

Port of Felixstowe

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SCHEDULE OF RATES AND CHARGES

1st JULY 2019

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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

1 SHIP RELATED CHARGES

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 T e l e x : 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:

	£342.78	£582.52	£819.16	£1,099.01	£1,395.50	£1,748.68	£2,090.90
LOA (m)	0	92	150	200	240	300	415+

1.6 FRESH WATER

Drinking and boiler water is available at all quays on application to the Dock Tower.
Charges per Tonne
Plus labour surcharge, per hour, as per Section 6.10

£5.72

1.7 TOWAGE

Tugs can be obtained from:

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

1.8 SHIPS DUES

Tonnage Rates Payable

Current Rates Per G.T.

- | | |
|--|--------------|
| 1. All vessels (First 24 hours) | £1.13 |
| 2. Thereafter for each 24 hours period or part thereof | £0.27 |

SECTION 1 - SHIP RELATED CHARGES

1.9 WHARFAGE FOR CARGO TRANSFER, PRICE ON APPLICATION

1.10 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.

1.11 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Any vessel detained on berth for any reason, without the control of the Port Authority (e.g. arrest, outdated certificates), shall be permitted to remain free of charge for 12 hours.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 **£10.25** 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.

1.12 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 1.5 and 1.13)

	£846.56	£1,308.62	£1,708.72	£2,026.58	£2,207.24	£2,338.77	£2,626.71
LOA (m)	0	92	150	200	240	300	415+

1.13 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 175m **£43.83** per call

Vessels over 175m **£86.16** per call

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

1.14 PORT SECURITY CHARGE

For non-contract vessels **£405.36** per day or part thereof

SECTION 2 - GOODS EXAMINATION AND SECURITY CHARGES

2 GOODS EXAMINATION AND SECURITY CHARGES

2.1 CUSTOMS IMPORT ENTRY AND REMOVAL REQUEST

A charge of **£14.37** per Customs Import Entry will be levied against cargo currently entered using C88 or C21 type entries. In addition, a charge of **£11.33** will be levied for containers or trailers 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 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 or trailers at the examination facility, gas checking for fumigant prior to presentation and basic securing of cargo when deemed necessary. If additional securing is required, this will be advised at the time.

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 **£115.77** per container or trailer will be levied in addition to the customs import entry charge.

2.3 EXAMINATION BY PORT HEALTH/DEFRA/TRADING STANDARDS (IMPORT CARGO)

For any examination or identity checking by Port Health or DEFRA a surcharge of **£115.77** per container or trailer (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 **£115.77**, per container or trailer 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 or trailers selected for Forestry Commission examination will incur a surcharge of **£115.77** per container or trailer, 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 units for X-Ray scanning, per occasion:

Containers	£65.35
Trailers	£29.97 plus £24.72 if FDRC affects transport
Driver Accompanied	£29.41

2.7 ENVIRONMENT AGENCY EXAMINATION (IMPORT CARGO)

Containers or trailers selected for Environment Agency examinations will incur a surcharge of **£115.77** per container or trailer, 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)	£138.38 per container or trailer (inclusive of positioning and gas checking).
(2) Export examination partial or full out-turn of non-CAP goods	£237.98 per container or trailer (inclusive of positioning and gas checking).
(3) Export CAP examination partial out-turn	£237.98 per container or trailer (inclusive of positioning and gas checking).
(4) Export CAP examination full out-turn	£531.17 per container or trailer (inclusive of positioning and gas checking).
(5) Export Seal Check	£122.18

SECTION 2 - GOODS EXAMINATION AND SECURITY CHARGES

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 **£156.05**. See also section 6.20.

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 or trailer, 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 or trailers 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 or trailers 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 **£122.21**

2.12 INFRASTRUCTURE CHARGE

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

2.13 CONTAINER SEALS

Fitting of a container seal will incur a charge of **£4.58**

2.14 PORT HEALTH Seal checks on imports from New Zealand £62.98

2.15 VEHICLE BOOKING SYSTEM (VBS) rates will be charged as follows:

(1) VBS No show charge	£30.00
(2) VBS Guaranteed booking charge	£15.00
(3) VBS Peak booking charge	£1.50
(4) VBS Annual administration fee	£1.00

2.16 CONTAINER WEIGHING

SOLAS Terminal Weigh undertaken via Container Handling Equipment	£21.42
SOLAS Administration Fee (applied to all laden boxes)	£1.08
SOLAS Exception Fee	£21.42
SOLAS surcharge for weighing out of gauge containers / flat racks in addition to Terminal weigh charge	£47.38

The SOLAS Exception Fee applies in specific circumstances which Include:
Container received on the basis that the Shipper/Cargo broker will provide VGM detail prior to the VGM cut-off (24 hours prior to vessel arrival) and then fails to do so.

SECTION 2 - GOODS EXAMINATION AND SECURITY CHARGES

VGM declared before VGM cut-off (24 hours prior to vessel arrival). Material difference found and the terminal weight is requested to be used as the VGM.

Note - in both the above scenarios the SOLAS Exception Fee is applied in addition to the SOLAS Terminal Weigh charge.

VGM declared before VGM cut-off (24 hours prior to vessel arrival). Material difference found and the original VGM is retained.

Note - material difference is as per the prevailing MCA enforcement level.

Flat racks already loaded with consolidated cargo, which exceed the safe working limits or capability of landside container handling equipment:

To determine total of truck / trailer / flat-rack & cargo = Gross Mass	£32.08
To determine total of truck / trailer = Tare Mass	£32.08
Provision of paper copy ticket(s) for above	<u>£ 5.36</u>
Total charge of providing TVGM (Gross minus Tare Mass)	£69.52

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

3 NON-CONTRACT STEVEDORING & WHARFAGE CHARGES

3.1 OUT OF HOURS DISCHARGE/LOADING OF UNITS/GOODS

Charge per Gang, per hour:

Monday – Friday 16.30 - 08.00 £254.62
(Minimum charge 4 hours)

08.00 Saturday – 08.00 Monday £295.30
(Minimum charge 8 hours)

Public Holidays £364.83
(Minimum charge 8 hours)

3.2 OVERTIME REQUESTED AND CANCELLED

Minimum charge 12 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 £152.85

At all other times, including Public Holidays £236.13

3.4 BREAK-BULK STEVEDORING, DISCHARGE AND LOAD

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

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

Weight Range		Throughstore	Minimum Charge
Up to 20		£49.85	£497.95
Over 20 up to 60		£55.36	£553.32
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.			
Super Heavy Lifts		Throughstore	
Over 60 up to 80*		£65.77	
Over 80 up to 90**		£75.50	
Over 90+ **		£86.84	
* Cranage in heavy lift mode – call for details			
** Only possible on Berths 8 & 9			
Yachts/Boats and similar cargoes – charges per cubic meter (m³)			
Direct Delivery	Minimum Charge	Throughstore	Minimum Charge
£6.13	£1,521.26	£8.03	£2,117.42

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 602591).

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.

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

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.

3.5 NON CONTRACT CONTAINER HANDLING

Full / Empty Containers	£155.38 per move
Vessel Hatchlids	£155.38 per move
Transhipments	£93.27 per move
Restows via Quay	£93.27 per move
Restows Cell to Cell	£68.39 per move
Premium for lifting non-standard containers	£74.62 per move

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

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 **£4510.83**

Public Holidays **£758.08**

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 **£510.83**

Public Holidays **£758.08**

4.4 STANDING BY – ADVERSE WEATHER

Charges per Gang, per hour:

At all times except Public Holidays **£510.83**

Public Holidays **£758.08**

SECTION 5 - STORAGE CHARGES FOR IMPORT/EXPORT GOODS

5 STORAGE CHARGES FOR IMPORT/EXPORT GOODS

5.1 IMPORT STORAGE CHARGES

5.1.1 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	£17.10
40ft	£34.09
45ft	£38.47

Charges from the 13th day onwards:

Up to 20ft	£46.09
40ft	£92.19
45ft	£103.72

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.

5.1.2 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:

£105.01 (including mafi hire) per piece

Charges from the 13th day onwards:

£190.34 (including mafi hire) per piece

5.1.3 Import Damage Units, Containers, Flats and Platforms

Storage of damaged units which are defined as units which have sustained damage such as they are unsuitable for storage in the RTG lines

First 5 days free, thereafter:

Up to 20ft	£5.56 /day
40 ft	£11.07 /day
45 ft	£12.51 /day

SECTION 5 - STORAGE CHARGES FOR IMPORT/EXPORT GOODS

5.2 EXPORT STORAGE CHARGES

5.2.1 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	£17.20
40ft	£34.30
45ft	£38.93

5.2.2 Break-Bulk Cargo (defined as any cargo loaded loose to a vessel)

Storage charges per day or part thereof including Public Holidays. (Including Mafi hire) **£108.87 per piece**

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.

5.2.3 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.

5.2.4 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 **£53.15** per container per day or part thereof, plus mafi/trailer hire **£57.53**. Inter Terminal Transfer charges will also apply (see section 6.1).

5.2.5 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, flat discharged or break-bulk piece 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.

5.2.6 Export or Transhipment Damaged Units, Containers, Flats and Platforms

Storage of damaged units which are defined as units which have sustained damage such as to make them unsuitable for storage in the RTG lines

First 5 days free, thereafter:

Up to 20ft	£5.56 /day
40ft	£11.07 /day
45ft	£12.51 /day

5.2.7 Ships Stores (See also Section 7.3)

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

SECTION 5 - STORAGE CHARGES FOR IMPORT/EXPORT GOODS

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.

Ships Stores 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 the 6th day of discharge to the 12th day: **£11.33**

Charges from the 13th day onwards: **£33.94**

Devanned/Consolidated cargoes please refer to Section 6.2.

SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES

6 NON-CONTRACT MISCELLANEOUS CHARGES

6.1 CONTAINER / TRAILER CHARGERS

Charges per container/trailer, per occasion:

6.1.1 Unit Changes of Executive Information £31.52

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

6.1.2 Relocation within the container yard of export units received early or not Shipped on nominated vessel £31.52

6.1.3 Inter Terminal Transfer £31.52

6.1.4 Positioning of container for ancillary services £31.52

6.1.5 Receiving/Redelivery to vehicles (Frustrated Export) £77.04

6.1.6 Transfer to/from Third Party premises within the Dock Estate. £60.92

6.1.7 Gate Pass – Re-issue of an expired gate pass or issuing a gate pass for a loaded container from within the dock estate £22.15

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 **£29.56**

Devan/Revan direct between containers **£29.56**

Devan via shed (including partial devan) **£29.56**

Revan via shed **£13.80**

(plus container positioning charges – see above)

Supply of Pallets **£5.15 per pallet**

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 **£13.60** 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 **£4.53**

Day 15 onwards **£13.24**

Goods for destruction due to statutory authority requirements. Day 8 onwards (calculated on combined weight or cube). **£4.53**

SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES

- 6.3 BOATS**
Unloading/Loading to order of contents and delivery/receiving from/to transport and to/from Flats, Platforms, etc. will be charged **£5.82** 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 **£137.56** per motor car/motorcycle. Any storage, positioning charges will be raised as Tariff.

Lashing and securing upon application – Telephone 01394 602591
- 6.5 HEAVY LIFTS/OUT OF GAUGE**
Please contact the Commercial Department on 01394 602591 for a quotation
- 6.6 LASHING, CHOCKING & DUNNAGING CARGO**
On request this work will be charged at the Labour Hire Charges plus cost of any materials supplied. Estimates available from the Commercial Department – Telephone 01394 602591
- 6.7 PALLET REFURBISHMENT**
Shrink-wrapping, banding, pallet repairs/replacement etc., rates available on application from the Commercial Department – Telephone 01394 602591
- 6.8 FIRE DEPARTMENT EQUIPMENT**
Charges per hour:
- | | |
|--|----------------|
| Fire Appliance | £72.98 |
| Mobile Water Pump | £24.65 |
| Oil boom | £289.53 |
| Small fork lift (inclusive of driver) | £71.84 |
| Small Fire Truck (inclusive driver) | £71.84 |
| Heavy lift top lift (inclusive driver) | £148.27 |
| Rescue Van | £32.50 |
- Fire crew and safety personnel will be charged in addition at Labour Hire Charges
- 6.9 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 5.1, 5.2 and 6.1). Not including labour, materials and equipment **£90.43**
- 6.10 LABOUR HIRE**
Upon request and subject to availability, labour can be hired at the following rates:
- Charge per man hour:**
- | | |
|--|---------------|
| 07.00 hours Monday to 19.00 hours Friday (Minimum 1 hour) | £42.38 |
| 19.00 hours Friday to 07.00 hours Monday (Minimum 4 hours) | £48.41 |
| Public Holidays (Minimum 8 hours) | £67.93 |
- 6.11 REWORKING OF DAMAGED CARGO**
Prices available upon application from the Commercial Department - Telephone 01394 602591
- 6.12 MAFI/TRAILER HIRE**
Charge for Mafi/Trailers (Minimum hire period 1 day)
- | | |
|--|---------------|
| Mafi/Trailer (minimum hire period: 1 day) | £57.53 |
| 12 ton fork lift (inclusive of driver) per hour. Minimum 4 hours | £75.14 |
| Other equipment upon application | |

SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES

6.13 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 6.10) plus cost of any materials supplied.

6.13.1 Port Service Charges

Detention/ escort of detainee per hour (min. 1 hour)	£45.22
Meals, per meal	£17.00
Vehicle Mileage, per mile	£1.29

6.13.2 Storage of stolen/seized vehicles

Per vehicle per day or part thereof	£45.22
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6.13.3 Release fee for clamped vehicle/trailer

Per vehicle/trailer per occasion	£231.65
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6.13.4 Port Police escort of abnormal load

Abnormal loads within 1 mile of the Port boundary, per journey	£115.83
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6.13.5 Private hire of Police Officers / Fire / Ambulance personnel:

By arrangement, subject to availability

Monday – Friday 0745 – 2345 per hour (minimum 1 hour)	£58.71
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At all other times per hour (minimum 1 hour)	£70.66
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6.14 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

6.15 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 **£44.29** 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 5.2.3).

6.16 RAIL ACCESS CHARGE

Rail access charge per train arrival	£54.71
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6.17 REFRIGERATED CONTAINERS & FANTAINERS

Charges per container, per day or part thereof

Landside – Containers - Use of plug in point and power supplied	£23.74
Landside – Fantainers - Use of plug in point and power supplied	£4.79
Plugging/unplugging and monitoring (3 daily inspections)	£16.69

6.18 T.C.E.F. (Temperature Controlled Environmental Facility)

Removing goods from or replacing goods in containers or trailers:

Palletised goods, per pallet, per move	£13.96
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Loose cartons, per made up pallet per move	£27.60
--	---------------

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	£13.64
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Loose cartons, per carton handled	£0.65
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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 6.10). A minimum charge of **£56.75** will apply for handling operations at the Cold Store facility

SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES

6.19 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 **£75.35** as recovery of the additional cost incurred in relocation.

6.20 PORT OF FELIXSTOWE COMPUTER PRINTOUTS/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 **£22.66** per print, if up to 3 months old or **£28.80** per print, if over 3 months old. The same rates will be applied for each copy dangerous goods note requested.

6.21 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 **£34.76** 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 1.11.

Any amendments that are required following an incorrect declaration or a non-declaration of information will be subject to a charge of **£2.11** per container with a minimum charge of **£38.47**.

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 or changing weight, variant or technical name a charge for Change of Hazardous information will be applied at the rate of **£23.18** 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 or their authorised representatives will inspect to verify what placards are present. This will incur an inspection fee of **£32.08*** per container. In the case of units which have arrived by rail and rejected at the Rail In-Gate this charge will be raised to the Rail Operator.

Following inspection, if hazardous placards are required to be added or removed the DGO or their authorized representatives will advise what action is required. If placards are required to be added or removed the DGO will request the customer to contact the CSC Dept. to have the unit moved into a designated safe area for their approved contractor to carry out the work agreeing to accept charges **£71.79*** per container (includes moves and administration). In the case of units which have arrived by rail and rejected at the Rail In-Gate this charge will be raised to the Rail Operator.

*These charges will be notified to the Shipping line or the Rail Operator at the time.

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 through the Port a charge will be raised against the Line controlling such movement. This charge will be **£7.42** per container or trailer.

SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES

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 **£564.90** shall be payable for such attendance.

Adding or removing placards **£41.20** for first plus **£3.09** for each additional placard. Rates exclude shunting but include supply of placards.

6.22 RECEIVING OR DELIVERING OUT OF HOURS

Containers which are received or delivered outside the published container terminal opening times will incur a surcharge of **£118.14** per container.

6.23 FUMIGATION

Any unit required for fumigation as a result of UK statutory authority requirement will incur a charge of **£87.81** (inclusive of positioning). Customers’ contractor responsible for fumigating and issuing gas free certificate.

NB: Commercial fumigation is currently not available on site.

Any amendments that are required following an incorrect declaration or a non-declaration of information will be subject to a charge of **£2.11** per container with a minimum of **£38.47**, as per section 6.20. This includes the non-declaration of, or absence of label indicating the presence of fumigant gas, or suspected fumigant generators that must subsequently be disposed of. Disposal of fumigant generator will be charged at **£50.88** per container, if the container is fully unloaded at the port a charge of **£5.67** will be made for the fixing of a warning label.

6.24 VENTING

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

6.25 JAMMED TWIST LOCKS / STACKING CONES AS CONFIRMED IN WRITING AT THE TIME

Option 1: FDRC carry out the work **£94.97** 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 **£66.64** 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

6.26 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

Inspection fee **£96.72**

Administration charge **£30.49**

6.27 WIRE LIFT FLATS/PLATFORMS

Import or Export Cargoes which necessitate a wire lift will incur an additional charge as follows:

Up to 38.6 tonnes via RTG **£56.55** per unit for transfers to/from road transport

Between 38.6 tonnes and 45 tonnes via reachstacker **£85.70** per unit for transfers to/from road transport

Over 45 tonnes up to 60 tonnes via quay crane **£282.48**

Over 60 tonnes via quay crane **£564.90**

SECTION 6 - NON-CONTRACT MISCELLANEOUS CHARGES

6.28 BUNDLING /UNBUNDLING EMPTY FLATS

The following charges will apply:

1 x move per flat (exclude bottom flat when unbundling import flats)

1 x hour labour per bundle (unbundled or bundled)

½ hour labour for each t flat that requires the ends folded down / raised

½ hour labour for each flat which requires removal and disposal of dunnage / redundant lashing gear

SECTION 7 - TERMS & CONDITIONS FOR IMPORT & EXPORT GOODS

7 TERMS & CONDITIONS FOR IMPORT & EXPORT GOODS**7.1 PRE-SLUNG GOODS**

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

7.2 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.

7.3 SHIPS STORES

Per parcel/pallet landed/shipped (minimum charge **£56.55**) **£21.84**

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.

7.4 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 be pre-entered into Destin8 prior to arrival.

7.5 VALUE-ADDED TAX

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

7.6 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

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)

2 hour Dangerous Goods Awareness Course	£55.62
1 day Dangerous Goods Course	£185.30

8.2 ENVIRONMENTAL MONITORING AND SURVEY

Charge per hour (minimum 1 hour):

Noise Levels	£45.94
Light Levels	£45.94
Gas and Fume	£45.94

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 604721; Facsimile: +44 (0)1394 604653.

8.4 SAFETY CAR PER HOUR OR PART THEREOF **£19.00**

8.5 ATTENDANCE OF SAFETY MANAGERS PER HOUR OR PART THEREOF **£56.55**

SECTION 9 – TRAINING CENTRE

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 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 MARINE OPERATIONS**10.1 MARINE INFORMATION**

Felixstowe Dock Tower (Telephone: +44 (0)1394 604724) is manned 24 hours per day and is the coordination point for marine activities within the Port of Felixstowe. From the Tower, Marine Controllers maintain liaison with and provide information to Harwich VTS, pilots, terminals, agents, tugs, control deployment of mooring parties, and provision of watering services. Harwich Haven Authority is the Competent Authority for the Haven Area, and offers a Traffic Information Service, Traffic Organisation Service and Navigational Assistance Service.

10.2 BERTHING INFORMATION

Harwich Haven Authority are continuously updated by our Marine Supervisors with berthing requirements and information is available via Harwich VTS or direct from Felixstowe Dock Tower.

10.3 COMMUNICATIONS

Marine Supervisors 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 VTS 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 Supervisors. Contact Felixstowe Dock Tower direct or via Harwich VTS.

10.5 PILOTAGE AND HARBOUR OPERATIONS

The Haven and Sunk Pilotage and Harwich Vessel Traffic Service are operated by 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 and Calling Channel.
Channel 71 Primary Working Channel. Call sign "Harwich VTS".
Channel 20 Navigational Assistance Service.
Channel 10, 12 Tug Working Channels.
Channel 09 Pilot calling channel "Haven Pilots" or "Sunk Pilots"
Channel 06 Pilot launch boarding/landing
Channel 72 Haven Pilots working channel
Channel 74 Port of Felixstowe – Dock Tower
Channel 14 Sunk VTS

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

10.7 TELEPHONE COMMUNICATION

Harwich Operations Centre MMSI:002320025 Tel: +44 (0)1255 243000 Fax: +44 (0)1255 507177 email: harwich.vts@hha.co.uk

10.8 RADAR

A sophisticated radar surveillance system is in operation with radar and AIS coverage of Harwich Harbour, Haven and Sunk Pilot Stations, Sunk Traffic Separation System and VTS, and the seaward approaches.

SECTION 10 – MARINE OPERATIONS

10.9 OTHER EQUIPMENT

Meteorological and hydrographical data is gathered from remote sites at Landguard, Shotley, Felixstowe, Mistley and also in the approaches at the Threshold Wrecks. This data is displayed on HHA's website www.hha.co.uk

10.10 REPORTING

The Local Traffic System is administered through Harwich VTS and assists in the separation of vessel traffic and shall be followed by the Master of every vessel bound to or from the Haven Ports, and every vessel in transit through the Authority's Area. Notice for arrival and departure for vessels over 50GRT 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.

Ships bound for Felixstowe and requiring a pilot shall notify Harwich Haven Authority 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 draft, security level, persons on board, departure port and destination port.

Confirmation of ETA should be given on VHF Channel 9 at least 2 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.

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 VTS 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 VTS, having due regard to the size and draft 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 Harwich Approach Buoy. Large or deep-drafted vessels will normally be expected to board their pilots at the 'Sunk' Pilot Station.

Boarding and landing will take place from pilot launches operating from Harwich Harbour. The launches will have the words 'Harwich 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.

SECTION 10 – MARINE OPERATIONS

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 Pilots or Harwich VTS.

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.
- (c) To seaward of Landguard Point, the area bounded as follows
 - (i) In an easterly direction as far as 01° 24.0E.
 - (ii) In a southerly direction as far as 51° 54.5N.
 - (iii) In a northerly direction as far as 51° 57.4N.

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° 00N, Longitude 01° 26.0E.
- (b) Latitude 50° 49.0N, Longitude 01° 41.0E.
- (c) Latitude 50° 49.0N, Longitude 01° 41.0E.
- (d) Latitude 50° 49.0N, Longitude 01° 15.0E.

10.16 ADDITIONAL INFORMATION

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

The Harbour Master, Harwich Haven Authority, Navigation House, Angel Gate,
Harwich, Essex CO12 3EJ
Telephone: +44 (0) 1255 243030 Fax: +44 (0) 1255 241302 Email: enquiry@hha.co.uk

SECTION 11– PHOTOGRAPHY AND FILMING

11 PHOTOGRAPHY AND FILMING

At the Ports discretion, permission may be granted for photography / filming on the Port. In such circumstances the following charges will apply.

11.1 PHOTOGRAPHY CHARGES AT THE PORT OF FELIXSTOWE

For shooting from 09:00hrs to 17:00hrs Monday to Friday (Except Bank Holidays)

Crew Size	Per Hour	Minimum book time (Hours)
1 – 5	£226.86	2
6 – 10	£272.23	2
11 – 20	£340.26	4

For photography outside of these hours surcharges off 33.3% applies

NO PAYMENT – NO SHOOT

11.2 FILMING CHARGES AT THE PORT OF FELIXSTOWE

Filming from 09:00hrs to 17:00hrs Monday to Friday (Except Bank Holidays)

Crew Size	Per Hour	Minimum book time (Hours)
1 – 5	£462.57	2
6 – 10	£510.42	2
11 – 20	£623.87	4
21 – 30	£850.68	6

For filming outside of these hours surcharges off 33.3% applies

Payments must be made before the shoot day

NO PAYMENT – NO SHOOT

SECTION 12– GENERAL TRADING TERMS AND CONDITIONS

12 GENERAL TRADING TERMS AND CONDITIONS**General Trading Terms and Conditions****Effective Date: 1 July 2016****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 in force from time to time 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 and Orders 1879 – 2009;
- (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

SECTION 12– GENERAL TRADING TERMS AND CONDITIONS

sorting, weighing, marking, checking, recording, cooping, storing, devanning or revanning 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 and Orders 1879 - 2009. Furthermore the Customer, its employees, agents, contractors, Goods, Equipment and Ships are subject to FDRC’s general bye-laws (made pursuant to its powers under The Felixstowe Dock and Railway Acts and Orders 1879-2009) 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.

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- 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;
 - (e) decline to load a container onto a Ship in circumstances where the Supplier has not been provided with a verified gross mass in respect of such container by the time specified by the Supplier from time to time.
- 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), to (e) 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), to (e) 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.
- 3.8 Any verified gross mass provided by the Supplier is for the purposes of the International Convention for the Safety of Life At Sea Chapter VI Regulation 2 only and should not be used by or relied upon by the Customer for any other purpose.

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 including without limitation hauliers) 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 all information entered into the Community System is accurate and that all such information is kept up to date.
- 4.5 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.
- 4.6 The Customer warrants that all employees, agents and contractors which enter onto the Dock Estate shall comply with all applicable law, byelaws and reasonable instructions of the Supplier relating to health and safety, security and protection of the environment and understands that any failure of an employee, agent or contractor to do so may result in that employee, agent or contractor being removed from the Dock Estate and being refused re-entry.
- 4.7 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;

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- (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.
- 4.8 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.
- 4.9 The Customer warrants that it shall not:
- (a) use any devices which transmit radio signals or attempt to block radio signals (including without limitation GPS) whilst on the Dock Estate;
 - (b) interfere with any systems, communication links and equipment or computer hardware and software whilst on the Dock Estate;
 - (c) use or attempt to use any devices or software to gain access to unauthorised data and information;
 - (d) without the prior written consent of the Supplier except that the Customer may use marine band and radar radio frequencies.
- 4.10 The Customer warrants that it shall comply with the requirements of the International Convention for the Safety of Life at Sea and in particular that any verified gross mass provided to the Supplier is accurate and is provided in a timely manner. In the event that the Supplier is not provided with a verified gross mass by the time specified by the Supplier from time to time, the Supplier may provide a verified gross mass in respect of such container itself, in which case the Customer shall pay Supplier's Charges in respect of such Service. In the event that there is a material difference between the verified gross mass provided by the Customer and a gross mass obtained by the Supplier, the Customer and the Supplier shall enter a dialogue to resolve the discrepancy and the Customer shall pay any applicable additional Charges raised by the Supplier in relation thereto.

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

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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 including without limitation in respect of damaged Goods and Goods not satisfactorily reworked by the Supplier.

- 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, high winds, 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;

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- (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 or for any loss of income or revenue, loss of profits or loss of contracts, hire costs, survey costs, legal expenses, devanning/revanning costs, packing costs, fines or penalties, quay rent, cleaning costs, costs of wasted journeys, insurance costs, cost of customs paperwork, travel and accommodation costs, frustrated export costs, costs of container re-stows, costs of lost vessel slots, loss of labour, rental 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 and clause 8.6, 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.

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- 8.6 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 arising out of or in connection with the provision of a verified gross mass by the Supplier shall be limited to the Charges levied by the Supplier in respect of the provision thereof.
- 8.7 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.
- 8.8 It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing by sending an email to the claimsdept@hpuk.co.uk followed up with a copy of the email sent by post to the Supplier:

- (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 or within 30 days of the alleged damage having been caused, whichever is earlier, and to permit inspection thereof prior to 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 £200.

- 8.9 Notwithstanding the provisions of clause 8.8, 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.

- 8.10 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 and Orders 1879 - 2009. 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.

- 8.11 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.

- 8.12(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 8.12 (a) are perishable and in the view of the Dock Manager it is impracticable to give the notice required by clause 8.12 (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 8.12 (a) and (b) the Supplier shall be discharged of any liability whatsoever in respect of the Goods, Equipment or documents.

- 8.13 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.

- 8.14(a) If the Supplier handles any Goods or Equipment (i) whose gross weight is incorrectly stated or (ii) 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) or (iii) whose weight distribution does not facilitate the safe onward transportation of such Goods or Equipment, whether by rail, road or otherwise, such handling by the Supplier shall be at the sole risk of the person tendering the Equipment or Goods.

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

8.15 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.

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

8.17 The Customer is under a duty to mitigate its losses, including for example, obtain salvage.

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 (including where applicable, agents) shall pay to the Supplier in cash or as otherwise agreed in writing all sums immediately when due without deduction, withholding, abatement, set-off, or any counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law, or due to overpayment by the Customer or an undisputed credit owed by the Supplier to the Customer.

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. In addition the Supplier reserves the right to suspend or withdraw Services.

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.

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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 Any Charges agreed with the Supplier are commercially confidential and the Customer may not disclose Charges to any third party without the prior written consent of the Supplier, except where disclosure is required by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Customer gives the Supplier as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Supplier in relation to the content of such disclosure.

12.5 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

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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.

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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, of 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

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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.