer containers and the correct selection of reefer containers for collection and loading on the haulage vehicle.

## 10. **Operating Hours**

- 10.1 The Depot operates from 0700 hours to 17.45 hours Monday to Friday only and is closed on weekends and bank holidays.

- 10.2 The last Haulier arrival time is strictly 17.30 (North Bank Quay Depot).

## 11. **Quotations**

- 11.1 Quotations for Services or Additional Services may be withdrawn at any time before acceptance and are subject to variation in accordance with any changes in the price of materials, consumables, parts and labour.

- 11.2 Quotations will automatically lapse if not accepted within a period of 30 days of the quotation date, but may be reinstated at the option of DCATS.

- 11.3 Transport costs unless otherwise stated are in addition to the quoted charges.

- 11.4 Unless otherwise stated, VAT and/or other applicable taxes shall be added to the quoted charges.

## 12. **Charges**

- 12.1 The Owner shall be responsible for payment of all Charges.

- 12.2 DCATS will invoice the Charges as often as it considers appropriate, in accordance with the Tariff and/or quotations accepted by the Owner.

- 12.3 Charges shall become payable by the Owner to the Company on demand unless otherwise agreed by the Company in writing and without reduction or deferment on account of any claim counterclaim or set off.



- 12.4 Interest on unpaid Charges after the invoice due date shall run at [4%] p.a. and shall be compounded at monthly intervals.
- 12.5 DCATS may in its discretion require the Owner to provide a bank guarantee or other security with respect to payment of Charges whether before or after receiving a Container pursuant to a Booking, and the Owner must ensure that such security is provided with 7 days of request failing which DCATS shall be entitled to refuse to receive a Container or may require the Container to be collected from the Depot.
- 12.6 Notwithstanding anything else in this clause 12, any invoice rendered by DCATS shall become immediately due and payable as soon as an Insolvency Event occurs, or if the Owner fails to comply with any legitimate demand pursuant to these Terms and Conditions.

13. **Lien**

DCATS shall (on its own behalf and as agent for any assignee of its invoices) have a general and particular lien on the Containers (and any associated documentation or records) as security for payment of all sums (whether due or not) claimed by DCATS from, or invoiced to the Owner on any account relating to the Containers or not, or otherwise claimed in respect of the Containers or other property of the Owner. Storage shall be charged for any goods detained under lien.

14. **Termination**

- 14.1 Containers shall be removed by the Owner at the time agreed between the parties, in accordance with clause 8 above.
- 14.2 DCATS may otherwise at any time by notice in writing to the Owner require the removal of Containers with 7 days of the date of such notice.
- 14.3 Where the Owner fails to comply with clause 14.2, or any payment from the Owner is overdue, DCATS may, without prejudice to its other rights and remedies against the Owner (including but not limited to its statutory rights) notify the Owner in writing that the Goods may be sold or otherwise disposed of at the Owner's entire risk and expense if such payment is not made and/or such Containers removed within 21 days, from the date of such notice. On expiry of the period, if such payment has not been made and/or the Containers have not been so removed DCATS may sell or otherwise dispose of the Containers at the Owner's own risk and expense by an appropriate method, and any proceeds of sale or disposal shall be remitted to the Owner after deduction of all expenses and all amounts claimed by DCATS and any assignee of its invoices.

15. **Force majeure**

DCATS shall be relieved of its obligations to the extent that its performance is prevented or delayed by, or non-performance results wholly or partly from, the act or omission of the Owner or their agent (including any breach by the Owner of these Terms and Conditions) or by storm, flood, fire, explosion, civil disturbance, governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the DCATS.

16. **Limitation of Liability**

16.1 DCATS does not insure the Containers and the Owner shall self-insure or make arrangements to cover the Containers against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the DCATS being excluded.

16.2 Subject to clause 16.3, DCATS excludes all liability for loss or damage to property and Containers however arising including without limitation loss, theft, destruction, damage, unavailability, contamination, deterioration, delay, on-delivery, mis-delivery, unauthorised delivery, non-compliance with instructions or obligations, or incorrect advice or information.

16.3 If and to the extent that loss or damage is directly caused by negligence or wilful act or default of DCATS, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as sub-contractors or agents) and subject to clauses 16.4 to 16.7, DCATS will accept liability for loss or damage assessed on normal legal principles but only the extent to which the loss exceeds €250 per occurrence and not exceeding the limits fixed by clause 16.5. Any quantification of value includes duties and taxes.

16.4 Subject to the limits in clause 16.5 in case of loss or damage to Containers, DCATS will be entitled to limit its liability to the lower of the depreciated value (by reason of any damage) or the reasonable cost of repairs to the Container. If the Container as been in use from new for more than 1 year its undamaged value shall be taken as having been reduced by 15% from year to year (e.g. 85% of original value within second year, 70% of original value within third year etc.).

16.5 The limit of DCATS's liability for Containers shall be €2000 per Container, save in relation to loss or damage to reefer containers in

respect of which DCATS's limit of liability shall be €2500 per reefer container.

16.6 No liability shall attach to DCATS in respect of any loss or damage which arises due to the natural consequences and exposures due to outside storage, including but not limited to loss or damage caused by storm or bad weather, or in relation to the location of the storage area and stacking arrangements made by DCATS.

16.7 DCATS shall in any case be freed and discharged from any liability, and claims for loss or damage shall be absolutely barred unless :

16.7.1 written notice of loss or damage is received by DCATS within 21 days of the date of collection of the Container by the Haulier ;  
and

16.7.2 proceedings are commenced and served on DCATS within 12 months of the date of collection of the Container by the Haulier.

16.8 For the avoidance of doubt DCATS's liability shall be limited to physical loss or damage to Containers, and DCATS shall have no liability whatsoever for indirect or consequential losses, including but not limited to claims for loss of profit, loss or market, or claims for indemnity for third party loss or damage.

16.9 The Owner will hold harmless and indemnify DCATS in respect of all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities referred to herein so far as the amounts so claimed are outside the exclusions or limits prescribed in this clause 16.

## 17. **Indemnity**

17.1 The Owner shall 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 the presence of its Containers in the Depot and will indemnify DCATS from against all proceedings and claims by third parties and expenses incidental thereto (including legal costs on a full indemnity basis) arising out of such use or presence or of any inherent quality or defect of the Containers, including but not limited to any leakage, seepage, contamination or pollution caused thereby.

17.2 The Haulier shall (in the election of DCATS) be treated as the agent of the Owner, and the Owner will indemnify DCATS in relation to any act, omission, breach of duty or otherwise of the Haulier resulting in any loss or damage whatsoever.

18. **Protection of Servants and Agents**

The employees servants and agents of DCATS shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. DCATS in undertaking cargo handling services does so on its own behalf and as agent for all its employees servants and agents.

19. **Data Protection**

19.1 DCATS may collect and process information relating to the Owner 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.

20. **Relationship to Special Agreements**

These Terms and Conditions are supplemental to any Special Agreement made between DCATS and the Owner and any other party relating to the Services except insofar as is expressly excluded thereby or inconsistent therewith.

21. **Variation of Conditions**

The foregoing conditions may be altered or varied at any time and from time to time in such respects and in such manner as DCATS may consider desirable.

22. **Notices**

All notices, notifications or other operational enquiries shall be addressed to DCATS in writing as follows:

Operations Manager  
Dublin Container & Transport Services Limited  
South Bank Quay  
Pigeon House Road  
Ringsend  
Dublin 4  
Ireland

23. **Jurisdiction**

All claims under these Terms and Conditions shall be determined according to the Laws of Ireland by the Irish Courts to the exclusion of the jurisdiction of the courts of any other country.

**DUBLIN CONTAINER & TRANSPORT SERVICES LIMITED**  
**September 2020**

# SCHEDULE 1

## DEPOT PLAN

