

# **Port of Felixstowe**

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## **SCHEDULE OF RATES AND CHARGES**

**1st JULY 2011**

All Enquiries To  
**Commercial Department**  
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The Felixstowe Dock & Railway Company incorporated by Act of Parliament in 1875, trading as Port of Felixstowe. All business is conducted in accordance with the current edition of the General Trading Terms and Conditions & General Bye-Laws, copies of which will be supplied on request.

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## SECTION 1 - SHIP RELATED CHARGES

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### 1.1 BERTH 8 & 9 TERMINAL SURCHARGE

For containers discharged/loaded from/to vessel berthed alongside Berth 8 & 9 per laden container

**Price on application**

### 1.2 CONSERVANCY DUES

Details of Conservancy Charges can be obtained from:

Harwich Haven Authority, Harbour House, The Quay, Harwich Essex CO12 3HH Tel: +44 (0)1255 243030 Fax: +44 (0)1255 241302 Telex: 987304

### 1.3 PILOTAGE

Details of Pilotage charges can be obtained from:

Harwich Haven Authority, Navigation House, Angel Gate, Harwich Essex CO12 3EJ Tel: +44 (0)1255 243030 Fax: +44 (0)1255 240933 Telex: 987304

### 1.4 LIGHT DUES

Where applicable, Ship Owners will pay Light Dues through Ships Agents for collection by the appointed agents of Trinity House.

### 1.5 MOORING

Charges per call:

	<b>£131.00</b>	<b>£270.00</b>	<b>£455.00</b>	<b>£653.00</b>	<b>£872.00</b>	<b>£1,107.00</b>
LOA (m)	0	61	92	150	200	240+

### 1.6 FRESH WATER

Drinking and boiler water is available at all quays on application to the Dock Tower.

Charges per Tonne	- up to 250 Tonne	<b>£3.63</b>
	251 Tonne upwards	<b>£3.77</b>
Monday – Friday 08.00 – 17.00		

All other times (except Public Holidays)

	- up to 250 Tonne	<b>£3.63</b>
	251 Tonne upwards	<b>£3.80</b>
plus labour surcharge, per hour (Minimum 8 hours)		<b>£10.50</b>

Public Holidays	- up to 250 Tonne	<b>£3.63</b>
	251 tonne upwards	<b>£3.80</b>
plus labour surcharge, per hour (Minimum 8 hours)		<b>£15.90</b>

### 1.7 MOORING BOATS

Mooring boats for running wires and transportation of stores and equipment can be obtained from;

Felixarc Marine Limited  
103 Orbis Energy  
Wilde Street  
Lowestoft, Suffolk  
Tel: 044 (0)1502 509215  
Fax: 044 (0)1502 539064

## 1.8 TOWAGE

Tugs can be obtained from:

Svitzer Towage Limited  
Wickenden House  
The Dock  
Felixstowe  
Tel: 044 (0)1394 613222  
Fax: 044 (0)1394 613018

## 1.9 SHIPS DUES

Tonnage Rates payable

	<b>Current rates per G.T.</b>
1 All Non-Contracted vessels undertaking cargo handling at the Port of Felixstowe (first 24 hours)	<b>£0.90</b>
2 Thereafter for each 24 hour period or part thereof	<b>£0.17</b>

## 1.10 WHARFAGE FOR CARGO TRANSFER, PRICE ON APPLICATION

## 1.11 VESSELS WITHOUT A VALID GROSS TONNAGE CERTIFICATE

Charges for vessels without a valid GT Certificate will be based upon a provisional tonnage calculated in accordance with the formula recommended by the Marine Safety Agency.

## 1.12 VESSEL DETENTION

Any vessel detained on berth for any reason, without the control of the Port Authority (e.g. arrest, outdated certificates), shall be permitted to remain free of charge for 12 hours. After 12 hours, a charge will be made for each subsequent period of 24 hours or part thereof at **£8.50** per metre, based upon the vessel's L.O.A.

Note: Delay on Berth due to non-electronic (Destin8) hazardous declaration for import, export or R.O.B. units as required to comply with Vessel Traffic Monitoring as part of the Consolidated European Reporting System, this charge will be valid from vessel completion.

## 1.13 LAY-BY BERTHS

Granting of Lay-By Berths will be at the sole discretion of the Port Authority

Charges per day or part thereof (excluding mooring and Port Waste Reception – see Section 1.4 and 1.12)

LOA (m)	0	51	82	130	200	240+	
		<b>£490.00</b>	<b>£692.00</b>	<b>£1,068.50</b>	<b>£1,393.50</b>	<b>£1,653.50</b>	<b>£1,800.00</b>

## 1.14 PORT WASTE RECEPTION

Unless exempted, all vessels calling at the Port of Felixstowe will be required to pay a charge towards the cost of waste reception facilities.

Vessels up to 20,000 GT **£28.25** per call

Vessels over 20,000 GT **£56.50** per call

These rates may be subject to change during the life of this Tariff Booklet.

## SECTION 2 -GOODS EXAMINATION AND SECURITY CHARGES

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### 2.1 CUSTOMS IMPORT ENTRY AND REMOVAL REQUEST

A charge of **£10.50** per Customs Import Entry will be levied against cargo currently entered using C88 or C21 type entries. In addition a charge of **£8.70** will be levied for containers entered under removal procedure using RRO/RRC type entries. These charges will be used to off-set the running and manning costs of the examination facilities, and will cover the cost of any examination of import goods by H.M. Customs & Excise and Trading Standards including multiple examinations, and will be in addition to charges for specific consignments as detailed elsewhere in this section. This charge will also cover the cost of positioning containers at the examination facility, and gas checking for fumigant prior to presentation of cargo.

### 2.2 H.M.C. EXAMINATION AT T.C.E.F. (IMPORT CARGO)

For any examination or identity checking by H.M.C. at T.C.E.F. a surcharge of **£89.20** per container will be levied in addition to the customs import entry charge.

### 2.3 EXAMINATION BY PORT HEALTH/DEFRA (IMPORT CARGO)

For any examination or identity checking by Port Health or DEFRA a surcharge of **£89.20** per container (inclusive of positioning and gas checking) will be levied in addition to the customs import entry charge.

### 2.4 COMMON AGRICULTURAL POLICY GOODS (IMPORT CARGO)

Units selected for examination which contain Common Agriculture Policy' goods, will incur a charge of **£89.20**, per container irrespective of the amount of cargo removed for the examination process. This charge is inclusive of positioning and gas checking in addition to the customs import entry charge.

### 2.5 FORESTRY COMMISSION EXAMINATIONS (IMPORT CARGO)

Containers selected for Forestry Commission examination will incur a surcharge of **£89.20** per container, inclusive of positioning and gas checking in addition to the Customs Import Entry charge.

### 2.6 X-RAY SCANNING (IMPORT & EXPORT CARGO)

Presentation of import, export or transshipment unit's for X-Ray scanning, per occasion:

Containers	<b>£51.30</b>
Trailers	<b>£23.75</b> plus <b>£19.00</b> if FDRC effects transport.
Driver Accompanied	<b>£23.75</b>

### 2.7 ENVIRONMENT AGENCY EXAMINATION (IMPORT CARGO)

Containers selected for Environment Agency examinations will incur a surcharge of **£89.20** per container, inclusive of positioning and gas checking, in addition to the customs import entry charge.

### 2.8 EXPORT CARGOES

- (1) Export door side examination (CAP or non-CAP goods) **£94.20** per container (inclusive of positioning and gas checking).
- (2) Export examination partial or full out-turn of non-CAP goods **£148.90** per container (inclusive of positioning and gas checking).
- (3) Export CAP examination partial out-turn **£148.90** per container (inclusive of positioning and gas checking).
- (4) Export CAP examination full out-turn **£439.60** per container (inclusive of positioning and gas checking).

### 2.9 POSITIVE GAS CHECK

Any units found to contain residues of fumigant above the occupational exposure level will incur an additional venting charge of **£114.00**. See also section 6.22.

#### NOTES:

- 1 Following experience of changes to EC Statutory requirements, the Port of Felixstowe must reserve the right to review all the charges specified in this section.

- 2 Whilst we will always attempt to re-load cargo back into the original container, experience has shown that in some circumstances this may not be possible. Rather than risk damaging cargo any overspill of packages will be stored appropriately free of charge for 7 days. In such circumstances the nominated agent will be informed, but we will not accept any liability for any additional costs, which may be incurred.
- 3 Normal Working Hours at the Examination Facilities. Monday - Sunday 07:00 - 19:00 Public Holidays Subject to voluntary labour. Collections & deliveries via 70 Shed as above.
- 4 Cargo devanned as a result of Statutory Authority requirements will be stored free of charge for 7 days, after which time normal storage charges will be incurred (see section 6.2).
- 5 The Port of Felixstowe has neither facilities nor approval for the handling of Live Animals, (with the exception of inter-EU trade), hanging meat, genetic material or C.I.T.E.S. (specimens or derivatives of endangered species).

## 2.10 SECURITY CHARGE

Imports. All import full containers will incur a charge of **£10.50**, which will be raised to the nominated clearing agent (as indicated on Destin8) at the time of out-gate.

Export. All export full containers will incur a charge of **£5.50**, which will be raised to the export declarant (Destin8 badge holder who enters the UCR - Unique Consignment Reference - or makes the Community Status Declaration) on Destin8 at the time of loading.

## 2.11 DOORSIDE EXAMINATION (BILL OF SIGHT)

Including gas check, opening/closing doors, two movements **£95.00**.

## 2.12 INFRASTRUCTURE CHARGE

All import full containers will incur a charge of **£5.50**, which will be raised to the nominated Clearing Agent (as indicated on Destin8) at the time of out-gate.

## SECTION 3 - NON-CONTRACT STEVEDORING & WHARFAGE CHARGES (CHARGES FOR GENERAL CARGO)

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### 3.1 OUT OF HOURS DISCHARGE/LOADING OF UNITS/GOODS

Charge per Gang, per hour:

Monday – Friday 16.30 - 08.00 (Minimum charge 4 hours)	<b>£204.00</b>
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08.00 Saturday – 08.00 Monday (Minimum charge 8 hours)	<b>£235.00</b>
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Public Holidays (Minimum charge 8 hours)	<b>£290.00</b>
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### 3.2 OVERTIME REQUESTED AND CANCELLED

Minimum charge 4 hours at rates in 3.1 above.

### 3.3 STANDING BY - VESSEL OR GOODS

Charge per Gang, per hour:	
Monday – Friday 08.00 – 16.30	<b>£120.00</b>
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Monday – Friday 16.30 – 08.00	<b>£144.00</b>
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08.00 Saturday – 08.00 Monday	<b>£167.00</b>
<hr/>	
Public Holidays	<b>£190.00</b>

### 3.4 STANDING BY – ADVERSE WEATHER

Charge per Gang, per hour:	
Monday – Friday 08.00 – 16.30	<b>£104.00</b>
<hr/>	
Monday – Friday 16.30 – 08.00	<b>£120.00</b>

### 3.5 BREAK-BULK STEVEDORING, DISCHARGE AND LOAD

Based on gross cargo weight (tonnes) - charges per tonne.

Weight Range	Direct Delivery	Minimum Charge	Throughstore	Minimum Charge
Up to 20	<b>£28.00</b>	<b>£280.00</b>	<b>£37.20</b>	<b>£372.00</b>
Over 20 up to 45	<b>£28.00</b>		<b>£37.20</b>	

All lifts over 45 tonnes may require specific berth allocation and is subject to availability. Any additional vessel costs incurred to facilitate lift will be for customers account.

#### Standard Lifts

Over 45 up to 60	<b>£30.30</b>		<b>£40.37</b>	
Over 60 up to 65	<b>£31.40</b>		<b>£41.80</b>	

#### Super Heavy Lifts

Over 65 up to 80*	<b>£36.70</b>		<b>£48.70</b>	
Over 80 up to 90**	<b>£41.90</b>		<b>£55.70</b>	

\* Cranage in heavy lift mode – call for details

\*\* Only possible from commissioning of FSR development (Felixstowe South)

Yachts/Boats and similar cargoes – charges per cubic metre (m3)

Direct Delivery	Minimum Charge	Throughstore	Minimum Charge
<b>£4.45</b>	<b>£1,050.00</b>	<b>£5.92</b>	<b>£1,413.00</b>

#### Notes

All lashing and securing undertaken on a permanent or temporary basis to facilitate shipment will be charged as per labour and material used. On provision of full cargo details, estimates can be obtained via the Commercial Dept (Tel. 01394 602040).

Storage and positioning charges will be raised as per tariff.

Yachts, boats and similar cargoes loading or discharging to/from vessel via water will be charged at the throughstore rate.

All cargoes in excess of 45 tonnes or of unusual size, shape or configuration will require detailed lashing and lifting plans to be provided at least 48 hours prior to arrival. Such details to include scale drawings indicating dimensions, certified lifting points, centre of gravity and any eccentric loading points. Failure to provide such information within the specified timescale as indicated above may incur additional charges or could result in refusal to handle.

Restricted vessel stow positions may apply to cargo in excess of 65 tonnes.

## **SECTION 4 -NON-CONTRACT CONTAINER & RO-RO TERMINAL CHARGES**

### **4.1 ADDITIONAL CONTAINER AND RO/RO TERMINAL CHARGE**

(For units/goods discharged/loaded outside 07.45 hours to 07.45 hours Monday to Saturday or on Public Holidays)

Charge per gang, per hour (Minimum charge 12 hours):

07.00 Saturday to 07.00 Monday	<b>£373.50</b>
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Public Holidays	<b>£554.50</b>

### **4.2 OVERTIME REQUESTED AND CANCELLED\***

\*Minimum charge 12 hours at the Standing By for Vessel Charges quoted below.

### **4.3 STANDING BY -VESSEL OR GOODS**

Charge per Gang, per hour:

At all times except Public Holidays **£378.90**

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Public Holidays **£507.60**

### **4.4 STANDING BY – ADVERSE WEATHER**

Charge per Gang, per hour: **£220.00**

At all times except Public Holidays

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Public Holidays **£295.20**

## **SECTION 5 - STORAGE CHARGES FOR IMPORT/EXPORT GOODS**

### **5.1 IMPORT STORAGE CHARGES**

#### **1. Containers, Flats and Platforms.**

Storage charges per unit per day or part thereof, including Public Holidays. Where units are collected within 5 days from commencement of discharge from the vessel, no storage will be charged

Charges from the 6th day from the commencement of discharge of vessel to the 12th day:

Up to 20ft	<b>£13.60</b>
Over 20ft	<b>£27.20</b>

Charges from the 13th day onwards:

Up to 20ft	<b>£36.70</b>
Over 20ft	<b>£73.40</b>

**NB.** Empties devanned by the Port Authority will remain as import status until such time as they are transferred to an empty stock UVI, vessel UVI or collected at which time import storage will cease.

## **PUBLIC HOLIDAYS**

The period Good Friday to Easter Monday inclusive, May Day, the Spring and Autumn Bank Holidays, New Year's Day, and the period from close of normal work to the resumption of normal work over the Christmas Holiday, will be excluded from the calculation of the import storage free periods.

**NB.** When units are not collected within the Extended Free Periods, normal storage conditions apply.

### **2. Break-Bulk Cargo (defined as any cargo discharged loose from a vessel)**

Storage charges per day or part thereof, including Public Holidays.

Charges from the 6th day from the commencement of discharge of vessel to the 12th day:

**£85.00** (including mafi hire)

Charges from the 13th day onwards:

**£154.00** (including mafi hire)

### **3. Ships Stores (See also Section 7.5)**

Storage charges will be calculated at a minimum of 1 revenue tonne per consignment per day, or part thereof including Public Holidays. Revenue tonne based on 1,000 kilos by weight or 2.5 cubic metres by measurement whichever is the greater and pro-rata for part of a revenue tonne. For this purpose weight will be calculated to the nearest 50 kilos and measurement to two decimal places

Charges from the 6<sup>th</sup> day of discharge to the 12<sup>th</sup> day: **£3.70**

Charges from the 13th day onwards: **£10.80**

Devanned/Consolidated cargoes please refer to Section 6.2.

## **5.2 EXPORT STORAGE CHARGES**

### **1. Containers, Flats and Platforms**

Storage charges per day or part thereof including Public Holidays.

Units in-gated and shipped on the nominated vessel, within the receiving period for the vessel (as indicated on Destin8) will not incur storage charges.

Units in-gated in advance of the receiving date, rent will be charged from date of in-gate to the date prior to the receiving date of the vessel they are eventually shipped. In addition change of location due to early receipt will be charged as per Section 6.1(2) and change of executive information as appropriate as per Section 6.1 (1).

Up to 20ft **£13.60**

Over 20ft **£27.20**

### **2. Break-Bulk Cargo (defined as any cargo loaded loose to a vessel)**

Storage charges per day or part thereof including Public Holidays.

Break-bulk cargoes will be accepted on quay subject to prior booking, depending on dimensions/weight which will dictate if direct delivery to vessel or through store required. Where break-bulk cargoes are in-gated in advance of agreed receiving dates, rent will be chargeable from the in-gate date until the day prior to the agreed receiving date for the vessel on which the cargo is eventually shipped.

Break-bulk cargoes in-gated and shipped on the nominated vessel, within the receiving date for the vessel (as indicated on Destin8) will not incur storage charges.

**£85.00** (including mafi hire)

### **3. Ships Stores (also see Section 7.5)**

Storage charges per day or part thereof, per revenue tonne based on 1,000 kilos by weight or 2.5 cubic metres by volume, whichever is the greater. For this purpose weight will be calculated to the nearest 50 kilos and measurement to two decimal places, minimum charge 1 revenue tonne per consignment per day, or part thereof, including Public Holidays.

Cargoes delivered and loaded direct to vessel will not incur storage charges. Arrangements can be made to receive ships stores via 70 Shed 5 days in advance of the intended vessel.

Charges from 6<sup>th</sup> day to date loaded to vessel                      £3.50

### **4. Frustrated General Goods and Unitised Goods**

Goods or units received from inland transport and subsequently re-delivered to inland transport will be charged storage from the date of receipt until date of removal from the Port as per section 5.2.1.

### **5. CCTV Compound**

Containers may be stored on mafis/trailers in a compound monitored 24 hours per day by Closed Circuit Television Cameras for a charge (in addition to the normal rental charges) of **£60.20** per container per day or part thereof, including mafi/trailer hire. Inter Terminal Transfer charges will also apply (see section 6.1).

### **6. Transhipment Units**

Transhipment units are required to be declared via Destin8 at least 4 hours before import vessel arrival to attract the transhipment rate. Transhipment units will be stored free of charge for 14 days from and including date of import vessel arrival. Thereafter rent will be charged as per section 5.2.1.

For this purpose a transhipment unit is defined as a container, platform or flat discharged from one vessel and loaded onto another vessel within the Port of Felixstowe.

Inter Terminal transfer charges (see Section 6) will be raised where appropriate.

## **SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES**

### **6.1 CONTAINER/TRAILER CHARGES**

Charges per container/trailer, per occasion:

1. Unit Changes of Executive Information **£25.10**

Upon shipment of an Export or Transhipment unit, if the Line or Agent have changed any of the following information that had been declared on delivery of the Export unit or after 4 hours before the import vessel arrival for the Transhipment unit, then a Change of Executive Information charge will be raised.

Weight Change +/- 2.0T

Next Port of Discharge Change

Vessel/Voyage Change

2. Relocation within the container yard of export units received early or not shipped on nominated vessel **£25.10**
3. Inter Terminal Transfer **£25.10**
4. Positioning for Devanning/Consolidation, Fumigation, Venting, Inspection (of container or seal) and Repair **£25.10**

5. Receiving/Redelivery to vehicles (Frustrated Export) **£62.30**

6. Transfer to/from Third Party premises within the Dock Estate **£50.20**

## **6.2 DEVANNING/CONSOLIDATION**

Flats, platforms, trailers, mafi trailers etc. – by special arrangement only, excluding public holidays)

Unloading/Loading to order of contents and delivery/receiving from/to transport excluding Boats, Motor Vehicles/Motor Cycles and certain Heavy Lifts (see below). Minimum charge per container, 2 revenue tonnes. All requests for work must show weight/cubic measurement. In addition a charge of two moves as per section 6.1 will be incurred per occasion.

Charges per revenue tonne:

Devan/Consolidation to/from warehouse **£24.07**

Devan/Revan direct between containers **£24.07**

Devan/Revan via shed (including partial devan)  
(plus container positioning charges – see above) **£35.37**

Charges will be based on a revenue tonne of 1,000 kilos by weight or 2.5 cubic metres by measurement (whichever produces the greater revenue) and pro rata for part of a revenue tonne. For this purpose weight will be calculated to the nearest 50 kilos and measurement to two decimal places.

Goods loaded into End Door Containers, Ex-transit Shed or received from End Door Containers into Transit Shed, all such goods will incur a surcharge of **£11.00** per tonne in addition to any quoted rate.

Storage charges will be calculated at a minimum of 1 revenue tonne per consignment per day or part thereof, including Public Holidays. Goods will be stored for 7 days from day of receipt and no storage will be charged. Thereafter storage will be charged per revenue tonne per day or part thereof as follows:

Day 8 to 14 **£3.70**

Day 15 onwards **£10.80**

Goods for destruction due to statutory authority requirements. Day 8 onwards (calculated on combined weight or cube).

**£1.80**

## **6.3 BOATS**

Unloading/Loading to order of contents and delivery/receiving from/to transport and to/from Flats, Platforms, etc will be charged **£4.08** per m3. Storage, securing and container positioning charges will be raised as per Tariff.

## **6.4 LOOSE MOTOR CARS/MOTOR CYCLES**

Devan loading to order of contents and receiving from transport will be charged **£102.60** per motor car/motorcycle. Any storage, securing and positioning charges will be raised as Tariff.

## **6.5 MOTOR VEHICLES**

Charges for the following services:

Bleeding Air from Fuel Systems (Diesel) at the Labour Hire Charges (See Section 6.12)

Jump starting vehicles, per vehicle **£4.90**

Inflating Vehicles Tyres, per tyre **£4.90**

**6.6 HEAVY LIFTS/OUT OF GAUGE**

Unloading/loading to order of contents and delivery/receiving from/to transport and to/from Flats, Platforms etc., will be charged at **£17.60** per 1000 kilos direct (minimum **£86.00**) or **£21.00** per 1000 kilos through store, (minimum **£105.00**). Storage, securing and container positioning charges will be raised as per Tariff.

**6.7 LASHING, CHOCKING & DUNNAGING CARGO**

On request this work will be charged at the Labour Hire Charges plus cost of any materials supplied.

**6.8 PALLET REFURBISHMENT**

Shrink-wrapping, banding, pallet repairs/replacement etc, rates available on application.

**6.9 FIRE DEPARTMENT EQUIPMENT**

Charges per hour:

Fire Appliance	<b>£57.60</b>
Mobile Water Pump	<b>£19.40</b>
Oil boom	<b>£115.20</b>
Small fork lift (inclusive of driver)	<b>£56.30</b>
Small Fire Truck (inclusive driver)	<b>£56.30</b>
Heavy lift top lift (inclusive driver)	<b>£116.20</b>
Rescue Van	<b>£25.50</b>
Safety Car	<b>£15.30</b>

Fire crew and safety personnel will be charged in addition at Labour Hire Charges.

**6.10 USE OF FIRE HAZARDOUS COMPOUND**

Per day or part thereof, including mafi/trailer hire. Inter Terminal Transfer Charge and container storage will also apply (see section 6.1 and 5.1/5.2). Not including labour, materials and equipment.

**£60.18**

**6.11 LABOUR HIRE**

Upon request and subject to availability, labour can be hired at the following rates:

Charge per man hour:

08.00 hours to 16.00 hours Monday to Fridays (Minimum 1 hour)	<b>£29.62</b>
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After 16.00 hours to 24.00 hours, Monday to Friday (Minimum 4 hours)	<b>£33.28</b>
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08.00 hours to 16.00 hours Saturday (Minimum 8 hours)	<b>£33.28</b>
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00.00 hours to 08.00 hours Tuesday to Saturday & 16.00 hours Saturday to 08.00 hours Monday (Minimum charge 8 hours)	<b>£38.00</b>
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Public Holidays (Minimum 8 hours)	<b>£40.10</b>
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<b>6.12</b>	<b>PACKAGED TIMBER – REMAKING/REBANDING</b>	
	Broken packages as noted ex. ship Remaking/rebanding, per package	<b>£20.70</b>
	Rebanding, per package	<b>£9.32</b>

<b>6.13</b>	<b>MAFI/TRAILER HIRE</b>	
	Charge for Mafi/Trailers (Minimum hire period 1 day)	
	Mafi/Trailer (minimum hire period: 1 day)	<b>£44.00</b>
	Other equipment on application.	

**6.14 PORT POLICE, FIRE & AMBULANCE SERVICES**

In special circumstances services rendered by Port Police, Fire and Ambulance will be charged at the Labour Hire Charges (see Section 6.11) plus cost of any materials supplied.

1. Port Police service charges:

Detention/ escort of detainee per hour (min. 1 hour)	<b>£22.00</b>
Meals, per meal	<b>£7.90</b>
Vehicle Mileage, per mile	<b>£0.94</b>

2. Storage of stolen/seized vehicles

Per vehicle per day or part thereof	<b>£26.17</b>
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3. Release fee for clamped vehicle/trailer

Per vehicle/trailer per occasion	<b>£183.14</b>
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4. Port Police escort of abnormal load

Abnormal loads within 1 mile of the Port boundary, per journey	<b>£26.17</b>
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5. Private hire of Police Officers:

By arrangement, subject to availability	
Monday – Friday 0745 – 2345 per hour (minimum 1 hour)	<b>£46.10</b>
Monday – Friday 2345 – 0745 and throughout the weekend per hour (minimum 1 hour)	<b>£55.50</b>

**6.15 BUILDING & MAINTENANCE, ENGINEERS & ELECTRICIANS**

Services or work performed by any of these disciplines will be charged at the Labour Hire Charges plus cost of any materials supplied.

**6.16 RAIL TERMINALS**

Units which arrive at a Rail Terminal with missing, insufficient or inaccurate documentation resulting in such units being stood down at the Terminal will incur a flat rate charge of **£25.10** per unit.

Should such units remain at the Rail Terminal for a period in excess of 24 hours, (until documentation is properly available), storage charges per day or part thereof, will be applied as described under “Frustrated General Goods and Unitised Goods” (see Section 5.2.4).

## **6.17 REFRIGERATED CONTAINERS & FANTAINERS**

Charges per container, per day or part thereof:

Landside – Containers	
Use of plug in point and power supplied	<b>£18.40</b>
Landside – Fantainers	
Use of plug in point and power supplied	<b>£3.70</b>
Plugging/unplugging and monitoring (3 daily inspections)	<b>£13.10</b>
On board vessel plugging/unplugging	<b>£9.25</b>

## **6.18 SORTING, LABELLING, SAMPLING & WEIGHING**

Upon request and provided labour is available, goods may be sorted to Bill of Lading, size or mark, sampled or labelled, or weighed at the Labour Hire Charges (see Section 6.11).

## **6.19 T.C.E.F. (Temperature Controlled Environmental Facility)**

Removing goods from or replacing goods in containers or trailers:	
Palletised goods, per pallet, per move	<b>£11.60</b>
Loose cartons, per made up pallet per move	<b>£23.03</b>
No fixed storage facility is available but mobile reefer units can be hired. Rates on application. Any goods moved within the container or trailer to locate those to be removed or to redistribute axle weight will be charged as follows:	
Palletised goods, per pallet handled	<b>£11.60</b>
Loose cartons, per carton handled	<b>£0.50</b>

The provision of labour to level loads to obtain correct axle weights or for any other reason will be charged for at the Labour Hire Charges (see Section 6.11).

A minimum charge of **£43.05** will apply for handling operations at the Cold Store facility.

## **6.20 RELOCATION OF INCORRECT EXPORT DELIVERIES**

Any export container which is delivered either (a) to the wrong block, or (b) to the correct block but more than 20 rows away from where it was designated to be will incur for the delivering haulier a charge of **£61.45** as recovery of the additional cost incurred in relocation.

## **6.21 PORT OF FELIXSTOWE COMPUTER PRINTOUTS/COPY UNIT INTERCHANGE REPORTS AND DANGEROUS GOODS NOTES**

Further system upgrades will ensure that information currently provided from Port of Felixstowe systems will be available from the community system Destin8. At this time any computer print-outs requested and provided from Port of Felixstowe systems will be charged for at the rate of **£15.70** per print, if up to 3 months old or **£20.75** per print, if over 3 months old. The same rates will be applied for each copy unit interchange report or dangerous goods note requested.

## **6.22 DANGEROUS GOODS**

In view of EC and UK legislation regarding the requirement to report Dangerous Goods to the Port and National Authorities. We reserve the right to prescribe that the method of reporting import, export and R.O.B. dangerous goods (including NIL returns) shall be by Destin8 electronic systems and this is the only

method by which we will accept this information.

Any Non-Confirmations including NIL returns will be subject to a charge of **£28.78** per category (Import Export and ROB) per arrival and departure per vessel.

Note: ROB and import cargoes should be confirmed no later than 24 hours prior to vessel arrival unless the transit is less than 24 hours in which case confirmation should be carried out on departure from the previous port.

Note: delay on berth due to Non or late Destin8 systems notification of export or R.O.B. dangerous goods may be subject to vessel detention charges, see section 1.10.

Any amendments that are required following an incorrect declaration or a non-declaration of information will be subject to a charge of **£1.70** per dangerous goods unit with a minimum charge of **£31.40**.

Amendments to hazardous information pertaining to exports (including transhipments) already on the terminal may result in the unit being placed on internal hold by our Dangerous Goods Office. If the amendment includes the addition or deletion of a UN number or Marine Pollutant/Limited Quantity indicator a charge for Change of Hazardous information will be applied at the rate of **£18.84** per container. This charge will be in addition to those detailed in Para 5 above.

If the amendment dictates the original placards may be in error, the DGO will contact the responsible Shipping Line and request clarification. This may require units to be physically inspected, in which case the DGO will advise offering the following options:

- a) DGO (subject to availability of staff) and subject to confirmation in writing agreeing to accept charge **£26.17** per container, will arrange to have the placards checked. If hazardous placards are required to be added or removed the DGO will advise requesting the customer to Contact the CSC Dept. as option (b) below.
- b) Customer requests via CSC Dept. (copy DGO) to have unit moved into designated safe area approved for contractors to carry out work, agreeing to accept charges **£58.60** per container (includes movement and administration).

#### General Handling Surcharge

Customers undertake to deliver or collect dangerous goods (IMDG Codes 1-9) in accordance with instructions issued by the Docks Manager.

For each consignment of dangerous goods handled though the Port a charge will be raised against the Line controlling such movement. Alcoholic beverages as embraced within class 3 of the IMDG code (U.N.3065) will be excluded. This charge will be **£5.86** per container or trailer.

When attendance on the quay of the fire tender and crew is required to comply with “special conditions” of the Port Explosives License when certain types of high explosive are lifted to or from a vessel, a charge of **£398.00** shall be payable for such attendance.

#### **6.23 RECEIVING OR DELIVERING OUT OF HOURS**

Containers which are received or delivered outside the published container terminal opening times will incur a surcharge of **£95.75** per container.

#### **6.24 FUMIGATION**

Any unit required for fumigation as a result of UK statutory authority requirement will incur a charge of **£69.00** (inclusive of positioning). Customers contractor responsible for fumigating and issuing gas free certificate.

**NB:** Commercial fumigation is currently not available on site.

## **6.25 VENTING**

Commercial venting currently not available on site. For statutory examinations requiring venting, refer to Section 2.9

## **6.26 JAMMED TWIST LOCKS / STACKING CONES AS CONFIRMED IN WRITING AT THE TIME**

Option 1: FDRC carry out the work **£75.03** inclusive and irrespective of the number of twist locks / stacking cones jammed, including cutting and burning out.

Option 2: Customers Contractors carry out the work **£52.32** including positioning, administration and use of specialised frame. Note: We reserve the right to apply additional charges if the nominated contractor does not attend at the date / time agreed

## **6.27 MIS-DECLARED EXPORT EMPTY CONTAINERS**

Any unit declared as empty via Destin8 pre-entry and confirmed as empty by the driver presenting the unit but subsequently found to be full when attempted to be lifted, will be placed on internal hold, pending update from the shipping line concerned agreeing to accept charges.

2 x movements charges, see also Section 6.1 (3)

Inspection fee	<b>£76.40</b>
Administration charge	<b>£24.07</b>

## **6.28 WIRE LIFT FLATS/PLATFORMS**

Import or Export. Cargoes which necessitate a wire lift will incur an additional charge of **£38.20** per unit for transfers to/from road transport.

## **6.29 LASHING AND SECURING SERVICES AS CONFIRMED IN WRITING AT THE TIME**

Option 1: Customers' contractor to carry out the work. **£50.23** including positioning, administration and use of area. Note: we reserve the right to apply additional charges if the approved contractor does not attend on the date/time noted.

Option 2: On request, FDRC carry out the work. **£43.74** which includes inspection of lashings and tighten as required. If additional lashing/securing is required this will be advised at the time.

Note: FDRC will not authorize contractors to carry out lashing and securing of cargo which has not previously been lashed, or where the lashings have broken free.

## **SECTION 7 - TERMS & CONDITIONS FOR IMPORT & EXPORT GOODS**

### **7.1 DANGEROUS GOODS & HAZARDOUS MATERIALS MANUAL**

Copies of this document can be obtained from the Dangerous Goods Officer at the Port Fire Station Telephone: +44 (0)1394 604732.

### **7.2 PRE-SLUNG GOODS**

Before any such goods can be handled, a current test certificate for the equipment must be produced.

### **7.3 GENERAL TRADING TERMS & CONDITIONS**

All goods are accepted by the Port subject to the General Trading Terms & Conditions of the Felixstowe Dock and Railway Company (a Statutory Company incorporated in 1875) which trades as the Port of Felixstowe. The General Trading Terms and Conditions are set out in Section II.

#### **7.4 SHIPS STORES**

Per parcel/pallet landed/shipped (minimum charge **£42.07**) **£18.31**

In addition a charge of two moves as per section 6.1 will be incurred per occasion

**NB.** Import/export cargo will be stored free of charge from date of receipt/discharge for a period of 5 days, thereafter as per section 5.1.3 and 5.2.3.

#### **7.5 STANDARD SHIPPING NOTES/UNIT LOAD NOTES**

All loose goods presented to the Port for shipment must be accompanied by a properly completed Standard Shipping Note. All units must pre-entered into Destin8 prior to arrival.

#### **7.6 VALUE-ADDED TAX**

All charges quoted are exclusive of VAT. Where applicable, this will be charged in addition and shown separately on the invoice.

#### **7.7 TRANSHIPMENT NOTIFICATION**

The method for notification of transshipments shall be by Destin8 electronic declaration which must be made at least 4 hours prior to import vessel arrival to attract transshipment rate.

### **SECTION 8 - SAFETY DEPARTMENT**

The Safety Department will on request provide the following courses and other safety activities for Companies within the Port curtilage as follows:

#### **8.1 COURSES**

Charge per person (minimum 12 people per course):

1 hour Fire Extinguisher Course **£21.66**

2 hour Dangerous Goods Awareness Course **£42.07**

1 day Dangerous Goods Course **£142.32**

#### **8.2 ENVIRONMENTAL MONITORING AND SURVEY**

Charge per hour (minimum 1 hour):

Noise Levels **£29.41**

Light Levels **£29.41**

Gas and Fume **£29.41**

#### **8.3 SAFETY AUDIT AND REPORT**

Rates on Application

**All charges quoted are subject to Value Added Tax.**

For further information contact the Safety Department Telephone: +44 (0)1394 604728; Facsimile: +44 (0)1394 604653.

## **SECTION 9 - TRAINING CENTRE**

### **9.1 FACILITIES**

The following facilities are available for hire within a self contained Training Centre:

Delegate seating capacity

Lecture Room 1	12
Lecture Room 2	14
Lecture Room 1 + 2	40
Lecture Room 3	12

(This facility is equipped with ten computer workstations).A full range of presentational aids, including overhead and slide projectors, V.C.R. and flipcharts are available for use with these facilities. Any combination of the above facilities may be hired. Rates on Application.

### **9.2 COURSES**

Training courses are available on all types of Cargo Handling operations / equipment including IT. All instructors are fully accredited by the relevant National Bodies as appropriate.

Individual courses can be tailored to suit clients' needs. Rates on Application.

## **SECTION 10 - MARINE OPERATIONS**

### **10.1 MARINE INFORMATION**

Felixstowe Dock Tower (Telephone: +44 (0)1394 604724) is manned 24 hours per day and is the co-ordination point for marine activities within the Port of Felixstowe. From the Tower, Marine Controllers maintain liaison with and provide information to Harwich Harbour operations, pilots, terminals, agents, tugs and mooring boats, control deployment of mooring parties, and provision of watering services.

### **10.2 BERTHING INFORMATION**

Harwich Haven Operations are continuously updated by our Marine Controllers with berthing requirements and information is available via H.H.A. radio or direct from Felixstowe Dock Tower.

### **10.3 COMMUNICATIONS**

Marine Controllers communicate direct with vessels when vessels are in close proximity or alongside berths, via VHF channel 74. At other times communications should be through Harwich Haven Operations via Harwich Harbour Radio who will, if required, relay information to Felixstowe.

### **10.4 MOORING PARTIES**

Mooring parties are provided directly by the Port of Felixstowe and their deployment is under the control of the Marine Controllers. Contact Felixstowe Dock Tower direct or via Harwich Harbour radio.

### **10.5 HAVEN PILOTAGE AND HARBOUR OPERATIONS**

The Haven Pilotage Service and Harbour Operations are operated by the Harwich Haven Authority. These services are provided on a continuous 24 hours per day basis for vessels, using the Port of Felixstowe and other Haven ports. The following communication facilities are available:

## 10.6 V.H.F. RADIO TELEPHONE

Channel 16	Safety Channel.
Channel 71	Prime Harbour Working Channel. Call sign "Harwich VTS".
Channel 20	Harbour Radar Channel.
Channel 10, 12	Tug Working Channels.
Channel 9	Pilotage Working Channel. Call sign "Haven Pilot".
Channel 74	Port of Felixstowe – Dock Tower

**N.B.** All vessels of more than 50 g.r.t. must carry V.H.F. equipment capable of communicating with Harwich Harbour Operations Service and must listen out and report on Channel 71 as required, when in transit or at anchor within the Harbour.

## 10.7 TELEPHONE COMMUNICATION

Harbour Operations Service – Shipping and Operational Information (24 hour service). Telephone: +44 (0)1255 243000 Fax: +44 (0)1255 241325 Telex: 98472 HAROPS G.

## 10.8 RADAR

A sophisticated radar surveillance system is in operation with radar coverage of Harwich Harbour and the seaward approaches.

## 10.9 OTHER EQUIPMENT

Harbour Operations is equipped with a very sensitive V.H.F. Direction Finding System able to pinpoint and indicate on the radar screens the exact location of any vessel transmitting on the frequency selected. Sophisticated recording equipment allows the radar video sequence and operations V.H.F. conversations to be played back after any incident. Tide gauges situated at Harwich and Felixstowe are remoted back to the operations room. Wind speed and direction information is provided from Harwich.

## 10.10 REPORTING

Masters of vessels entering Harwich Harbour for Felixstowe or departing for sea are required to comply with the harbour Reporting Regulations as follows:

The Harwich Harbour VTS co-ordinate all vessels, piloted and non-piloted, bound to and from the Haven ports of Felixstowe, Parkeston Quay, Mistley, Ipswich and Harwich. Notice for arrival and departure for vessels over 50 GT is the same for all vessels, irrespective of whether the services of a pilot are required.

## 10.11 ARRIVAL

From Agent:

At least 24 hours before arrival or at time of leaving last port Provisional ETA and pilotage requirement; notification of dangerous substances in transit through Harwich Harbour. Fax: +44 (0)1255 241325 Telex: 98472 HAROPS G.

Ships bound for Felixstowe and requiring a pilot, shall notify Harwich Haven Operations eight hours in advance, giving ETA at the 'Sunk' or 'Cork' Pilot Stations, as appropriate. Also included in the ship's initial message must be her length overall, gross tonnage, maximum draught, departure port and destination port.

Confirmation of ETA should be given on VHF Channel 9 at least 3 hours before arrival at the Pilot station. Failure to provide the ETA and subsequent confirmation could result in delay to the ship.

In the case of a ship engaged in the short-sea trade, the initial ETA may be passed at the time of leaving the last port of call, if passage time is less than 8 hours.

A ship having complied with the above conditions and then having anchored before embarking a pilot, must give Harwich Haven Operations adequate notice of requiring the services of a pilot. Failure to give such notice could result in delay to the ship.

Requests from inward-bound ships for the services of a pilot from the Rivers Blackwater, Colne, Crouch or Roach may also be passed through Harwich Haven Operations.

## 10.12 DEPARTURE NOTIFICATION

Outward bound ships, or ships moving within the compulsory area, which require the services of a pilot, shall give at least two hours notice of their Estimated Time of Departure. Within this two hour period, ships are required to update Harwich Haven Operations with regard to information on the original ETD and confirm the requirement for a pilot 30 minutes before a vessel's actual departure time. Masters should be aware that a pilot will not be sent until this 30 minutes notice is given. Contact can be made on VHF Channel 9 or Telephone +44 (0)1255 243111.

## 10.13 BOARDING AND LANDING ARRANGEMENTS

The pilot boarding point for inward-bound ships will be within the voluntary pilotage area such that the pilot is boarded in good time before entering the compulsory area.

The boarding position will be agreed with Harwich Haven Operations, having due regard to the size and draught of the ship and the prevailing circumstances.

For ships arriving from the North via the Shipway and small or medium-sized ships from the South, the normal pilot boarding point is the 'Cork' Pilot Station, which is 2 miles ENE of the Shipway Buoy. Large or deep-draughted vessels will normally be expected to board their pilots at the 'Sunk' Pilot Station 3.5 miles ENE of the Sunk Light Vessel, on request.

Boarding and landing will take place from pilot launches operating from Harwich Harbour. The launches will have the words 'Haven Pilots' on the side of the Wheelhouse, fly the pilot flag by day and exhibit lights and signals in accordance with Rule 29 of the International Regulations for Preventing Collisions at Sea.

If the pilot launch is unable to operate in the normal locations due to stress of weather, or other unforeseen circumstances, alternative arrangements will be advised by Harwich Haven Operations.

The attention of masters is drawn to the application of Sections 15, 16, 17, 18, 19 and 20 of the Pilotage Act, 1987.

## 10.14 PILOTAGE

Geographical limits of the Haven Ports pilotage area are bounded by the following:

- (a) As much of the River Orwell as lies below Ipswich Dock.
- (b) As far up the River Stour as the tide flows.
- (b) To seaward of Landguard Point, the area bounded as follows
  - (i) In an easterly direction as far as 01° 24/.O.E.
  - (ii) In a southerly direction as far as 51° 54/.5.N.
  - (iii) In a northerly direction as far as 51° 57/.4.N.

## 10.15 VOLUNTARY PILOTAGE

The Authority will provide pilotage upon request in the area to seaward of the compulsory area as far as a line drawn between the following points:

(a)	Bawdsey Cliff. Latitude 52° 00/.N, Longitude 01° 26/E.
(b)	Latitude 50° 49/.N, Longitude 01° 41/.E.
(c)	Latitude 50° 49/.N, Longitude 01° 41/.E.
(d)	Latitude 50° 49/.N, Longitude 01° 15/.E.

Procedure and information of ETA's/ETD's for ships requiring the services of an authorised pilot.

## 10.16 ADDITIONAL INFORMATION

Enquiries with regard to pilotage charges and other special services and associated rates should be addressed to:

The Marine Manager & Harbour Master, Harwich Haven Authority, Navigation House, Angel Gate, Harwich, Essex CO12 3EJ

Telephone: +44 (0) 1255 243030 Fax: +44 (0) 1255 240933

## SECTION 11 - GENERAL TRADING TERMS AND CONDITIONS

### General Trading Terms and Conditions

Effective Date: 1 May 2011

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following words shall have the following meanings:

“**Charges**” includes all charges set out in the Supplier’s published tariff and any other charges imposed by the Supplier from time to time;

“**Customer**” includes any person who:

- (a) visits the Dock Estate;
- (b) is the Owner of Goods or Equipment delivered, brought into or come howsoever to be upon the Dock Estate;
- (c) is the Owner, master or crew of or a passenger on a Ship which enters the Dock Estate;
- (d) by itself, its employees, contractors or agents avails itself or seeks to avail itself of any facility or Services provided by the Supplier;

“**Community System**” means the computer system used by the Supplier, shipping lines, agents, forwarders, hauliers, freight operating companies and others for customs clearance and inventory control of imports and exports, and any electronic data system that may succeed it. For the purpose of these Terms and Conditions Community System also includes any additional electronic systems or interactive services provided by or on behalf of the Supplier for use by the Customer;

“**Dock Estate**” means:

- (a) when the Supplier is FDRC or FPCSL, the port and the port premises as defined in The Felixstowe Dock and Railway Acts 1879 - 1988;
- (b) when the Supplier is MTSL, the port and the port premises at Thamesport, Isle of Grain, Kent, ME3 OEP;
- (c) when the Supplier is HIPL, the port and the port premises at Harwich International Port, Parkeston, Harwich, Essex CO12 4SR;

“**Dock Manager**” means any manager duly appointed from time to time by the Supplier to be in charge of a department, division or operation at or on the Dock Estate and/or the dock master and shall include his deputies and assistants;

“**Equipment**” means any plant, machinery, container, package, case, pallet, vehicle (private or commercial), trailer, truck, train or wagon of any description;

“**FDRC**” means The Felixstowe Dock and Railway Company;

“**FPCSL**” means Felixstowe Port Container Services Limited;

“**Goods**” means cargo of whatever nature;

“**HIPL**” means Harwich International Port Limited;

“**LTP**” means Thamesport (London) Limited;

“**MTSL**” means Maritime Transport Services Limited;

“**Owner**”:

- (a) when used with reference to Goods or Equipment includes the owner, container owner, container lessee, agent, bailee, consignor, consolidator, consignee, freight operating company or other person in charge of the Goods or Equipment and their respective agents in relation thereto;
- (b) when used with reference to any Ship includes the registered owner, agent, charterer (time, voyage or demise), line operator, manager, master or other person in charge of the Ship; and
- (c) when used with reference to any road or rail vehicles includes the owner, agent, driver or other person in charge of the vehicle.

“**RHIDES**” means the road haulage identity system operated by the Supplier;

“**Services**” means any operation, work or services performed or provided by the Supplier in connection with Goods, Equipment or a Ship and in particular with the berthing, unberthing, moving and servicing or repairing of any Ship or Equipment, the shipping and unshipping of Goods, the sorting, weighing, marking, checking, recording, cooperating, storing, devanning or re-annning and general handling and movement of Goods and Equipment by road, rail or otherwise, the embarking, disembarking and movement of crews and passengers and the provision of RHIDES and VBS;

“**Ship**” means any vessel, containership, barge, lighter or other vessel of any description or any part thereof;

“**Supplier**” means the relevant entity providing the Services and shall be either FDRC, FPCSL, HIPL, LTP or MTSL (as applicable); and

“**VBS**” means the vehicle booking system operated by the Supplier.

- 1.2 Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.3 Clause headings are for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions.
- 1.4 References to each party herein include references to its successors in title and permitted assignees and novatees.
- 1.5 Any phrase introduced by the terms “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 1.6 Any reference to “person” includes any natural person, company, body corporate or unincorporate, or other judicial person, partnership, firm, joint venture or trust.
- 1.7 References to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced except to the extent that any amendment, consolidation, modification, extension, re-enactment or replacement after the date the parties entered into a relationship would extend or increase the Supplier’s liability.
- 1.8 In the event that any liability or duty arising hereunder attaches to more than one “Customer” or more than one “Owner” such liability or duty shall be joint and several.

## **2. APPLICATION OF CONDITIONS**

2.1 Save as otherwise specifically provided, these Terms and Conditions shall apply:

- (a) to all Services performed by the Supplier whether directly or indirectly and whether within the area of the Dock Estate or elsewhere; and
- (b) to all or any physical access by any person or vehicle to or from the Dock Estate; and
- (c) to all other relationships, whether contractual or otherwise and whether created with or without the agreement of the Supplier.

2.2 In the absence of express acceptance by the Customer of these Terms and Conditions, acceptance shall be implied in the event of the entry or delivery of any Ship, person, Goods or Equipment into or onto the Dock Estate and/or the submission of any documentation via the Community System or otherwise or oral application to the Supplier for entry to the Dock Estate or for any Services or the use of any facility by or on behalf of any Customer.

- 2.3 Subject to clause 2.6, no terms or conditions whether express or implied which are at variance with these Terms and Conditions shall apply. These Terms and Conditions shall constitute the entire agreement between the Supplier and the Customer and supersede any previous agreement or arrangement between them relating to the subject matter hereof and it is expressly declared that no variation to these Terms and Conditions shall be effective unless made in writing and signed by the duly authorised representatives of both parties.
- 2.4 Where the Supplier is FDRC, these Terms and Conditions are in addition to and not in substitution of the rights and powers of FDRC conferred by The Felixstowe Dock and Railway Acts 1879 - 1988. Furthermore the Customer, its employees, agents, contractors, Goods, Equipment and Ships are subject to FDRC's general by-laws (made pursuant to its powers under The Felixstowe Dock and Railway Acts 1879-1988) for the time being in force. In the event of any conflict between these Terms and Conditions and FDRC's byelaws then the latter shall prevail to the extent of such conflict.
- 2.5 Where the Customer is issued with any security pass or identification card in connection with its access to the Dock Estate, the Customer shall comply with any terms and conditions governing the use of such security pass or identification card.
- 2.6 The Supplier may issue separate terms and conditions governing the provision of specialist services. Unless specified otherwise in writing, such additional terms and conditions shall apply in respect of the specialist services and these Terms and Conditions shall continue to apply to the extent they are applicable.
- 2.7 For the avoidance of doubt, where the Customer is acting or purports to act as an agent for a principal then it contracts with the Supplier on these Terms and Conditions.

### **3. PROVISION OF SERVICES**

- 3.1 The Supplier warrants that the Services shall be carried out with all reasonable skill and care.
- 3.2 The Supplier shall exercise all reasonable despatch in executing orders for its Services but will not be liable for any delay whatsoever, howsoever caused.
- 3.3 Goods and Equipment which for any reason cannot be delivered at the time of landing ex-ship or ex-train will be placed on the quays, in a transit shed or elsewhere within the Dock Estate at the expense and sole risk of the Customer. The Charges for transit shed and quay rental will be charged where appropriate.
- 3.4 The Supplier reserves the right to:
- (a) appoint sub-contractors to perform all or any part of the Services;
  - (b) at any time before it commences the performance of any Services, serve written notice on the Customer declining to undertake the performance of such Services and giving reasons for so declining;
  - (c) suspend the provision of any Services in the event of any breach of these Terms and Conditions by the Customer;
  - (d) suspend the provision of any Services in the event that the Supplier reasonably believes the Customer is attempting to damage or disrupt the Community System or any other electronic system provided by or on behalf of the Supplier.
- 3.5 Subject to clause 8, in the event the Supplier declines to perform the Services or suspends performance of the Services in accordance with clauses 3.4 (b) or 3.4 (c) respectively, the Supplier shall not have any liability. In the case of the Supplier declining to perform any Services by written notice in accordance with clause 3.4(b), for any reason other than its own inability to perform the Services, the Customer shall, at its own expense, remove any Goods or Equipment from the Supplier's premises within 30 days of the date of said notice failing which the Supplier may so remove them at the expense and risk of the Customer. In the event the Supplier suspends provision of the Services in accordance with clauses 3.4(b) or 3.4 (c) and declines to recommence the provision of the Services, the Supplier shall notify the Customer and the Customer shall, at its own expense, remove any Goods or Equipment from the Supplier's premises within 30 days of the date of said notice failing which the Supplier may so remove them at the expense and risk of the Customer.
- 3.6 The Customer acknowledges and agrees that the Supplier has absolute discretion in the allocation of berths, rail terminal capacity, quay plant, machinery, labour and storage space.

3.7 The acceptance by the Supplier of Goods for shipment or carriage by rail does not imply that such Goods will be shipped or carried by rail. The acceptance or refusal of Goods for shipment or carriage by rail is the responsibility of the Owner and not the Supplier.

#### **4. CUSTOMER'S WARRANTIES**

4.1 Each Customer which avails itself of any Services provided by the Supplier in respect of any Goods, Equipment or Ship warrants to the Supplier that it has the authority of all persons having any title to or interest in such Goods, Equipment or Ship to accept these Terms and Conditions on their behalf as well as on its own behalf as principal and has specifically notified these Terms and Conditions to such persons. Finance companies, lessors and others having or claiming to have title to or an interest in such Goods, Equipment or Ship are advised that unless the Supplier is notified in writing of their title or interest in any particular Goods, Equipment or Ship prior to the commencement of any relationship between the Supplier and the Customer, these Terms and Conditions shall be deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Goods, Equipment or Ship shall be subordinated to the rights of the Supplier hereunder.

4.2 The Customer warrants that the rights, exceptions, defences and limits available to the Customer either by statute or by contractual terms are extended to the Supplier (as employee, agent or contractor).

4.3 The Customer warrants that its employees (and those of any agents or contractors it may engage) are properly trained and competent (which for this purpose, includes the ability competently to read and speak English) to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to the Supplier or the inputting of any information into any electronic service or system operated or managed by or on behalf of the Supplier whether such instruction or input of information is given in writing, orally, electronically or by any other means. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.

4.4 The Customer warrants that it shall obtain and maintain at its own expense, all necessary licences and authorisations and comply with all applicable laws, regulations, regulatory requirements and codes of practice relating to the carriage, handling, storage and movement of the Goods and or Equipment.

4.5 The Customer warrants (unless otherwise specified in writing to the Dock Manager) that any Goods, Equipment or Ship which it delivers, directs to or causes to be upon the Dock Estate:

- (a) are not dangerous, hazardous, poisonous or flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while on the Dock Estate;
- (b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;
- (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Dock Estate;
- (d) are not over-heated or under-heated or liable to become so while on the Dock Estate;
- (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods, Equipment or Ship or the Dock Estate or the water or air adjacent thereto;
- (f) do not require for their safekeeping any special protection (other than as may be agreed in writing between the Supplier and the Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left standing in the open on the Dock Estate or in covered accommodation (if agreed with the Supplier);
- (g) contain no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
- (h) are properly and sufficiently packed and marked in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accurately documented and labelled for all shipping, cargo handling, despatch, customs and like purposes;
- (i) are fit for their intended purpose and are in a fit and proper condition to be handled or otherwise dealt with by the Supplier, its equipment and its employees, agents and contractors.

4.6 The Customer warrants that it shall immediately inform the Dock Manager of any occurrence or incident which might affect the safe and efficient operation of the Dock Estate or other persons at the Dock Estate or result in adverse environmental impact and shall take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience as may be required by the Supplier. Without prejudice to the foregoing, the Customer

shall indemnify the Supplier in respect of any and all claims including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) whether directly or indirectly incurred by the Supplier and howsoever caused and even if the occurrence has been caused or contributed to by the negligence of the Supplier.

- 4.7 The Customer warrants that it shall not use any radio frequency or radio equipment whilst on the Dock Estate without the prior written consent of the Supplier except that the Customer may use marine band and radar radio frequencies.

## **5. HAZARDOUS GOODS AND WASTE**

5.1 No waste material or Goods of a dangerous, hazardous or poisonous nature will be handled by the Supplier except by prior agreement with the Supplier's dangerous goods officer and then only in accordance with the conditions prescribed by him and all applicable laws, regulations, regulatory requirements and codes of practice. The Supplier's policy for handling such material can be provided upon request. Without prejudice to the above, the handling of goods requiring fumigation shall be in accordance with the Supplier's Safe Code of Practice for Fumigation (also available upon request).

5.2 The Customer warrants that any waste material or Goods of a dangerous, hazardous or poisonous nature are properly marked with any warning as to the hazardous nature of any contents and the precautions to be taken in handling the same (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the same.

## **6. DOCUMENTATION, FORMALITIES AND SEALS**

6.1 All documentation submissions including manifests, delivery orders, sub-orders, shipping notes/advices, consignment notes, documents of title, goods handling instructions and orders for any Services must be submitted to the Community System (where the facility for submission is generally available), or otherwise, such submissions shall be subject to the Dock Manager's written approval not less than 24 hours (or such shorter time as may be agreed in writing by the Supplier) before the Services are required to be performed. Any order given orally must be confirmed by or on behalf of the Customer via the Community System (where the facility for submission is generally available) or, in writing within 24 hours (where the facility for submission is not generally available).

6.2 The Supplier shall not be liable for any failure, disruption or other malfunction of the Community System.

6.3 The Customer shall be entirely responsible for formalities and procedures prescribed by HM Revenue & Customs, HM Immigration Service, the relevant Port Health Authority, Department for Environment Food and Rural Affairs or other statutory, Government or local Government department. The Supplier shall not be liable for any acts or omissions of any of the foregoing bodies or any losses, claims or delays resulting from those acts or omissions.

6.4 Unless agreed otherwise in writing, the Supplier shall not be responsible for checking seals or seal numbers and shall not be required by the Customer to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Supplier then no representation is made by the Supplier as to the accuracy of the number noted or to the condition of the seal.

## **7. IMPORT AND EXPORT GOODS**

7.1 Authorisation for the removal of imported Goods and Equipment shall not be granted by the Supplier unless such Goods and Equipment are correctly released and cleared with no statutory authority holds applied via the Community System, or local holds that may be applied via equipment control systems operated by or on behalf of the Supplier. Goods and Equipment which fall outside the scope of the Community System shall be subject to acceptance of other documentation as prescribed from time to time by the Dock Manager so that the Goods and Equipment may be released to nominated persons.

7.2 All Goods and/or Equipment brought to the Dock Estate by road for shipment shall only be accepted if correctly entered on the Community System by or on behalf of the Customer and arriving at the Dock Estate within the receiving period agreed by the Dock Manager. Any hazardous Goods must be pre-entered as such on the Community System and must include the IMDG class and UN number and the Goods shall be labelled in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accompanied by a duly authorised dangerous goods note. Goods which fall outside the scope of the Community System must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Dock Manager not later than the arrival of trucks/lorries conveying such Goods and/or Equipment at the Dock Estate.

- 7.3 All Goods and/or Equipment brought to the Dock Estate by rail for shipment shall only be accepted if correctly entered on the Community System and arriving at the Dock Estate within the receiving period agreed by the Dock Manager. Any hazardous Goods must be pre-entered as such on the Community System and must include the IMDG class and UN number and shall be labelled in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accompanied by a duly authorised dangerous goods note. Goods which fall outside the scope of the Community System must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Dock Manager not later than the arrival of rail wagons conveying such Goods and/or Equipment at the Dock Estate. Prior notification must be given to the Dock Manager to allow any necessary wayleave or other arrangements to be made with Network Rail or any other operator of rail services.
- 7.4 Subject to alternative arrangements being agreed in writing with the Supplier, a standard shipping note, unit load note, dangerous goods note, vehicle condition report, temperature control document or other document accompanying the Goods or Equipment must specify marks and number of packages, description of Goods, gross weight, any weight imbalances, cubic measurement, name of the Ship, port to which the Goods or Equipment are to be shipped, any special carriage or storage requirements of the Goods and the name and address of the Customer or Customer's agent to whom Charges are to be rendered.
- 7.5 The Customer shall be responsible for all import duties, export duties, fines, charges and imposts relating to the Goods. The Customer shall indemnify the Supplier against any claims made against the Supplier by HM Revenue & Customs and any other costs, charges and expenses in respect of any Goods under bond.

## **8. LIABILITY**

- 8.1 The Supplier shall be exempt from all liability whatsoever for deficiency, loss, damage, delay, or misdelivery of or to Goods and/or Equipment and/or to a Ship however or whenever caused except upon proof by the Customer (otherwise than by evidence only of such deficiency, loss, damage, delay, or misdelivery) that the deficiency, loss, damage, delay or misdelivery was caused by the negligent or unlawful act or omission of the Supplier.
- 8.2 The Supplier shall have no liability whatsoever (whether for negligence or otherwise) for deficiency, loss, damage, or misdelivery or delay to a Ship and/or Equipment and/or Goods or any deficiency therein if the same arises out of or is caused by any of the following:
- (a) force majeure including, storm, tempest, lightning, flood;
  - (b) fire (including steps taken for the extinguishment thereof), explosion, smoke;
  - (c) strikes, combinations, lock-outs, go-slows, blockades, or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute;
  - (d) improper, insufficient, indistinct or erroneous marking or addressing of Goods or Equipment;
  - (e) improper or insufficient packaging of Goods or Equipment;
  - (f) any inherent vice or quality of the Goods or Equipment;
  - (g) any act of the Supplier, its employees, agents or contractors reasonably necessary for the safety or preservation of persons, the Dock Estate, a Ship and/or any Goods and Equipment;
  - (h) theft or wilful damage unless proved by the Customer to have been committed by the Supplier;
  - (i) vermin, insects, fungal attack, rot or corrosion;
  - (j) heat or cold;
  - (k) any act directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;
  - (l) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any *de jure* or *de facto* government;
  - (m) civil disobedience at or in the vicinity of the Dock Estate.

- (n) shortage of berthing space, labour, plant deficiency, fuel or power or secure covered storage accommodation;
- (o) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;
- (p) late receipt of HM Revenue & Customs entries or deliveries or landing orders, disputes in respect of documents, or declarations made for entry purposes by or on behalf of any person, delay in passing HM Revenue & Customs entries or obtaining clearance of the Goods, or omission of information from or an incorrect statement in any order to the Supplier relating to the Goods or Equipment;
- (q) the total or partial failure of the Community System or any other electronic services or systems offered at any time by or on behalf of the Supplier including the total or partial failure of any communication links with those services or systems;
- (r) voluntary use of a grounding berth;
- (s) human error on the part of the Supplier, its employees, agents or contractors in inputting any information into any electronic service or system operated or managed by the Supplier or its contractors;
- (t) compliance with the instructions of HM Revenue & Excise or any other regulatory or statutory body;
- (u) any other cause or event which the Supplier is unable to avoid and the consequences of which the Supplier is unable to prevent by the exercise of reasonable care.

8.3 The Supplier shall be under no liability whatsoever (whether for negligence or otherwise) for any delay (including delay to a Ship, Goods or Equipment) or the consequences thereof of for any loss of income, loss of profits or loss of contracts, hire costs, survey costs, devanning/revanning costs, packing costs or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of statutory duty, contract or otherwise.

8.4 Nothing in these Terms and Conditions shall exclude or in any way limit the Supplier's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

8.5 Subject to clause 8.4, the total liability of the Supplier for any loss, damage, claim, cost and/or expense in respect of any one event or occurrence shall in no case be more than £5,000,000 and shall be the lowest of the following as applicable:

**Ship:**

- (a) the value of that part or parts of the Ship to which the claim relates at the time of the damage or loss;
- (b) the reasonable cost of repairs (as agreed between surveyors appointed by the Supplier and the Owner).

**Equipment:**

- (a) the reasonable cost of repairs;
- (b) the value of the Equipment to which the claim relates at the time of the damage or loss;
- (c) the sum of: (i) £2,000 per dry van/general purpose container; (ii) £5,000 per refrigerated container; or (iii) £3,000 per any other unit of Equipment.

**Goods:**

- (a) in the case of loss or damage to Goods arising out of the performance of the/a contract of carriage, the defences and limits available to the carrier under the said contract of carriage;
- (b) the value of the Goods affected to which the claim relates; and if any claims in respect of a part consignment, then the value only of the part consignment as a proportion of the whole consignment (to be calculated by weight in the absence of specific values for the damaged part);
- (c) the reasonable cost of repairs;

(d) in any other case the sum of £1300 per tonne (or pro rata for any part of a tonne) unless the nature and value of the Goods had been declared to the Supplier and the Supplier has agreed a higher limit of liability with the Owner (as evidenced in writing) prior to such Goods arriving at the Dock Estate.

8.6 Notwithstanding clause 8.5, the Supplier shall have the right, in any circumstance, to elect to rely on (in the alternative) any relevant statutory provision providing for limitation and/or exclusion of liability including, but not restricted to, the provisions of the Merchant Shipping Act 1985.

8.7 It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing:

- (a) of any damage alleged to have been caused to a Ship and to permit inspection thereof prior to sailing;
- (b) within 30 days of their arrival at the Dock Estate (in the case of import Goods) or 60 days of their removal from the Dock Estate, of any alleged misdelivery or loss of or damage to Goods or any deficiency therein together with particulars of the nature and the amount of any claim to be made;
- (c) of any damage alleged to have been caused to Equipment prior to such Equipment leaving the Dock Estate.

In any event the Supplier shall be entitled (and the Customer and Owner hereby grant permission) to inspect any such Goods or Equipment prior to their disposal or destruction by the Owner. The Customer and/or Owner shall not bring any claim in respect of any single incident below the *de minimis* limit of £100.

8.8 Notwithstanding the provisions of clause 8.7, the Supplier shall in any event be discharged of all liability whatsoever howsoever arising unless proceedings are brought within 12 months from the date of the event or occurrence alleged to have given rise to a cause of action against the Supplier.

8.9 The Supplier shall have the following powers in respect of Goods and Equipment abandoned on the Dock Estate:

- (a) the power immediately to remove Goods and Equipment in the case of a hazard or other emergency (and to dispose of such Goods and Equipment where necessary) without notice;
- (b) the power generally to remove, store, dispose of or sell Goods and Equipment on reasonable notice to the Customer (the length of such notice to be determined by the Supplier on a case by case basis);
- (c) in the case of FDRC, the statutory power to remove, dispose of or sell Goods and Equipment in accordance with the provisions of the Harbour Docks & Piers Clauses Act 1847 as incorporated in The Felixstowe Dock and Railway Acts 1879 - 1988. Any such sale to be on the basis of the best offer immediately available, which may or may not amount to as much as the Customer (or any other person interested) may believe the Goods or Equipment to be worth in any specialist market place,

and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Goods or Equipment.

8.10 These Terms and Conditions and in particular the limitations on liability are intended to inure for the benefit of both the Supplier and its employees, agents and contractors to which end the Supplier contracts on these Terms and Conditions on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors.

8.11(a) The Supplier shall have a general, as well as a particular lien on all Goods, Equipment and documents relating to Goods and Equipment in its possession custody or control for all and any sums due to the Supplier at any time from the Customer or any other person interested in the Goods or Equipment whether in relation to the same Goods and Equipment or otherwise. The Supplier shall be entitled to sell or dispose of such Goods or Equipment or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums upon 14 days' written notice to the Customer.

- (b) In the event that any Goods or Equipment held pursuant to the lien under clause 8.11 (a) are perishable and in the view of the Dock Manager it is impracticable to give the notice required by clause 8.11 (a) because the Goods or Equipment will, or may, deteriorate in value during the delay occasioned by the giving of the notice, the Supplier may sell the Goods and Equipment without giving the said notice, but shall as soon as practicable inform the person to whom the notice would have been given of the action being taken.
- (c) Upon accounting to the Customer for any balance remaining after payment of any sum due to the Supplier or its agents (including all costs) pursuant to clauses 8.11 (a) and (b) the Supplier shall be discharged of any liability whatsoever in respect of the Goods, Equipment or documents.

8.12 Where applicable, the Supplier's statutory right to detain a Ship shall (to the extent not already granted by statute) apply to all Charges due to the Supplier arising out of any call of the Ship including quay rent incurred by Goods or Equipment discharged from or awaiting loading onto the Ship.

8.13 If the Supplier handles any Goods or Equipment whose gross weight is incorrectly stated or if the Supplier handles Goods or Equipment whose gross weight exceeds the maximum gross weight appropriate for any handling equipment used (whether or not the Supplier knows at the time of such handling that the gross weight exceeds the appropriate gross weight for such handling equipment) such handling by the Supplier shall be at the sole risk of the person tendering the Equipment or Goods. In particular, subject to clause 8.4, the Supplier shall be exempt from all liability whatsoever for deficiency, loss, damage or misdelivery of or to the Goods or to the Equipment or for delay arising out of, caused or contributed to by the handling by the Supplier of the Goods or the Equipment and the person tendering the Goods or the Equipment shall be responsible for and shall indemnify the Supplier against all injury (including fatal injury), loss or damage however or whenever caused and against all claims made against the Supplier for which it may be or become liable in respect of injury to persons (including fatal injury) or loss or damage to property arising out of or caused or contributed to by the handling by the Supplier of the Equipment and/or Goods. Should, as a result of such overloading, there be any failure of a load bearing part of any lifting appliance or of the Equipment, this is a reportable dangerous occurrence and may incur legal action. For the avoidance of doubt, the expression "the person tendering the Goods or the Equipment" includes in particular:

- (a) in the case of imported Equipment or Goods, the owner of the carrying Ship;
- (b) in the case of Equipment or Goods for export, the exporter;
- (c) in the case of Equipment or Goods for groupage Services, the owner;
- (d) in the case of Equipment or Goods discharged from a train, the freight operating company;
- (e) in the case of Equipment or Goods loaded on to a train, the freight operating company.

8.14 The Customer shall be responsible for insuring the Goods and/or Equipment for any loss or damage which they may sustain within the Dock Estate.

8.15 The Supplier shall be entitled, in its absolute discretion, to reduce a claim for betterment.

## **9. INDEMNITY**

The Customer shall be liable for and shall indemnify the Supplier against any and all fines, claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by the Supplier, its employees, servant, agents or sub-contractors howsoever caused, even if caused or contributed to by the negligence of the Supplier which arise out of or in connection with:

- (a) the failure of the Customer to comply with any of these Terms and Conditions or taking any step which the Supplier shall consider to have been reasonably required to remedy the same or to comply with the requirements of any authority;
- (b) any act, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Customer, the Owner or any other person interested in the Goods, Equipment or Ship.

Any sums payable hereunder shall be chargeable to and payable by the Customer in addition to and subject to the same provisions as the Charges.

## **10. PAYMENT**

10.1 Unless otherwise agreed in writing all Charges shall be paid within 28 days of invoice date.

10.2 The Customer or other person liable for the Supplier's Charges shall pay to the Supplier in cash or as otherwise agreed in writing all sums immediately when due without deduction, withholding, abatement, deferment on account of any counterclaim or set off.

10.3 All payments hereunder shall be in GB pounds sterling.

- 10.4 Interest shall be payable upon all sums payable by the Customer which shall have become due and owing in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 10.5 In the event that any payment is not made within the periods set out in clause 10.1, or such other period as has been agreed in writing, then the Supplier shall be entitled to immediately recover from the Customer or other person liable for the Supplier's Charges all sums then due to or levied by the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such non-payment.
- 10.6 All sums payable under these Terms and Conditions are exclusive of value added tax and any other duty or tax, which shall (if and to the extent applicable) be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 10.7 If the Customer ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms and Conditions), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or (being an individual) the Customer shall become bankrupt or make any composition or arrangement with its creditors, or anything analogous happens in any jurisdiction, then the Supplier shall be entitled to immediately recover from the Customer or any other person liable for the Supplier's Charges (notwithstanding that the periods stated above or any period of credit extended to the Customer may not have expired) all sums then due to the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such circumstances arising.
- 10.8 Notwithstanding clause 10.7, if the Supplier reasonably considers that Charges levied or to be levied will not be paid within the periods stated in clause 10.1, the Supplier shall be entitled forthwith upon giving the Customer notice in writing, to withdraw any period of credit extended to the Customer or other person liable for the Supplier's Charges and to require payment of all such charges forthwith upon receipt of the said notice or subsequent invoice.
- 10.9 Any bona fide query to be raised by the Customer on any invoice issued by the Supplier shall be made in writing within 30 days of the date of the invoice or the Customer shall be deemed to have accepted the invoice. Disputed portions of invoices may be withheld until the dispute is resolved but undisputed amounts shall be paid on the due date.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 The construction, validity and performance of these Terms and Conditions shall be governed by English law.
- 11.2 All claims or disputes arising out of or related to these Terms and Conditions shall be submitted to the jurisdiction of the English courts, provided that the Supplier shall have the right, as claimant, to initiate proceedings against the Customer either (a) in the jurisdiction of the courts of the country of the principal domicile of the Customer or (b) in the jurisdiction of the Courts of the country in which any ship or other asset (including a bank account) of the Customer is or might at the instigation of the Supplier be detained or frozen.

## **12. GENERAL**

- 12.1 The failure of the Supplier to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Supplier's right later to enforce or to exercise it.
- 12.2 If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 12.3 (a) Subject to clauses 12.3 (b) and 12.3 (c), the Supplier and Customer agree that these Terms and Conditions may be relied upon and shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 ("1999 Act") by the Supplier's agents and contractors against a Customer or Owner.
- (b) The third party rights referred to in clause 12.3 (a) may only be enforced by the relevant third party with the consent of the Supplier and subject to and in accordance with the provisions of the 1999 Act and all other relevant terms of these Terms and Conditions.

- (c) Notwithstanding any other provision of these Terms and Conditions, the Supplier and Customer may rescind or vary any of these Terms and Conditions without the consent of any third party, and accordingly section 2(1) of the 1999 Act shall not apply.
- (d) Except as provided in clause 12.3 (a), a person who is not a party to these Terms and Conditions has no right under the 1999 Act to rely upon or enforce any of these Terms and Conditions.

12.4 The Supplier may update or amend any of these Terms and Conditions from time to time without notice.

### **13. BRIBERY AND CORRUPTION**

The Customer represents and warrants that it and its agents, directors, employees, officers and sub contractors shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Regulations”) and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and the Customer represents and warrants that it shall have and shall maintain in place its own policies and procedures, including “adequate procedures” under the Bribery Act 2010, to ensure compliance with the Relevant Regulations.

### **THE FOLLOWING ADDITIONAL TERMS SHALL APPLY WHERE THE SUPPLIER IS HARWICH INTERNATIONAL PORT LIMITED**

#### **14. DEFINITIONS**

In clauses 14-21 the following words shall have the following meanings:

“**Customer for Passenger Services**” or “**(CPS)**” means any person at whose request and/or on whose behalf the Supplier provides Passenger Services and any other person having an interest in any Passenger Ship and the respective agents of all such persons;

“**Luggage**” means any property travelling with a Passenger but excludes any Goods contained in or carried on board a Ship;

“**Passenger**” means any person using the Dock Estate as the point of embarkation or disembarkation in connection with travelling on a Passenger Ship;

“**Passenger Services**” means services provided to or in connection with Passengers, their Luggage and Passenger Vehicles including but not limited to the provision of terminal facilities for the embarkation or disembarkation of Passengers, their Luggage and Passenger Vehicles, provision of facilities for loading or unloading Passenger Vehicles onto or off Passenger Ships, clearance through HM Revenues & Customs of Passengers, their Luggage and Passenger Vehicles and any other ancillary services related to Passengers, their Luggage and Passenger Vehicles not specifically referred to;

“**Passenger Ship**” means a cruise vessel or a passenger ferry. For the purposes of these Terms and Conditions, a Passenger Ship shall be considered to be the CPS’s Passenger Ship irrespective of whether the Passenger Ship is beneficially owned by the CPS in whole or in part or chartered by the CPS;

“**Passenger Vehicle**” means any vehicle which is driven by a Passenger onto or off a Passenger Ship;

“**Units of Account**” is the special drawing right as defined by the International Monetary Fund.

#### **15. APPLICATION OF CONDITIONS**

Save as specifically provided, clauses 14-21 shall apply to all Passenger Services.

#### **16. LIABILITY**

16.1 The Supplier shall have no liability whatsoever (whether for negligence or otherwise) for any partial or total loss, damage, deficiency or delay or failure in performing the Passenger Services caused by any of the following:

- (a) Act of God including, storm, tempest, lightning, flood;
- (b) fire (including steps taken for the extinguishment thereof), explosion, smoke;

- (c) strikes, combinations, lock-outs, go-slows, blockades, or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute;
- (d) improper, insufficient, indistinct or erroneous packaging, marking or addressing of Luggage;
- (e) any inherent vice or quality of the Luggage itself or the content of the Luggage (including any dangerous goods);
- (f) any act of the Supplier, its employees, agents or contractors reasonably necessary for the safety or preservation of persons, the Dock Estate or a Passenger Ship;
- (g) theft or wilful damage unless proved by the Passenger to have been committed by the Supplier;
- (h) vermin, insects, fungal attack, rot or corrosion;
- (i) heat or cold;
- (j) any act directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;
- (k) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any *de jure* or *de facto* government;
- (l) civil disobedience at or in the vicinity of the Dock Estate;
- (m) shortage of berthing space, labour, plant (including luggage carousels) deficiency, fuel or power or secure covered storage accommodation;
- (n) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;
- (o) late receipt of HM Revenue & Customs entries, disputes in respect of documents, or declarations made for entry or exit purposes by or on behalf of any person, delay in passing HM Revenue & Customs entries or obtaining clearance of Luggage, or omission of information from or a mis-statement in any order to the Supplier relating to the Luggage;
- (p) the total or partial failure of the Community System or any other electronic services or systems offered at any time by or on behalf of the Supplier including the total or partial failure of any communication links with those services or systems;
- (q) voluntary use of a grounding berth;
- (r) human error on the part of the Supplier, its employees, agents or contractors in inputting any information into any electronic service or system operated or managed by the Supplier or its contractors;
- (s) compliance with the instructions of HM Revenue & Excise or any other regulatory or statutory body including damage caused by any security investigations or searches;
- (t) ticket fraud or the suspicion of ticket fraud;
- (u) any other cause or event which the Supplier is unable to avoid and the consequences of which the Supplier is unable to prevent by the exercise of reasonable care.

16.2 The Supplier provides no facilities or services in respect of Passenger's pets or domestic animals, which remain at the sole risk and responsibility of the CPS at all times.

16.3 The Supplier shall be under no liability whatsoever (whether for negligence or otherwise) for any delay or the consequences thereof or for any loss of income, loss of profits or loss of contracts, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of statutory duty, contract or otherwise.

16.4 It is a condition precedent to the liability of the Supplier in respect of any alleged loss of or damage to Luggage or Passenger Vehicles that the Supplier is notified in writing within 30 days of the circumstances occurring together with particulars of the nature and the amount of any claim to be made.

16.5 Notwithstanding the provisions of clause 16.4, the Supplier shall in any event be discharged of all liability whatsoever howsoever arising unless proceedings are brought within 12 months from the date of the event or occurrence alleged to have given rise to a cause of action against the Supplier.

## **17. LIABILITY OF THE SUPPLIER FOR LUGGAGE**

17.1 The Supplier shall in no circumstances have any liability for any partial or total loss of or damage or delay to any item or items of Luggage, which are not in its custody at the time such loss, damage or delay occurs.

17.2 Unaccompanied Luggage shall be in the custody of the Supplier:

- (a) from the moment when the Luggage passes beyond the check-in desk at the terminal after a Passenger has checked in until the Luggage passes onto the Passenger Ship's loading ramps or otherwise passes onto the Passenger Ship, in relation to embarking Passengers; and
- (b) from the moment unaccompanied Luggage leaves the Passenger Ship's loading ramp or otherwise leaves the Passenger Ship until such time as the Luggage is removed by the Passenger from the baggage carousels in the terminal, in relation to disembarking Passengers.

17.3 The Supplier shall be exempt from all liability whatsoever for any partial or total loss of or damage or delay to any item or items of Luggage except upon proof by the CPS (otherwise than by evidence only of such partial or total loss of or damage or delay) that the partial or total loss of or damage or delay was caused by the negligent or unlawful act or omission of the Supplier.

17.4 Subject to clause 8.4, the total liability of the Supplier for any loss or damage to Luggage shall in no case be more than:

- (a) in the case of accompanied Luggage, 1,800 Units of Account per Passenger;
- (b) in the case of unaccompanied Luggage, 2,700 Units of Account per Passenger;

unless the nature and value of the Luggage had been declared to the Supplier and the Supplier had agreed a higher limit of liability with the CPS (as evidenced in writing) prior to the Supplier accepting custody of such Luggage.

17.5 In the event a court or tribunal should refuse to enforce the limits set out in this clause, subject to clause 8.4, the liability of the Supplier for any loss or damage to Luggage shall, in any case, be limited to the sum of £1,000,000.

## **18. LIABILITY OF THE SUPPLIER FOR PASSENGER VEHICLES**

18.1 The Supplier shall only be liable in respect of any damage to or loss of a Passenger Vehicle whilst the Passenger Vehicle is on land within the Dock Estate. The Supplier accepts no liability in respect of such loss or damage after such Passenger Vehicle has crossed a Passenger Ship's loading ramp to embark that Passenger Ship or before such Passenger Vehicle has left the Passenger Ship's loading ramp to disembark that Passenger Ship. The Supplier accepts no liability in respect of damage to Passenger Vehicles resulting from the malfunctioning of any apparatus or equipment belonging to a Passenger Ship and used for loading Passenger Vehicles. The Supplier accepts no liability in respect of damage to or loss of Passenger Vehicles resulting from the instructions issued to the drivers of those Passenger Vehicles by or on behalf of the CPS during the embarkation or disembarkation of those Passenger Vehicles.

18.2 Except where any damage to or loss of a Passenger Vehicle is caused by the negligence or default of the Supplier, the Supplier accepts no liability in respect of such damage or loss. Any deterioration or damage to the bodywork (including canvas and other covering materials) or tyres of Passenger Vehicles will be presumed to have been caused by normal wear and tear and the Supplier shall not be responsible for it except upon proof that it occurred whilst in the custody of and by the negligence or default of the Supplier.

18.3 Subject to clause 8.4, the total liability of the Supplier for any loss or damage to a Passenger Vehicle including all Luggage carried in or on that Passenger Vehicle shall in no case be more than, 10,000 Units of Account unless the nature and value of the Passenger Vehicle (including all Luggage) had been declared to the Supplier and the Supplier had agreed a higher limit of liability with the CPS (as evidenced in writing) prior to the Supplier accepting custody of such Passenger Vehicle.

18.4 In the event a court or tribunal should refuse to enforce the limit set out in this clause, subject to clause 8.4, the liability of the Supplier for any loss or damage to a Passenger Vehicle (including all Luggage carried in or on that Passenger Vehicle) shall, in any case, be limited to the sum of £1,000,000.

## **19. LIABILITY OF THE SUPPLIER FOR PASSENGERS**

The Supplier shall only be liable for damage to property sustained as a result of any failure or collapse in any elevated walkway or other equipment designed to allow Passenger access to a Passenger Ship if such failure or collapse directly results from the Supplier's failure to adequately maintain or operate such equipment. The Supplier shall not be liable for gangways, ramps or similar equipment designed to allow Passenger access to a Passenger Ship if such equipment belongs to the CPS and the CPS shall indemnify and hold harmless the Supplier against any losses, liabilities, costs and expenses suffered or incurred by the Supplier including in respect of personal injury and/or death, its property, employees or agents, caused by or resulting from any failure in such equipment belonging to the CPS and the CPS shall indemnify and hold harmless the Supplier for any liability it may incur to any third party for any loss or damage suffered by such third party caused by or resulting from the same.

## **20. LIABILITY OF THE SUPPLIER FOR TICKETS**

The Supplier shall not be liable for any delays, losses, damages, liabilities, fines, costs or expenses arising from ticket fraud or the suspicion of ticket fraud. The CPS shall remain responsible at all time for checking the validity of tickets although the Supplier reserves the right to carry out its own checks. In cases where the Supplier issues tickets it does so only in its capacity as agent for the CPS and the CPS shall remain liable for the consequences of any inaccuracies or omissions in relation to the information contained on the tickets.

## **21. INDEMNITY**

The CPS shall be liable for and shall indemnify the Supplier against any and all claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by the Supplier, its employees, servants, agents or sub-contractors which arise out of or in connection with the:

- (a) the failure of the CPS to comply with any of these Terms and Conditions or taking any step which the Supplier shall consider to have been reasonably required to remedy the same or to comply with the requirements of any authority;
- (b) any act, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the CPS, the Passenger or any other person interested in the Luggage or Passenger Vehicle.

Any sums payable hereunder shall be chargeable to and payable by the CPS in addition to and subject to the same provisions as the Charges.