



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

THE MERSEY DOCKS AND HARBOUR COMPANY LIMITED

TERMS AND CONDITIONS

RELATING TO THE HIRE OF THE FLOATING CRANES

MAY 2018

LIVERPOOL

1. A person ("the Applicant") wishing to hire the Floating Crane and other related equipment ("the Crane") or other plant or equipment operated by The Mersey Docks and Harbour Company Limited ("the Company"), (such Crane and other plant and equipment being collectively referred to as "the Equipment"), shall make application to the Company on the prescribed form, copies of which can be obtained as detailed below.
2. An application for the hire of the Equipment shall be made where possible 30 working days (excluding Saturday, Sunday, Bank and other National Holidays) before the Equipment is required by the Applicant. The Company does not guarantee the availability of the Equipment which is subject to the operational requirements of the Company from time to time.
3. The Equipment may in an emergency or other special circumstance be taken from the Applicant for use elsewhere and no liability whatsoever shall attach to the Company in respect thereof.
4. The Company will not provide labour in connection with the use of the Equipment except the driver of the Crane, and where the Company is also the stevedore, Port Operations Workers. The driver of the Crane, and any of the Company's Port Operations Workers engaged with the Equipment, shall be deemed to be the servant and under the complete control of the Applicant for all purposes. The Applicant shall not cause or permit any person other than the Applicant to have the use of the Equipment. The Applicant shall not require any driver of the Crane or other employee of the Company to act in such a way as to endanger them, or any other person or property.
5. The Applicant or his Principal must provide all necessary tackle (including beams, slings, chains, ropes and shackles) for attaching to the Crane the article to be lifted, and all labour preparing, fixing and unfixing such tackle. Subject to availability, grabs for use with the Crane may be provided by the Company upon request.
6. The Applicant shall not cause or permit the Crane to be loaded beyond the safe working load as marked or indicated thereon. The Applicant is in all cases deemed to have actual knowledge of the safe working load of the Crane. In the event of a dispute as to the weight of a lift, the weight recorded on the Crane's weight meter shall be deemed to be the actual weight of the lift.
7. The Applicant shall comply with the provisions of the Factories Act or any regulations or Orders made there under (other than the provisions relating to the construction, examination or maintenance of the Equipment or of any tackle belonging to and used with the permission of the Company) and shall indemnify the Company against any claim, including any costs relating thereto and against any costs and expenses incurred by the Company in connection with any loss, injury or damage alleged to be attributable to any contravention of said provisions.
8. The Company shall not be responsible for, but shall be indemnified by the Applicant against, any claim (including any costs relating thereto) and against any costs and expenses incurred by the Company in connection with any claim for loss (including consequential loss), injury (including death) or damage alleged to be attributable to any act, neglect or default of any driver of the Crane or of any other employee of the Company engaged for the time being in connection with the Equipment, or to any delay arising from any failure or breakdown of the Equipment or in supplying the Equipment at the appropriate time. Any damage done to the Equipment or other property of the company by reason of use of the Equipment shall be made good at the expense of the Applicant. Provided that this indemnity shall not apply to any claim for damage done to the Equipment or the property of the Company attributable to any act, neglect or default of any driver of the Crane or of any other employee of the Company engaged for the time being in connection therewith where such act, neglect or default is the sole cause of the said damage save where acting under the explicit instructions of the Applicant.
9. Use of the Equipment outside the Company's docks shall be subject to these terms and conditions unless the Company specifies otherwise in writing.
10. The rates for the hire of the Equipment are chargeable for each application for hire whether the Equipment is used or not. An Applicant will not be permitted to retain the Equipment beyond the agreed

finishing time except with the permission of the Marine Contracts Manager. An Applicant who books time in excess of that required will be liable to charges for the excess time.

11. Unless otherwise stated to the contrary by the Company, the rates quoted by the Company for the hire of the Equipment shall not include the cost of any fuel consumed by the Crane.

12. Except where inconsistent with these Terms and Conditions the Company's General Cargo Terms and Conditions in force from time to time shall apply in relation to the hire of the Equipment.

13. The Company may collect and process information relating to the Applicant 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. For the purpose of this Clause 13, "Data Protection Legislation" means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, 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.

14. Copies of the prescribed forms referred to in Clause 1 can be obtained from Company's Group Marine Services Manager (telephone 0151 949 6011).

May 2018

THE MERSEY DOCKS AND HARBOUR COMPANY

APPLICATION FOR THE USE OF THE FLOATING CRANE AND OTHER EQUIPMENT

Please sign this form and return it to The Mersey Docks and Harbour Company, Maritime Centre, Port of Liverpool L21 1LA, retaining for you a duplicate copy.

Name of Applicant _____

Address _____

("The Applicant") hereby applies for the hire of the floating crane "....."

("the Crane") and other equipment as agreed

from.....hours on.....

to.....hours on.....

for the purpose of

.....

upon the Terms and Conditions attached hereto.

I/we confirm that I/we have received a copy of the Terms and Conditions to which this Application refers.

Signed by:.....

For and on behalf of:

Date:

May 2018