



Associated British Ports



SILLOTH 2019

Port Charges and
Standard Terms and Conditions of Trade

THIS SCHEDULE CANCELS ALL PREVIOUS ISSUES AND OPERATES ON AND FROM 1 JANUARY 2019, UNTIL FURTHER NOTICE.

ANY ENQUIRIES RELATING TO THE CHARGES SHOULD BE ADDRESSED TO:

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SILLOTH 2019

Harbour or Ship Dues are payable on demand before sailing or on receipt of invoice (whichever is the earlier). Goods Dues and other trade accounts are payable on demand unless special credit facilities have been agreed.

REGULATIONS AND CONDITIONS APPLICABLE TO HARBOUR DUES AND RENT

Charges payable on demand

ABP's Standard Terms and Conditions of Trade apply

1. In these Regulations -

"Docks" means ABP's Marshall Dock and New Dock.

"Docking" and "Undocking" means respectively passage inwards and outwards through the entrance to Marshall Dock and/or through the gates of New Dock.

"Dues" mean Dues on Ships and Buoy and Light Dues respectively.

"Ship in Ballast" means a cargo vessel not carrying cargo for the time being.

2. Vessels discharging a cargo and subsequently loading a cargo will be liable for ships dues inwards and outwards at the appropriate rate.
3. Ships will be charged the inward or outward dues, whichever may be the higher, except that a ship which arrives or departs in ballast or in a light condition shall be assessed on the cargo carrying voyage.
4. Ships trading inwards or outwards shall be liable to pay dues in respect of the most distant of all the ports or places from or to which they shall have traded or shall trade, except that all vessels arriving and departing in ballast, or in a light condition, shall be liable to the dues payable by vessels falling to be dealt with under Class 1 of Table 1.
5. Ships which make a second or any subsequent docking or undocking on the same voyage and within the free period stated (Table 1, Col.2) in distress or for repair only, will be charged in respect of the second or any subsequent docking or undocking, 25% of the dues paid in respect of the first docking or undocking.
6. In calculating dues fractions of a gross ton or of a week shall be reckoned as a gross ton or a week respectively, with a minimum charge as for 50 tons.
7. In calculating the rent both the day of entry and the day of departure will be included.
8. Charges on vessels shall, except to the extent ABP declare otherwise, be related to such tonnage as is measured in accordance with the International Convention on Tonnage Measurement of Ships 1969 and which is stated on the International tonnage Certificate (1969).

In the case of vessels not issued with an International Tonnage Certificate, charges will be related to such tonnage as is calculated in accordance with the following formula:-

$GT_p = V_e \times a$ in which GT_p , V_e and a are defined as follows:

- i) GT_p = Calculated Gross tonnage
- ii) V_e = $L \times B \times H$ where
 - *L = Length in metres according to International Load Line Certificate
 - *B = Moulded breadth in metres
 - *H = Height from the bottom to the uppermost complete deck (upper deck) in metres.
- iii) a = as derived from the following table based on V_e above, interpolating as necessary to determine 'a' from the actual V_e value.

V_e	a
up to 400	0.58
1000	0.43
5000	0.35
10,000	0.34
25,000	0.33
50,000	0.32
100,000	0.31
150,000	0.30
200,000	0.29
250,000	0.28

- iv) NTP = Calculated Net tonnage which is $0.6 \times GT_p$

*As specified in the ships documents or Lloyds Register of Ships

- 9. In accordance with the European Council Regulation (EC) No. 2978/94, oil tankers equipped with segregated ballast tanks will receive a reduction on the gross tonnage related charges in this tariff. In order to claim this reduction, the vessel must be able to produce an International Tonnage Certificate (1969) showing under "Remarks" that the vessel is equipped with segregated ballast tanks.

Vessels will be charged on the basis of the gross tonnage at the appropriate rate per GT less 17%.

- 10. Vessel discharging a cargo and subsequently reloading a cargo will be liable for ships dues inwards and outwards at the appropriate rates.
- 11. Dangerously weighted heaving lines – ABP reserves the right to charge £1,000 where ships are found to use a dangerously weighted heaving line/s.

**TABLE 1
SHIPS DUES, RENT AND BUOYS AND LIGHTS DUES**

Ships Dues and Rent					
2019	Dock Dues	Buoys and Light Dues	Total of Docks Dues & Buoys and Light Dues	Rent after Free Period Per Week	Days Free of Rent from date of entrance
	Per GT	Per GT	Per GT	Per GT Per Week	Days
	£	£	£	£	
CLASS 1 (Non-International) Vessels entering from or departing for, any port or place in the United Kingdom, the Isle of Man and the Channel Islands.	1.09	1.10	2.19	0.76	3
CLASS 2 (International) Vessels entering from or departing for, any port or place otherwise than as specified in Class 1 of this Table	1.94	1.10	3.04	0.76	3

ENVIRONMENTAL CHARGE

A Port Environmental Charge of £89.39 will be levied on all vessels entering the New Dock at the Port of Silloth (including commercial fishing vessels with a GT of 300 tonnes or over). This charge is in respect of the provision of reception facilities for ship's garbage under the MARPOL Regulations (and is levied irrespective of whether or not the vessel utilises the available facilities). For further details of the procedures for the disposal of ship-generated waste, please refer to the Port of Silloth Waste Management Plan which is available from the Dock Office.

ISPS

A Port Security Charge of £45.90 will be levied on all commercial vessels, with a GT of 500 and over, entering the New Dock at the Port of Silloth (including commercial fishing vessels). This charge is by way of a contribution towards the increased security provisions made in order to comply with the ISPS Code.

DUES ON GOODS [WHARFAGE]

1. The charges listed in this Table will apply to all goods (including ship's stores) landed or discharged on or over or loaded or delivered from or over ABP's quays or wharves at an enclosed dock or quay, piers or jetties not inside an enclosed dock. The charges also apply to goods transferred from vessel to vessel.
2. Dues on Goods (Wharfage), chargeable at a rate per tonne will be levied upon the gross weight of the goods and any packing and packaging in which such goods are contained at 1,000 kilogrammes to the tonne.
3. In calculating Dues on Goods (Wharfage) fractions of a tonne or a cubic metre will be reckoned as a tonne or a cubic metre respectively.
4. Where any goods are not listed in this Table the amount chargeable will be as for whatever goods listed most nearly resembles them in nature, packing and quality provided that where ABP consider that no such comparison is feasible they shall be at liberty to determine a charge.
5. Ships Agents, or representatives of any vessels' cargo owners shall supply to ABP details of the total amount of cargo (quantity, type of cargo etc.) loaded, discharged or transferred immediately upon completion of cargo operations.

Commodity	2019 £	Unit
Bricks	2.77	Per tonne
Cement (Bulk)	2.16	Per tonne
Cement Manufactures	4.98	Per tonne
Coal	1.99	Per tonne
Containers	4.78	Per tonne
Fertilisers	3.63	Per tonne
Fuel Oil (Bunkers)	5.44	Per tonne
Grain, Wheat, Maize, Barley, Corn	2.27	Per tonne
Grain Screenings	2.27	Per tonne
Limestone Chippings	2.27	Per tonne
Machinery	5.13	Per tonne
Molasses	3.63	Per tonne
Mussels / scallops / Cockles etc	10.76	Per tonne
Peat (Baled)	1.81	Per tonne
Perlite	2.43	Per tonne
Phosphates	2.16	Per tonne

Pulpwood – Logs	2.79	Per tonne
Rock Salt	1.45	Per tonne
Sand	2.20	Per tonne
Scrap (Miscellaneous)	3.63	Per tonne
Slag	1.25	Per tonne
Timber (Packaged or loose)	3.95	Per tonne
Woodpulp	0.85	Per tonne
Quayside storage – bulk material	£0.40 per tonne per week	
Quayside storage – general cargo		P.O.A.

**TABLE 3
DUES ON PASSENGERS**

Per Passenger

£

To or from any port or place in the United Kingdom, the Channel Islands and the Isle of Man.	1.59
To or from any port or place otherwise than as specified in Paragraph 1 of this Table.	7.75

**TABLE 4
SILLOTH BASED FISHING VESSELS**

At the discretion of the Harbour Master, certain small fishing vessels based at the Port of Silloth will be eligible for a Mooring Licence which gives permission for them to be moored in the Marshall Dock on a long-term basis. Such vessels will be charged a fee for the Mooring Licence on a quarterly basis, payable in advance. The quarterly charge for this will be £158.00 (Plus VAT) with effect from 1 January 2019.

In addition to the above, small fishing vessels entering the New Dock will be liable for a charge of £30.00 per entry. In certain circumstances this charge may be waived (please contact the Harbour Master for further information). Vessels remaining in New Dock over 7 days from the date of entry will be liable to a Dock Rental charge of £38.00 per week or part thereof.

See Page 14 for Wharfage charges in respect of cargo landed from fishing vessels at Silloth.

OTHER CHARGES

1. ALTERNATIVE PILOT LAUNCH

In circumstances where the Workington Pilot Boat is unavailable, Silloth Pilots may be able to board or land by means of the Pilot launches available from either Whitehaven or Barrow. In such circumstances the vessel piloted will be required to pay the appropriate charge for the vessel used plus any fuel surcharge that may be applicable. Overtime charges in respect of the crew of the Barrow Pilot Launch may also be charged as appropriate.

2. ISSUE OF PERMITS AND LOCAL NOTICES

A charge of £68.18 will be levied for the issue of all permits in respect of Hot Works, Diving, Excavation and Electrical work. The same charge will be levied in respect of all third-party requests for the issue of a Local Notice to Mariners.

3. QUAY AND LAND RENTAL

Please contact the Port for charges in respect of quayside rental, open storage and covered storage.

Value Added Tax (V.A.T.) will be charged where appropriate.

SUPPLY OF FRESH WATER

£

● Normal working hours	9.00 per tonne
● Normal working Hours	Min Charge £45 + Connection charge £20
● Surcharge weekdays 18.00 - 06.00	60.00 per hour
● Surcharge weekend 18.00 - 06.00	91.94 per hour

The dues, rates and charges in this Booklet are subject to variation at any time and, while every care has been taken to ensure correctness of the information in this Booklet, ABP cannot accept liability for any inaccuracy.

PILOTAGE CHARGES 2019

Pursuant to Section 10 of the Pilotage Act 1987, Associated British Ports as the Competent Harbour Authority for the Port of Silloth, hereby make the following list of charges:-

A. SERVICES OF A PILOT	CHARGE
	£
1. For Pilotage from sea into Silloth Docks, or vice versa: the following rate per cubic metre, calculated as a multiple of the vessel's overall length and beam, and maximum observed draught upon arrival or sailing.	0.0935
Subject to a minimum of 1250 cubic metres	116.88
2. For shifting a vessel within Silloth Docks when the Pilot's attendance is requested specifically for that purpose, the following charge will be made plus any additional and reasonable travelling expenses incurred:	150.00
3. Mobilisation to attend a vessel at Silloth by request when the Pilot is not required for that tide.	58.20 per hour
4. a) If attending a vessel at the request of the Owners, Agents, or Master, a Pilot is required to stand by awaiting the vessel's departure and then not required	58.20 per hour
b) If having been employed on a vessel (at the request of the Master, Owners or Agent) the Pilot is detained on board but no further services are rendered he shall be entitled to charge at the following rate per hour or part thereof:	58.20 per hour
5. a) If a Pilot is mobilised to join a vessel at the seaward limit of the District or at a Port outside the limits of the District and the vessel does not arrive off or sail from that Port on the tide for which he is ordered he shall be paid the following rate and additionally his reasonable travelling and accommodation expenses:	58.20 per hour
b) If a pilot boards a vessel at the seaward limits of the district and for whatever reason the pilotage act is aborted prior to the vessel entering the Competent Harbour Authority Area, the following charge will be made:	150.00
c) Any vessel employing the services of a pilot and engaging upon an act of pilotage within the Competent Harbour Authority area that aborts passage for whatever reason, will be charged the full pilotage rate.	

6. A Pilot shall be entitled to payment by the Shipowner concerned of reasonable travelling expenses to or from the Port of Workington or any other Port for the purpose of joining the ship for which he is ordered or of returning to Silloth after leaving a ship which he has piloted. This charge will normally be at the rate of £96.00 per round trip (£48.00 one way).
7. A surcharge of 10.3% will be added to the Pilotage Charges at (1) above in respect of the contributions required to reduce the deficit of the Pilots National Pension Fund.
8. A surcharge of 5% will be levied on Silloth Pilotage Charges at (1) to (6) above as a contribution towards ABP's administration and employment costs of the Silloth Pilots.
9. The charges specified in this List shall be payable in respect of services used on and after the 1 January 2019.
10. If charges incurred are not paid within one month from the date on which they become due, the following increases shall be payable :-

Period after charge becomes due	Percentage Increase
Payment after 1 month but not exceeding 2 months	5%
Payment after 2 months but not exceeding 3 months	10%
Payment after 3 months but not exceeding 4 months	15%
Payment after 4 months but not exceeding 5 months	20%
Payment after 5 months	30%

11. This List cancels all previous lists of charges.

B. PROVISION, MAINTENANCE AND OPERATION OF PILOT BOAT FOR THE DISTRICT

1. The charge for shipping or landing a Pilot by means of a Pilot Boat owned or hired by ABP / the Pilots from Cumbria County Council will be as shown on the attached schedule of charges issued by the Port of Workington. It may, on occasion, be necessary to use an alternative pilot boat and under such circumstances the charges will relate to that substitute vessel.

C. PILOTAGE EXEMPTION CERTIFICATES

1. The charge for examination of a bona fide Master or First Mate of a vessel, for a Pilotage Exemption Certificate will be £235.00.
2. Any ship navigating within the area to which the Silloth (Pilotage) Harbour Revision Order 1988 applies under the Pilotage of a Master or First Mate who is the holder of a Pilotage Exemption Certificate for the Silloth District will be charged half the Pilotage charge as calculated in Section A. Clause 1 above.

PORT OF WORKINGTON BOARDING AND LANDING CHARGES AS FROM 1 January 2019

The following charges are payable for shipping or landing a pilot by means of a pilot boat owned or hired by the Port of Workington.

PER ACT OF BOARDING OR LANDING OFF WORKINGTON

DWAT	Per Act of Boarding or Landing off Workington
0 – 1500	£102.00
1501 - 5000	£140.00
5001 and upwards	£182.00

TIDAL ATTENDANCE CHARGE

If the Pilot Boat is ordered but not used then a charge equivalent to 50% of the actual charge will be levied. The above rates are for normal hours only (2.5 hours before high water, to 2 hours after high water).

OVERTIME CHARGES

The following additional charges for the provision of the Pilot Boat will be levied on top of the standard rate:-

Christmas Day / Boxing Day / New Year's Day / Good Friday	£247.00 per tide
Outside normal tide time	£56.00 per hour or part thereof

TONNAGES

References to the tonnage of a ship are:

- i) the tonnage as registered at the time the services are provided, or**
- ii) where GRT exceeds DWAT – GRT/GT will be taken as the basis of the charge**
- iii) for certain types of offshore vessels the calculation the calculation shall be the sum of the LAO x Beam x Draught.**

If it is necessary to leave the Workington Pilot boat outside the Prince of Wales Dock during Low Water (which can be arranged provided 24 hours notice is given) then the following additional charges will apply:

Monday – Sunday	£218.50
Public/Bank Holidays	£290.00

PILOTAGE DIRECTIONS FOR THE HARBOUR OF SILLOTH

Associated British Ports, as Competent Harbour Authority for the Harbour of Silloth, hereby makes the following Pilotage Directions to apply on and after 1st October 1988 to vessels bound to and from the Harbour of Silloth, (or navigating within the Harbour Areas as defined in Schedule 1), following abolition of the Silloth Pilotage Authority on that date by the Pilotage Act 1987.

Pilotage within Silloth Harbour is Compulsory.

The following vessels are excluded from Compulsory Pilotage, except if carrying passengers or dangerous goods, when they may be required by Associated British Ports to take a pilot:

Vessels of less than 50 metres in length
Vessels changing berth within Silloth Docks.

Ship Masters who trade regularly into Silloth Harbour may be granted Pilotage Exemption Certificates. Notwithstanding Pilotage Directions Nos. 2 & 3 above, any vessel not exempt from the Compulsory

Pilotage by law, may be required by Associated British Ports to take a Pilot for reasons of safety.

Detail of each of the above Directions is given in the accompanying Schedules.

SCHEDULE NUMBER 1 TO PILOTAGE DIRECTIONS FOR THE HARBOUR OF SILLOTH

COMPULSORY PILOTAGE

For the purpose of Compulsory Pilotage, the limits of Silloth Harbour are as defined in the Associated British Ports (Silloth Pilotage) Harbour Revision Order 1988, which includes the area of the Solway Firth as is bounded on the seaward side by an imaginary line commencing at the level of high water at Grune Point (Lat. 54 54.00N. Long. 003 20.20W.), extending thence due west-south-west to Southerness Point (Lat. 54

52.30N. Long. 003 35.65W.), thence due south true to Latitude 54 43.65N. and thence due east to a point at the level of high water on the coastline north-east of Maryport (Lat. 54 43.65N. Long. 003 29.20W.) and on the landward side by an imaginary line drawn below the coastline along the level of high water between Grune Point and the said point north-east of Maryport.

For the time being, Silloth Pilots will be boarded and landed at the Workington Pilot Station, (Lat. 54 39.30N Long. 003 36.10W). Pilot boat VHF Working Channel 14.

Vessels bound for Silloth Harbour should communicate their ETA at the Workington Pilot Station, either directly, or through their local Agents to the Harbour Master, Silloth at least 12 hours before arrival.

Vessels should communicate their ETD to the Harbour Master at least 1 hour before sailing.

SCHEDULE NUMBER 2 TO PILOTAGE DIRECTIONS FOR THE HARBOUR OF SILLOTH

EXCLUDED VESSELS

Masters of Excluded Vessels are cautioned that the channels in the Silloth Harbour are subject to frequent and continuous change in both position and depth and all vessels, when navigating without a Pilot, must obtain information and instructions from the Harbour Master at Silloth before entering the Harbour.

The Harbour Master may be contacted by public telephone at the Dock Office, Silloth Docks, telephone number 016973-31358, or by marine VHF radio-telephone, call sign "Silloth Harbour Radio" on Channel 16, Working Channel 12.

SCHEDULE NUMBER 3 TO PILOTAGE DIRECTIONS FOR THE HARBOUR OF SILLOTH

EXEMPTION CERTIFICATES

The bona fide Master or First Mate of a vessel trading to and from the Port of Silloth, will be granted a Pilotage Exemption Certificate by Associated British Ports, provided that he/she satisfies the following criteria:-

Has traded into the Silloth Harbour on at least 6 occasions during the preceding 12 months, covering a minimum of 12 acts of pilotage.

Has a working knowledge of the English Language. Possesses an appropriate Certificate of Competency.

Can demonstrate a satisfactory capability, skill and knowledge of all aspects of pilotage and general navigation, required for the Silloth Harbour area.

All candidates for Exemption Certificates should expect to be tested physically, verbally or in writing, on all the above criteria.

Certificates may be renewable annually.

In the event that a Certificate holder shall commit an act of incompetence or misconduct when piloting a vessel within the Silloth Harbour area, Associated British Ports shall reserve the right to suspend or revoke that Certificate forthwith.

Associated British Ports will make charges for the issue and renewal of Pilotage Exemption Certificates. The amount of these charges will be published in the current Schedule of Pilotage Dues for the Silloth Harbour.

**SCHEDULE NUMBER 4
TO PILOTAGE DIRECTIONS FOR THE HARBOUR OF SILLOTH**

SAFETY OF NAVIGATION

Notwithstanding any other Pilotage Direction, Associated British Ports may require any vessel to take a Pilot when for any reason it is deemed to be a potential hazard to safe navigation.

Examples are:-

Vessels carrying dangerous or hazardous cargo. Vessels which are holed, listed or on fire.

Vessels which are mechanically unsound or impaired.

Vessels which do not possess adequate navigational equipment, including marine VHF radio or radar.

**PORT OF SILLOTH
MOORING CHARGES AS FROM 1 JANUARY 2019**

A charge of £118.00 will be levied against each vessel entering the New Dock at Silloth. This charge is to cover the provision of mooring (rope handling) services on both arrival and departure of the vessel irrespective of whether such services are requested by the vessel and/or Agent.

An additional charge may be levied if mooring services are provided or requested for the purpose of shifting a vessel from one berth to another.

ASSOCIATED BRITISH PORTS

STANDARD TERMS AND CONDITIONS OF TRADE

IMPORTANT ADVICE

The customer's attention is drawn to specific clauses in these conditions which exclude or limit the liability of ABP (such clauses being 6.4, 11.9, 14, 16.6 18.2, 19.2, 22, 23, 24, 26 require the customer to indemnify or reimburse ABP in certain circumstances (such clauses being clauses 3.2, 4.3, 4.5, 5.3, 6.3, 8.2, 9.3, 10.1, 16.3, 16.5, 17.3, 17.4, 18.2,) and limit time (such clause being clause 25).

ABP undertakes no obligation to effect insurance (and makes no charge for insurance). Customers are advised to effect insurance themselves.

Except to the extent that a bespoke written agreement has been entered into between the customer and ABP, where inconsistent with terms and conditions previously applying or understood to apply, these conditions will prevail

1 Definitions

1.1 In these Conditions the following expressions have the following meanings:

"ABP" means Associated British Ports whose principal office is at 25 Bedford Street, London WC2E 9ES or such other address as may be notified by ABP from time to time;

"ABP Party" means any employee, agent, contractor or sub-contractor of ABP;

"ABP Notify Website" means the ABP portal at <https://abpnotify.co.uk/login.aspx> (or such other portal or web address as ABP may advise from time to time);

"ABP Plant" means any Plant belonging to ABP, including any Plant used by ABP in the provision of Services or which ABP hires to the Customer;

"ABP's Port" means any of ABP's ports of Immingham, Grimsby, Hull, Goole, Southampton, Newport, Port Talbot, Cardiff, Barry, Swansea, Ipswich, Lowestoft, King's Lynn, Teignmouth, Plymouth, Garston, Fleetwood, Barrow, Silloth, Troon and Ayr;

"ABP Regulations" means all Terminal Regulations, codes of practice or other directions, regulations or port rules issued from time to time by ABP in connection with the Port;

"Applicable Laws" means all applicable law and legislation of any jurisdiction including all or any statutes, rules, regulations, statutory guidance, treaties, directives, decisions, directions, recommendations, codes of practice, guidance notes, circulars, bylaws, orders, notices, demands, regulations or official guidance issued by any Competent Authority which are applicable to the Customer, the Port and/or any aspect of the performance of these Conditions as the same may be amended or modified from time to time;

"Cargo" means cargoes of any description;

"Cargo Services" means any services provided by, or on behalf of, ABP in relation to the Cargo or Containers including unloading or loading Cargo or Containers from Vessel or Customer Transport, handling of Cargo or Containers, management of storage of Cargo or Containers at the Port;

"Charges" means all charges, dues, expenses or other sums (including charges for Services, charges for the hire of ABP Plant, and dues and charges for Vessels) which are payable by the Customer to ABP;

"Competent Authority" means any supranational, national, regional, local or municipal government or regulatory authority, body, agency, court, ministry, inspectorate or department, or any official, public or statutory person or body, police, customs or port authority, in each case acting in accordance with its or their statutory or legal authority in a jurisdiction having authority over the Customer / ABP or having responsibility for the regulation or

governance of any aspect of the performance of these Conditions and/or the Port and/or any activities carried out at the Port;

"Container" means any container which complies with ISO Standards for freight containers, including for example reefer, tank-container and flats which are, or have been, or are able to be carried on a Vessel;

"Customer" means any Person who:

- (a) has or brings any Vessel within the Port including the owner, agent, charterer, master and any crew of a Vessel;
- (b) visits the Port;
- (c) delivers, brings or causes Goods or Passengers to be on the Port or whose Goods or Passengers howsoever come to be on the Port;
- (d) by themselves or their Representative use any facility or ABP Plant at the Port or receive any Services provided by or on behalf of ABP;

"Customer Invitees" mean any Representative or other Person whom the Customer invites onto the Port;

"Conditions" means these standard terms and conditions of trade as may be updated by ABP from time to time;

"Customer Transport" means any road or rail transport supplied or arranged by or on behalf of the Customer or its Representative to transport Goods to or from or within the Port;

"Dangerous Substances" means a substance or article described in regulation 3 of the Dangerous Substances Regulations;

"Dangerous Substances Regulations" means the Dangerous Goods in Harbour Areas Regulations 2016;

"Environment" means (whether alone or in combination): (a) ecological systems and living organisms (including humans); (b) air (including air within buildings or other structures and whether below or above ground); (c) land and soil (including buildings and any other structures in, on or under land and soil, anything below the surface of the land and land covered with water); and (d) water (including water under or within land or within pipe or sewage systems);

"Goods" mean Cargo, Plant (excluding ABP Plant) and/or Packaging;

"Good Industry Practice" means the exercise of that degree of skill and care which would reasonably and ordinarily be expected of a skilled and experienced person carrying out the same type of activity under the same conditions and complying with Applicable Laws;

"GRT" means the gross registered tonnage as defined by the International Convention on Tonnage Measurement of Ships, 1969;

"Harbour Master" means the ABP Harbour Master or Dock Master for the Port (as appropriate) or their authorised representative;

"Hazardous Materials" means any substance in whatever form whether alone or in combination with any other substance known or reasonably believed to be harmful to human health or the Environment, whether or not for that reason it is subject to statutory controls on production, use, storage or disposal;

"Insolvency Event" means any of the following events: (a) an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer; or (b) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or (c) a receiver is appointed of any of the Customer's assets or undertaking, or (d) circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer or if any other person takes possession of or sells the Customer's assets; or (e) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (f) the Customer ceases, or threatens to cease, to trade or suspends all or substantially all of its operations or suspends payments of its debts or becomes unable to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (g) the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt or (h) ABP reasonably considers that any of the above events is likely to occur;

"Losses" means any loss, damage, liability, demand, claim, recovery, judgment, execution, fine, penalty, charge and any other cost and expense of any nature or kind whatsoever, including any costs of recovery on a full indemnity basis;

"Luggage" means any property travelling with a Passenger but excludes any Goods contained in or carried on board a Vessel;

"Necessary Consent" means any agreement, permission, permit, licence, consent, exemption or other approval required by the Customer under any Applicable Laws in order to import or export the Cargo through the Port or to otherwise store or handle such Cargo at the Port or for any of the Cargo Services to be lawfully carried out in relation to the Cargo;

"Packaging" means any Container, package, case, pallet or other thing which conveys, carries, contains, protects or supports Goods or is designed or made to do so;

"Passenger" means any person using the Port as the point of embarkation or disembarkation in connection with travelling on a Vessel;

"Passenger Services" means any services or facilities provided by ABP or any ABP Party in connection with Passengers, their Luggage and Passenger Vehicles including: (i) the provision of terminal facilities for the embarkation or disembarkation of Passengers, their Luggage and Passenger Vehicles; (ii) provision of facilities for loading or unloading Passenger Vehicles onto or off Vessels; (iii) clearance through HM Revenue & Customs of Passengers, their Luggage and Passenger Vehicles; and (iv) any other ancillary services related to Passengers, their Luggage and Passenger Vehicles;

"Passenger Vehicle" means any vehicle which is driven by a Passenger onto or off a Vessel;

"Person" includes all forms of legal entity including an individual, company, body corporate (wherever incorporated or carrying on business), unincorporated association, governmental entity and a

partnership and, in relation to a party who is an individual, his or her legal personal representative(s);

"Plant" means any plant, equipment or machinery including any vehicle, trailer (whether or not incorporating any tank or Container), machine, crane, tool, fender, gangway, front loading shovel, telehandler and forklift;

"Port" means the particular port owned by ABP which the Customer is using or intending to use in the circumstances and includes all land, water, quays, jetties, buildings and other structures within ABP's statutory harbour jurisdiction or otherwise owned or operated by ABP and references to the **"Port"** shall be construed as if it was immediately followed with the words **"or any part of it"**;

"Port Tariff" means the principal rates and charges published by ABP for the Port (as available at the Port Office and as published on www.abports.co.uk) which are prevailing at the time that the Port facilities or Services are actually utilised by the Customer;

"Representative" means the Customer's officers, employees, contractors, sub-contractors, agents, representatives and any other person engaged by or whom acts on behalf of the Customer;

"Services" means the Cargo Services, Passenger Services and any other services or facilities provided by or on behalf of ABP in connection with the Customer's or Vessel's use of the Port;

"Terminal Regulations" means any regulations issued from time to time by ABP in connection with a particular terminal at the Port;

"Vessel" means any ship, boat, raft, lighter, barge or craft of every class or description however navigated or propelled, and includes any hover vehicle (being a vessel however propelled, designed to be supported on a cushion of air), hydrofoil vessel (being a vessel however propelled, designed to be supported on foils), and any other artificial contrivances used, or capable of being used, as a means of transportation on water;

1.2 In these Conditions (a) unless otherwise provided or unless the context otherwise requires: (i) the singular shall include the plural and words in the plural shall include the singular; (ii) the words **"include"**, **"including"** and **"in particular"** are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them; and (iii) the words **"other"** and **"otherwise"** are not to be construed as being limited by any words preceding them; (b) the headings are to be ignored in construing these Conditions; and (c) reference to any statute or statutory provision includes a reference: (i) to that statute or statutory provision as from time to time consolidated, modified, re enacted (with or without modification) or replaced by any statute or statutory provision; and (ii) any subordinate legislation made under the relevant statutory provision.

2. Application of Conditions

2.1 These Conditions shall apply to all legal relationships between ABP and any Customer whether in respect of contract, bailment, licence or tort.

2.2 These Conditions cannot be varied other than as agreed in writing between ABP and the Customer (or its Representative).

2.3 The acceptance by the Customer of these Conditions, if not express, will be implied from any one or more of the following:

- (a) request of any Services or ABP Plant to be provided by ABP;
- (b) delivery of Goods onto the Port or into the custody of ABP;

- (c) entry of any Vessel into the harbour jurisdiction of ABP;
- (d) entry of any Customer Transport onto the Port;
- (e) embarking or disembarking of any Passengers or other individuals onto the Port;
- (f) submission of any documentation to ABP in relation to a Vessel, Customer Transport, Goods or Passengers whether via the ABP Notify Website or otherwise;
- (g) use of any facility or ABP Plant at the Port by the Customer or its Representative.

3. Warranty of Authority by Customer

- 3.1 The Customer warrants to ABP that the Customer is either the owner or the authorised agent of the owner of the Goods and/or Vessel and further warrants that the Customer accepts these Conditions not only for itself but also as duly authorised agent for and on behalf of every other Person interested in the Goods and/or Vessel. Any finance company, lessor or other Person having or claiming to have title to or an interest in such Goods and/or Vessel are advised that unless ABP is notified in writing of their title or interest in the particular Goods prior to the commencement of any relationship between ABP and the Customer, these Conditions shall be deemed to have been accepted with the authority of such Persons and such Persons' rights over and in respect of the Goods and/or Vessel shall be subordinated to the rights of ABP under these Conditions.
- 3.2 The Customer shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP arising out of or in connection with any lack of authority or title on the part of the Customer as referred to in Condition 3.1.

4. Services

- 4.1 ABP will only provide Cargo Services or Passenger Services in connection with Cargo or Passengers by prior written agreement with the Customer, either at the time each service is required or in accordance with any contractual arrangement to provide such services over a period of time.
- 4.2 ABP will carry out any Cargo Services or Passengers Services with reasonable skill and care.
- 4.3 Where ABP provides ships agency services in relation to the Port, ABP will do so only by prior written agreement with the Customer in respect of a particular Vessel, and the Customer shall indemnify ABP in full and on demand for any Losses suffered or incurred by ABP as a result of acting within the scope of its authority as agent for or on behalf of the Customer.
- 4.4 ABP reserves the right to decline to carry out any Services until ABP is satisfied that any official formalities are complied with including authorisation from the Vessel owner or agents, proof of compliance with all customs and other official formalities and that any Necessary Consents have been obtained.
- 4.5 Unless otherwise agreed in writing, ABP has complete freedom in respect of the way in which any Services are carried out. In the event that the Customer gives ABP any specific instructions, ABP reserves the right to deviate from the Customer's instructions (whether or not accepted by ABP) in any respect, where it is reasonable for ABP to do so, and the Customer shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP in relation to such deviation.

5. Information in relation to Cargo, Passengers and Vessels

- 5.1 The Customer shall, or shall procure that, in relation to any Cargo, Containers, Passengers or Vessel which the Customer delivers or causes to be at the Port, the following information is provided in writing to ABP:
- (a) the total number of Passengers which are to (i) embark or disembark the Vessel at the Port; and (ii) stay on board the Vessel in transit while at the Port, together with a copy of the manifest in relation to the Vessel and Passengers and any such other supporting information as ABP may reasonably require;
 - (b) full particulars of the Cargo/Containers (including weight, volume and a sufficient description to identify the Cargo/Containers) prior to (i) the loading of the Cargo/Containers to Vessel at the Port; (ii) prior to the discharge of Cargo/Container from the Vessel at the Port; and (iii) as otherwise may be required by ABP including where the Customer is storing Cargo / Containers at the Port before or after its import/export, together with a copy of the manifest or bill of lading and/or any other such supporting information as ABP may reasonably require in relation to such Cargo/Containers;
 - (c) where ABP is providing Cargo Services:
 - (i) information as is sufficient to handle the Goods safely and in full compliance with Applicable Laws and Good Industry Practice;
 - (ii) details of any hazards in connection with the Goods;
 - (iii) any special precautions or instructions regarding the nature, weight or condition of the Goods and how it should be handled, sorted, loaded, unloaded or stored which are necessary or desirable for ABP to perform the Cargo Services and/or comply with its legal duties and Good Industry Practice (including in relation to health and safety and the Environment) in doing so; as soon as reasonably practicable before ABP commences any Cargo Services in relation to such Goods;
 - (d) where ABP is providing Passenger Services:
 - (i) information as is sufficient for ABP to provide the Passenger Services safely and in full compliance with Applicable Laws and Good Industry Practice;
 - (ii) any special precautions or instructions regarding the Passenger Services which are necessary or desirable for ABP to perform the Passenger Services and/or comply with its legal duties and Good Industry Practice (including in relation to health and safety and the Environment) in doing so; as soon as reasonably practicable before ABP commences any Passenger Services in relation to the Passengers.
- 5.2 The Customer agrees that ABP has the right to share any information provided to ABP under this Condition 5 to any Person ABP deems necessary.
- 5.3 The Customer shall be deemed to warrant the accuracy of all descriptions, values and other information and particulars provided to ABP pursuant to Condition 5.1 or otherwise in relation to the Goods, Passengers or Vessel. The Customer shall indemnify ABP in full and on demand for any Losses suffered or incurred by ABP in relation to any inaccuracy or omission in any information provided to ABP.

- 5.4 ABP may, but shall not be obliged to, verify the weight or volume of Cargo or Containers by undertaking its own measurements and in the absence of manifest error such measurements shall be deemed to be conclusive.
- 6. Condition of Goods & Vessel**
- 6.1 The Customer warrants that any Goods which the Customer delivers to or causes to be at the Port:
- (a) will not contaminate or cause danger, injury, pollution or damage to the Environment, any person or any property;
- (b) are not overheated, infested, verminous, rotten or subject to fungal attack or liable to become so while on any quayside or hardstanding area or in any building on the Port;
- (c) require for their safekeeping no special protection (other than as may be agreed in writing between ABP and Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other Goods or from their inflammability or other hazardous nature;
- (d) contain no controlled drugs (unless the Customer is licensed or otherwise lawfully authorised in respect of such controlled drugs), contraband, pornographic or other illegal matter;
- (e) are properly and sufficiently packed to ensure the safety of the Goods and to allow mechanical handling without damage or danger;
- (f) are properly and sufficiently marked, documented and labelled for all shipping, handling, dispatch, customs and similar purposes;
- (g) are properly marked with warnings as to the hazardous nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the Goods or their contents in the event of the escape of anything injurious from the Goods;
- (h) are fully insured at all times including during the provision of any Services and that such insurance covers theft of, or loss or damage to the Goods arising during their presence at the Port or as a result of the provision of any Services;
- (i) are in a fit and proper condition to be handled or otherwise dealt with by ABP or any ABP Party and ABP Plant during the provision of any Services.
- 6.2 The Customer warrants that:
- (a) any Vessel which it brings into or causes to be within the Port is:
- (i) seaworthy and complies with all Applicable Laws and any Terminal Regulations (where relevant) that it will remain seaworthy and compliant with Applicable Laws and Terminal Regulations (where relevant) throughout the period it is at the Port; and
- (ii) covered by Protection and Indemnity insurance with reputable insurers in respect of third party liability risks (including cargo damage, pollution and wreck removal) and for levels of cover as would normally be taken out by a prudent operator of a comparable Vessel in similar trades;
- (b) any Customer Transport seeking to enter the Port is road or rail worthy (as applicable) and that it complies with and will remain road or rail worthy (as applicable) and be operated in accordance with all Applicable Laws throughout the period it is at the Port;
- 6.3 Where ABP incurs or suffers any Losses due to:
- (a) the Customer's breach of any of the warranties set out in Conditions 6.1 and 6.2; or
- (b) taking any step which ABP considers to have been reasonably required to remedy a breach of any of the warranties set out in this Condition 6 or to comply with the lawful requirements of any Competent Authority in respect to the Goods,
- then the Customer shall indemnify ABP in full and on demand for such Losses.
- 6.4 Without prejudice to any other right or remedy, if ABP reasonably suspects that a breach of any warranty under this Condition 6 has been, or might be, committed, ABP has the right to refuse to accept any Goods onto its Port, and if Goods have already been accepted, ABP reserves the right to require their prompt removal. In such circumstances, the Customer shall not be entitled to any compensation from ABP other than a refund of Charges pre-paid by the Customer in respect of the Goods less any Losses suffered or incurred by ABP in connection with the Goods (including Charges owing up to the date of the removal of the Goods and any additional handling and operational costs incurred by ABP).
- 7. Prompt Shipping and Removal of Goods**
- 7.1 Unless otherwise agreed by ABP in writing, the Customer shall ensure that all Goods:
- (a) delivered to the Port for loading to a Vessel are loaded to Vessel as soon as reasonably practicable and in any case within twenty four (24) hours of the date of delivery of the Goods to the Port;
- (b) discharged from a Vessel at the Port are removed from the Port as soon as reasonably practicable and in any case within twenty four (24) hours of completion of discharge of the Vessel.
- 7.2 Without prejudice to any other right or remedy and except as otherwise agreed by ABP in writing, any Goods remaining on the Port beyond the time period specified in Condition 7.1 (or such other time period as may be agreed in writing by ABP) shall (i) incur Charges for rent in accordance with the Port Tariff; and (ii) may be dealt with in accordance with these Conditions including under Condition 8, 9, 15, 18, 19.
- 8. Destruction or Disposal of Harmful Goods**
- 8.1 If any Goods on the Port are, or become, noxious, hazardous, inflammable, explosive or in any way dangerous or otherwise likely to cause damage (including Goods which are infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests) whether alone or in combination with other Goods and whether or not by reason of the act or omission of any Person, ABP or any ABP Party in whose custody the Goods are then in, shall be at liberty to destroy or otherwise deal with the Goods as in their discretion may seem desirable for the purpose of rendering the Goods harmless.
- 8.2 Where this Condition applies the Customer shall indemnify ABP in full and on demand against all Losses suffered or incurred by ABP in connection with the fact or matter referred to in Condition 8.1.

9.	Dangerous Substances & Hazardous Materials	11.4	ABP has absolute discretion in the allocation of berths, rail terminal capacity, ABP Plant, labour and covered and uncovered storage space.
9.1	Dangerous Substances and Hazardous Materials of an inflammable, explosive, dangerous or offensive nature shall not be brought into or dealt with at the Port unless and until the Customer has procured that detailed information (including the nature, quality and quantity) regarding such Dangerous Substances or Hazardous Materials has been provided to the Harbour Master for the Port (whether by the ABP Notify Website or otherwise) and the Harbour Master has confirmed to the Customer in writing that it will accept such Dangerous Substances or Hazardous Materials. The acceptance of such Dangerous Substances or Hazardous Materials by ABP shall be subject to such terms as ABP may stipulate.	11.5	Any arrival and departure dates or times provided by ABP are estimates only. Except to the extent that ABP has expressly agreed in writing to any special arrangements, ABP accepts no responsibility or liability with regard to any failure to adhere to agreed arrival or departure dates or times of Goods, Vessels or Customer Transport.
9.2	The Customer will be responsible for ensuring that the tonnage of ammonium nitrate (where applicable) stored at the Port does not exceed that permitted under the Dangerous Substances Regulations or any other Applicable Laws.	11.6	The Customer shall ensure that a Vessel and any Customer Transport arrives at and is handled and departs in conformity with the requirements and regulations of ABP and its Harbour Master, and the lawful requirements of any other Competent Authority.
9.3	The Customer will be responsible for removing any Hazardous Materials or Dangerous Substances, including, any radioactive substances or materials, from the Port if reasonably requested to do so by ABP and if the Customer fails to remove any such substances or materials to the reasonable satisfaction of ABP then ABP reserves the right (but shall not be obliged) to remove and dispose of them itself. The Customer shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP in undertaking any removal and disposal of such substances or materials.	11.7	Any Vessel which has completed discharge or loading at a berth may only be permitted to remain in the Port with the Harbour Master's permission and may be required to move to another berth at the Port if directed. Berth rent and any other applicable port Charges (such as pilotage, berthing and mooring charges) shall apply in accordance with the Port Tariff.
10.	Explosives	11.8	Where ABP has issued Terminal Regulations in relation to a terminal at the Port, such Terminal Regulations shall apply to the use of that Terminal and the Customer shall comply with such Terminal Regulations.
10.1	Without prejudice to Condition 9 (Dangerous Substances & Hazardous Materials), where ABP undertakes to handle explosives (defined as substances and articles listed under Class 1 of the International Maritime Dangerous Goods Code as published by the International Maritime Organisation) or consents to the handling of explosives on its Port by others, the Customer shall:	11.9	Where the Customer uses any Person (other than ABP) to carry out services in the Port (" Third Party Service Provider "), it will satisfy itself as to the competence of such Third Party Service Provider and, notwithstanding the existence of any license given by ABP to any Third Party Service Provider in respect of its operation at the Port, no warranty is given by ABP as to the competence of any Third Party Service Provider and ABP will not be liable for the consequences of any act, failure, omission or breach of statutory duty, whether negligent or otherwise, of any Third Party Service Provider appointed by the Customer.
(a)	indemnify ABP in full and on demand against all Losses suffered or incurred by ABP in respect of any death, personal injury or damage to property by reason or in consequence of or in connection with the handling of the explosives (whether or not caused by the negligence or default of ABP or any ABP Party); and	12.	Hours of Work
(b)	provide a letter of confirmation from the Customer's insurance company that the indemnity referred to in Condition 10.1(a) is underwritten by a policy of insurance, quoting the policy number and the period of insurance.		The normal hours of work vary depending on the Port, terminal, operation and Services. Further information can be provided on request at the relevant Port.
11.	Vessels, Customer Transport, Third Party Service Providers	13.	Payment of Charges
11.1	ABP is not obliged to admit Customer Transport to its Port or to allow Vessels to berth at the Port except by prior arrangement.	13.1	The Customer shall be responsible for paying the Charges in accordance with these Conditions. The Charges shall be those published in the Port Tariff for the Port or as otherwise advised by ABP.
11.2	Vessels mooring and arriving at the Port and Customer Transport arriving at the Port will be dealt with in an order determined by ABP at its sole discretion.	13.2	Unless stated otherwise, all Charges are exclusive of VAT.
11.3	ABP shall not be responsible for the acts or omissions of berthing masters or boatmen nor for any Losses suffered or damage caused to any Person, Vessel or Goods in connection with any berthing, mooring, un-berthing or un-mooring operation except to the extent that ABP has expressly agreed in writing to supply berthing masters and/or boatmen in relation to a Vessel in which case these Conditions shall apply to the provision of such Services.	13.3	Any quotations by ABP are on the basis of immediate acceptance and are subject to the right of withdrawal or revision at any time. ABP has the right to correct any errors in any quotation given.
		13.4	All Charges are payable in accordance with ABP's standard terms of payments as set out in Condition 13.5.
		13.5	ABP's standard terms of payment are that all Charges are payable on demand and before the Vessel departs the Port. No Vessel will normally be permitted to leave the docks until all Charges have been paid and agreement has been obtained from the Port Manager, Harbour Master or an authorised ABP representative.
		13.6	ABP may agree to allow the Customer a credit account in relation to certain Charges, subject to any special

	conditions which may from time to time be applicable. In the event of such credit agreement and unless otherwise agreed in writing by ABP:	
(a)	any credit arrangement shall not include ships dues which shall be payable in advance or on demand and prior to the Vessel leaving the Port;	
(b)	all Charges which are subject to such credit arrangement shall be paid within 28 days of the invoice date (unless some other time period is specified by ABP);	
(c)	any credit arrangement agreed with the Customer shall at all times be subject to Condition 13.7.	
13.7	Notwithstanding any credit arrangement in place between ABP and the Customer in accordance with Condition 13.6 or any other provision in these Conditions:	
(a)	if ABP (acting reasonably) considers that there is a risk that any Charges levied or any future Charges to be levied may not be paid by the relevant due date, ABP has the right, upon giving the Customer notice, to immediately withdraw any credit arrangement agreed and to require payment in advance (where applicable) or immediate payment on demand of the whole or part of its Charges;	(ii) ABP (acting reasonably) considers that there is a risk that any Charges levied or any future Charges to be levied may not be paid by the relevant due date;
(b)	ABP reserves all its statutory rights in relation to the recovery of amounts owing to it, including rights to distrain and arrest vessels for non-payment of amounts owing to ABP; and	(iii) the Customer is in material, continued or persistent breach of any of its obligations under these Conditions and the breach is not capable of being remedied or the breach can be remedied but the Customer has failed to remedy the breach on written notice from ABP requiring it to be remedied;
(c)	ABP may, subject to any statutory requirements to the contrary, at any time demand prepayment of the whole or part of its Charges.	(iv) ABP reasonably considers it unsafe or unsuitable in the circumstances; or
13.8	Without prejudice to any other right or remedy, ABP reserves the right to charge interest at the rate of 8% p.a. above the base rate of The Bank of England on all amounts overdue and such interest shall accrue on a daily basis until payment is received.	(v) the Customer suffers an Insolvency Event,
13.9	No undertaking by ABP to collect from a consignee or any other Person any sum payable to the Customer and no demand by ABP on such Person shall constitute a waiver or release by ABP of any rights against the Customer.	and in such circumstances ABP shall not be liable for any Losses suffered or incurred by the Customer arising directly or indirectly from ABP's failure or delay to perform any of its obligations.
13.10	All Charges due and owing to ABP shall be paid without set-off, withholding or deduction of any kind.	14.2 In the event of any exercise of ABP's rights pursuant to this Condition 14 and without prejudice to any other right or remedy, all sums due to ABP by the Customer (including for any Services carried out up to the point of suspension or cancellation) shall become immediately due and payable on demand. For the avoidance of doubt, applicable Charges (such as rent for Goods stored at the Port) will continue to accrue during such period.
14. Suspension / Cancellation / Right of Refusal		15. General Lien with Power of Sale
14.1	Without prejudice to any other right or remedy, ABP reserves the right:	15.1 Without prejudice to any other right or remedy, ABP may exercise upon all Goods and documents relating to Goods in its possession, a general lien, not only for any Charges due in relation to such Goods, but also for all monies owing by the owners to ABP on any account including any claim by ABP for Losses, (together being the "Debt"). Applicable Charges (such as rent for Goods stored at the Port) will continue to accrue in respect of any Goods detained under lien. In the event of any Debt not being fully paid in cleared funds within fourteen (14) days of the notice of the exercise of any such lien, ABP may sell the Goods and apply the proceeds towards the satisfaction of the Debt on whatsoever account owing and also all Charges arising during the exercise of any such lien and the provisions of Conditions 19.1(b)(i) and (ii) and 19.2 shall apply to the sale of the Goods.
(a)	not to permit a Vessel to a berth or discharge or load Goods or embark or disembark Passengers at the Port;	15.2 If the Customer has sold or sells the Goods which are the subject of the lien, ABP may, at its option, accept the proceeds of such sale or some interest or charge in or over such proceeds in substitution of the lien as a condition for releasing the Goods. If storing Goods subject to a lien, the limitations and exclusions on ABP's liability as set out in these Conditions shall apply.
(b)	not to permit Customer Transport to enter the Port and/or to load or unload any Goods at the Port;	16. Hire or use of ABP Plant
(c)	not to release any Goods and/or accept any new Goods onto the Port; and/or	16.1 Any hire or use of any ABP Plant shall be governed by these Conditions including the terms of this Condition 16 and Conditions 17, 22 and 23.
(d)	to decline to provide, suspend or cancel the performance of all or any part of any Services;	16.2 All hire or use of ABP Plant shall be subject to availability and ABP does not guarantee the availability of any ABP Plant at any specified time or accept any liability in relation to ABP Plant not being available in time. ABP reserves the right to limit the hire period for any ABP Plant.
	in the event that any of the following apply:	16.3 Unless otherwise advised by ABP an ABP Plant hire order form should be completed and submitted (in accordance with the directions on the ABP order form) to apply for the hire or use of ABP Plant.
(i)	the Customer has failed to pay any amount owing to ABP by the due date in respect of any of the ports owned by ABP irrespective of whether it is the same as the current Port;	

- 16.3 ABP reserves the right to require that ABP Plant such as cranes are operated by an ABP supplied operator (at the Customer's cost) for the Customer's operation in which case the Customer must not permit any other person to operate the ABP Plant without ABP's prior written consent. Where the operator is:
- (a) provided by ABP, ABP shall provide an operator who is competent and appropriately trained in operating the ABP Plant.
 - (b) provided by the Customer (subject to this Condition 16.3), the Customer shall provide an operator who is (i) competent and appropriately trained in operating the ABP Plant; (ii) who has signed the ABP authority in regard to ABP's drug and alcohol testing policy; and (iii) whose details have been provided to ABP in advance.
- 16.4 The Customer agrees that for any Customer operation involving the hire or use of the ABP Plant: :
- (a) the operator of the ABP Plant (whether supplied by ABP or the Customer) shall:
 - (i) be under the direction and control of the Customer
 - (ii) for all purposes in connection with his/her employment in the working of the ABP Plant be regarded as a servant or agent of the Customer; and
 - (c) the Customer shall be fully responsible for all claims arising in connection with the operation of the ABP Plant by the operator (whether supplied by ABP or the Customer) whether arising from the operator's negligence or otherwise (**Claims**) and shall indemnify ABP in full and on demand for any Losses suffered or incurred by ABP in relation to any such Claims.
- 16.4 The Customer shall, in respect of any ABP Plant which it hires or uses:
- (a) ensure that the ABP Plant is suitable for the proposed use and is not used for any unlawful purpose;
 - (b) strictly follow any instructions and restrictions given by ABP including any instructions given to ensure that (where relevant) ABP Plant is not taken onto hardstanding where it may be in excess of the load bearing capacity for that hardstanding;
 - (d) ensure that the ABP Plant is not misused or mishandled (including not loading it in excess of its maximum load capacity (where relevant)), is used only for the purposes for which it is designed, is operated in a proper and lawful manner and in accordance with any instructions given by ABP;
 - (e) without prejudice to the provisions of Condition 17, when using ABP Plant to undertake lifting operations involving lifting equipment, comply with the Lifting Operations and Lifting Equipment Regulations 1998 (including carrying out any pre checks of equipment and appointing a competent person to manage the operation);
 - (f) not part with possession of the ABP Plant to any third party at any time or remove it from the Port (unless otherwise agreed in writing by ABP);
 - (g) keep the ABP Plant in a clean condition, and take all reasonable precautions to safeguard it (including the use of locks where provided), not make any alterations to the ABP Plant or remove any existing component(s) from the ABP Plant without the prior written consent of ABP, and shall return it to ABP at the end of the hire in the same condition as it was at the start of the hire (fair wear and tear excepted).
- (h) unless otherwise advised by ABP, where relevant for the particular ABP Plant, supply the Customer's own tested slings and other lifting gear which are in good condition and compliant with Applicable Laws;
 - (j) notify ABP as soon as possible of any breakdown, damage or fault in relation to the ABP Plant or in the event that the ABP Plant is involved in any accident resulting in injury to persons or damage to property;
- 16.5 The Customer shall indemnify ABP in full and on demand for any Losses incurred or suffered by ABP which arises out of or in connection with the possession or use of the ABP Plant by the Customer or its Representatives.
- 16.6 The Customer acknowledges that any data logger systems on ABP Plant which are mobile cranes are indicative only and that ABP strongly recommends that a certificated weighbridge is used to accurately check weights of Goods loaded or unloaded. ABP accepts no liability in connection with any the inaccuracy of data provided by the data logger systems.
- 16.7 ABP reserves the right to notify the Customer of any additional special conditions which apply to the hire of any particular ABP Plant and the Customer agrees to comply with such conditions.
- 17. Safety, Environment & Compliance with Law**
- 17.1 The Customer shall:
- (a) at all times comply with ABP Regulations and Applicable Laws relevant to its use of and activities at the Port;
 - (b) carry out risk assessments of its activities at the Port to the full extent required by Good Industry Practice and Applicable laws, and will ensure that appropriate action is taken on the basis of those risk assessments;
 - (c) ensure that all Persons engaged by the Customer in any of its activities at the Port (including its Representatives) are appropriately trained and qualified for the work in which they are engaged, in accordance with Good Industry Practice;
 - (d) procure that any Representatives of other persons whom the Customer invites onto the Port conduct their respective activities in compliance with the obligations in this Condition 17;
 - (e) where relevant apply for and secure all Necessary Consents necessary in connection with any activity carried out by it at the Port, comply with all conditions and limitations imposed by any such Necessary Consent and upon request provide a copy of any such Necessary Consent to ABP and notify ABP as soon as practicable in the event that there is any material variation to any such Necessary Consent or if the Customer ceases to hold such Necessary Consent;
 - (f) conduct its activities at the Port at all times in such a way as to minimise any nuisance or disturbance to ABP any other Person at the Port, any other Vessel using the Port and the owners and occupiers of other land within or adjacent to the Port;
 - (g) immediately inform a representative of ABP in the event:
 - (i) that it becomes aware of any occurrence, incident, circumstance or unsafe practice which may affect the safe or efficient operation of the Port or which may present a danger or give rise to a risk to

	health, security, order, safety, or property or the Environment at the Port;		
	(ii) of any accident or incident which would be reportable under the Reporting of Incidents, Diseases and Dangerous Occurrences Regulations (RIDDOR).	18.1	Subject to any written agreement with ABP to the contrary:
17.2	Without prejudice to Conditions 17.1(a) and (b), the Customer will conduct its activities at the Port at all times in such a way as to:	(a)	the Customer will make proper and adequate arrangements for the removal from the Port and disposal of all:
(a)	prevent any escape of Goods or any other substance or matter (in whatever form and whether alone or in combination with any other substance) within the possession or control of the Customer from the Berth or from any other area of the Port or from any Vessel or other means of transport in the possession or under the control of the Customer or Customer Invitees into or onto any part of the Port or any adjacent land or watercourse;	(i)	Packaging (whether unused, empty or substantially empty or unused) immediately after the earlier of (A) the shipment or other removal of Goods; and (B) the Packaging becoming empty or substantially empty (as the case may be); and
(b)	ensure that no Hazardous Materials or substance or matter of which the discharge passage or escape would be contrary to the Environmental Permitting (England and Wales) Regulations 2016 or any substance or material which may cause an obstruction or damage or pollution or contamination to pass or escape into any sewer, drain or watercourse serving the Port or into any river or into the sea or into or onto any part of the Port.	(ii)	any other trade and other waste in accordance with the requirements of Applicable Laws as often as may be necessary or as reasonably directed by ABP.
17.3	If a Pollution Incident should occur as a result of the activities of the Customer or its Representative or other Person whom the Customer invites onto the Port, including the escape of any Goods which might cause damage to the Environment or discharge of any Hazardous Materials or other substance or matter referred to in Condition 17.2 in breach of that Condition 17.2 the Customer shall, upon becoming aware of the Pollution Incident:	18.2	If the Customer fails to remove Packaging and/or trade and other waste from the Port to the reasonable satisfaction of ABP then ABP reserves the right (but shall not be obliged) to remove and dispose of (in any way which ABP sees fit) the Packaging, Containers, trade or other waste itself and the Customer will reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP in undertaking such removal. ABP shall not be liable, answerable or accountable to the Customer or any Person interested in such items for so doing or for the proceeds (if any) of any such disposal.
(a)	immediately take all steps necessary to prevent further pollution occurring as a result of the Pollution Incident;	19.	Disposal of Perishable Goods & Non Perishable Goods
(b)	notify ABP as soon as reasonably practicable and provide ABP with a copy of any notice that has been given to any Competent Authority in connection with the incident;	19.1	Without prejudice to any other right or remedy, where Goods are on ABP's Port which:
(c)	as soon as reasonably practicable remediate the consequences of the Pollution Incident to the reasonable satisfaction of ABP and any Competent Authority.	(a)	in the opinion of ABP are insufficiently or incorrectly addressed or marked or are otherwise so unidentifiable that ABP cannot determine on what Vessel they should be shipped or to which Person they should be made available for collection; or
(d)	provided that notwithstanding (c) (and without prejudice to any other right or remedy) ABP reserves the right to elect to remediate the consequences of the Pollution Incident itself where it is reasonable in the circumstances for ABP to do so and the Customer shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP as a result of undertaking such remediation.	(b)	are not taken up immediately upon arrival at the Port or are not accepted by the consignee of the Goods or which ABP has reasonable grounds to consider may have been abandoned;
17.4	The Customer shall indemnify ABP in full and on demand for any Losses incurred or suffered by ABP as a result of the breach of Conditions 17.2 or 17.3 by the Customer or its Representatives or any other Person whom the Customer invites onto the Port.		then in the case of:
17.5	Without prejudice to any other right or remedy of ABP, ABP has the right to require the removal from the Port of any individual in circumstances where ABP reasonably considers that the behaviour or unsafe practices by that individual may present a danger or give rise to a risk to health, safety, security, property or the Environment at the Port.	(i)	Goods which in the opinion of ABP are likely for any reason to perish before collection, shipment or delivery, ABP shall be entitled to sell or otherwise dispose of such Goods in any way it sees fit, without any notice to the Customer or any other Person;
		(ii)	non-perishable Goods of any nature, ABP shall be entitled to sell or otherwise dispose of such Goods in any way it sees fit, after giving 21 days notice in writing of its intention to do so to the Customer (if known) or the publication of such notice in the Port office.
		19.2	In the event that ABP sells or otherwise disposes of Goods pursuant to Condition 19.1, the following provisions shall apply:
		(a)	all Losses suffered or incurred by ABP in connection with the sale or disposal of the Goods referred to in Condition 19.1 shall be payable by the Customer;
		(b)	applicable Charges (including rent) shall continue to accrue in relation to the Goods while they remain on the Port;

- 16.3 ABP reserves the right to require that ABP Plant such as cranes are operated by an ABP supplied operator (at the Customer's cost) for the Customer's operation in which case the Customer must not permit any other person to operate the ABP Plant without ABP's prior written consent. Where the operator is:
- (a) provided by ABP, ABP shall provide an operator who is competent and appropriately trained in operating the ABP Plant.
 - (b) provided by the Customer (subject to this Condition 16.3), the Customer shall provide an operator who is (i) competent and appropriately trained in operating the ABP Plant; (ii) who has signed the ABP authority in regard to ABP's drug and alcohol testing policy; and (iii) whose details have been provided to ABP in advance.
- 16.4 The Customer agrees that for any Customer operation involving the hire or use of the ABP Plant: :
- (a) the operator of the ABP Plant (whether supplied by ABP or the Customer) shall:
 - (i) be under the direction and control of the Customer
 - (ii) for all purposes in connection with his/her employment in the working of the ABP Plant be regarded as a servant or agent of the Customer; and
 - (c) the Customer shall be fully responsible for all claims arising in connection with the operation of the ABP Plant by the operator (whether supplied by ABP or the Customer) whether arising from the operator's negligence or otherwise (**Claims**) and shall indemnify ABP in full and on demand for any Losses suffered or incurred by ABP in relation to any such Claims.
- 16.4 The Customer shall, in respect of any ABP Plant which it hires or uses:
- (a) ensure that the ABP Plant is suitable for the proposed use and is not used for any unlawful purpose;
 - (b) strictly follow any instructions and restrictions given by ABP including any instructions given to ensure that (where relevant) ABP Plant is not taken onto hardstanding where it may be in excess of the load bearing capacity for that hardstanding;
 - (d) ensure that the ABP Plant is not misused or mishandled (including not loading it in excess of its maximum load capacity (where relevant)), is used only for the purposes for which it is designed, is operated in a proper and lawful manner and in accordance with any instructions given by ABP;
 - (e) without prejudice to the provisions of Condition 17, when using ABP Plant to undertake lifting operations involving lifting equipment, comply with the Lifting Operations and Lifting Equipment Regulations 1998 (including carrying out any pre checks of equipment and appointing a competent person to manage the operation);
 - (f) not part with possession of the ABP Plant to any third party at any time or remove it from the Port (unless otherwise agreed in writing by ABP);
 - (g) keep the ABP Plant in a clean condition, and take all reasonable precautions to safeguard it (including the use of locks where provided), not make any alterations to the ABP Plant or remove any existing component(s) from the ABP Plant without the prior written consent of ABP, and shall return it to ABP at the end of the hire in the same condition as it was at the start of the hire (fair wear and tear excepted).
- (h) unless otherwise advised by ABP, where relevant for the particular ABP Plant, supply the Customer's own tested slings and other lifting gear which are in good condition and compliant with Applicable Laws;
 - (j) notify ABP as soon as possible of any breakdown, damage or fault in relation to the ABP Plant or in the event that the ABP Plant is involved in any accident resulting in injury to persons or damage to property;
- 16.5 The Customer shall indemnify ABP in full and on demand for any Losses incurred or suffered by ABP which arises out of or in connection with the possession or use of the ABP Plant by the Customer or its Representatives.
- 16.6 The Customer acknowledges that any data logger systems on ABP Plant which are mobile cranes are indicative only and that ABP strongly recommends that a certificated weighbridge is used to accurately check weights of Goods loaded or unloaded. ABP accepts no liability in connection with any the inaccuracy of data provided by the data logger systems.
- 16.7 ABP reserves the right to notify the Customer of any additional special conditions which apply to the hire of any particular ABP Plant and the Customer agrees to comply with such conditions.
- 17. Safety, Environment & Compliance with Law**
- 17.1 The Customer shall:
- (a) at all times comply with ABP Regulations and Applicable Laws relevant to its use of and activities at the Port;
 - (b) carry out risk assessments of its activities at the Port to the full extent required by Good Industry Practice and Applicable laws, and will ensure that appropriate action is taken on the basis of those risk assessments;
 - (c) ensure that all Persons engaged by the Customer in any of its activities at the Port (including its Representatives) are appropriately trained and qualified for the work in which they are engaged, in accordance with Good Industry Practice;
 - (d) procure that any Representatives of other persons whom the Customer invites onto the Port conduct their respective activities in compliance with the obligations in this Condition 17;
 - (e) where relevant apply for and secure all Necessary Consents necessary in connection with any activity carried out by it at the Port, comply with all conditions and limitations imposed by any such Necessary Consent and upon request provide a copy of any such Necessary Consent to ABP and notify ABP as soon as practicable in the event that there is any material variation to any such Necessary Consent or if the Customer ceases to hold such Necessary Consent;
 - (f) conduct its activities at the Port at all times in such a way as to minimise any nuisance or disturbance to ABP any other Person at the Port, any other Vessel using the Port and the owners and occupiers of other land within or adjacent to the Port;
 - (g) immediately inform a representative of ABP in the event:
 - (i) that it becomes aware of any occurrence, incident, circumstance or unsafe practice which may affect the safe or efficient operation of the Port or which may present a danger or give rise to a risk to

	health, security, order, safety, or property or the Environment at the Port;		
	(ii) of any accident or incident which would be reportable under the Reporting of Incidents, Diseases and Dangerous Occurrences Regulations (RIDDOR).	18.1	Subject to any written agreement with ABP to the contrary:
17.2	Without prejudice to Conditions 17.1(a) and (b), the Customer will conduct its activities at the Port at all times in such a way as to:	(a)	the Customer will make proper and adequate arrangements for the removal from the Port and disposal of all:
(a)	prevent any escape of Goods or any other substance or matter (in whatever form and whether alone or in combination with any other substance) within the possession or control of the Customer from the Berth or from any other area of the Port or from any Vessel or other means of transport in the possession or under the control of the Customer or Customer Invitees into or onto any part of the Port or any adjacent land or watercourse;	(i)	Packaging (whether unused, empty or substantially empty or unused) immediately after the earlier of (A) the shipment or other removal of Goods; and (B) the Packaging becoming empty or substantially empty (as the case may be); and
(b)	ensure that no Hazardous Materials or substance or matter of which the discharge passage or escape would be contrary to the Environmental Permitting (England and Wales) Regulations 2016 or any substance or material which may cause an obstruction or damage or pollution or contamination to pass or escape into any sewer, drain or watercourse serving the Port or into any river or into the sea or into or onto any part of the Port.	(ii)	any other trade and other waste in accordance with the requirements of Applicable Laws as often as may be necessary or as reasonably directed by ABP.
17.3	If a Pollution Incident should occur as a result of the activities of the Customer or its Representative or other Person whom the Customer invites onto the Port, including the escape of any Goods which might cause damage to the Environment or discharge of any Hazardous Materials or other substance or matter referred to in Condition 17.2 in breach of that Condition 17.2 the Customer shall, upon becoming aware of the Pollution Incident:	18.2	If the Customer fails to remove Packaging and/or trade and other waste from the Port to the reasonable satisfaction of ABP then ABP reserves the right (but shall not be obliged) to remove and dispose of (in any way which ABP sees fit) the Packaging, Containers, trade or other waste itself and the Customer will reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP in undertaking such removal. ABP shall not be liable, answerable or accountable to the Customer or any Person interested in such items for so doing or for the proceeds (if any) of any such disposal.
(a)	immediately take all steps necessary to prevent further pollution occurring as a result of the Pollution Incident;	19.	Disposal of Perishable Goods & Non Perishable Goods
(b)	notify ABP as soon as reasonably practicable and provide ABP with a copy of any notice that has been given to any Competent Authority in connection with the incident;	19.1	Without prejudice to any other right or remedy, where Goods are on ABP's Port which:
(c)	as soon as reasonably practicable remediate the consequences of the Pollution Incident to the reasonable satisfaction of ABP and any Competent Authority.	(a)	in the opinion of ABP are insufficiently or incorrectly addressed or marked or are otherwise so unidentifiable that ABP cannot determine on what Vessel they should be shipped or to which Person they should be made available for collection; or
(d)	provided that notwithstanding (c) (and without prejudice to any other right or remedy) ABP reserves the right to elect to remediate the consequences of the Pollution Incident itself where it is reasonable in the circumstances for ABP to do so and the Customer shall reimburse ABP in full and on demand for all costs and expenses suffered or incurred by ABP as a result of undertaking such remediation.	(b)	are not taken up immediately upon arrival at the Port or are not accepted by the consignee of the Goods or which ABP has reasonable grounds to consider may have been abandoned;
17.4	The Customer shall indemnify ABP in full and on demand for any Losses incurred or suffered by ABP as a result of the breach of Conditions 17.2 or 17.3 by the Customer or its Representatives or any other Person whom the Customer invites onto the Port.		then in the case of:
17.5	Without prejudice to any other right or remedy of ABP, ABP has the right to require the removal from the Port of any individual in circumstances where ABP reasonably considers that the behaviour or unsafe practices by that individual may present a danger or give rise to a risk to health, safety, security, property or the Environment at the Port.	(i)	Goods which in the opinion of ABP are likely for any reason to perish before collection, shipment or delivery, ABP shall be entitled to sell or otherwise dispose of such Goods in any way it sees fit, without any notice to the Customer or any other Person;
		(ii)	non-perishable Goods of any nature, ABP shall be entitled to sell or otherwise dispose of such Goods in any way it sees fit, after giving 21 days notice in writing of its intention to do so to the Customer (if known) or the publication of such notice in the Port office.
		19.2	In the event that ABP sells or otherwise disposes of Goods pursuant to Condition 19.1, the following provisions shall apply:
		(a)	all Losses suffered or incurred by ABP in connection with the sale or disposal of the Goods referred to in Condition 19.1 shall be payable by the Customer;
		(b)	applicable Charges (including rent) shall continue to accrue in relation to the Goods while they remain on the Port;

- (c) the net proceeds of any sale of Goods shall be payable to the Customer (if known) after the deduction of all amounts owing to ABP under these Conditions; and
- (d) ABP shall have no liability to the Customer or any other Person in respect of the Goods other than the payment of any net proceeds (where applicable) as referred to in Condition 19.2(c).

20. Security & Protection of Goods

20.1. Subject to Condition 24.1, all Goods left or stored at the Port are left or stored at the Customer's sole risk and responsibility including theft, loss or damage to Goods. The Customer is responsible for insuring the Goods as referred to in Condition 6.1(h) whether or not storage of the Goods is provided as part of any Cargo Services.

20.2. The Customer agrees and acknowledges that any general security provided by ABP at the Port does not in any way diminish the Customer's responsibility for the security and safe-keeping of Goods and ABP makes no warranty or representation to the Customer that such security will be adequate or sufficient for the Customer's purpose (including where ABP is providing Cargo Services).

20.2. The Customer will ensure that all of its activities at the Port are undertaken in compliance with the International Ships and Port Facility Security Code (as amended from time to time) (the "ISPS Code") and The Port Security Regulations 2009 and will cooperate with and assist ABP with any security requirements in connection with the Customer's activities at the Port in accordance with the ISPS Code and any requirements of the United Kingdom Department for Transport or any other relevant Competent Authority.

21. Non-ABP Cranes & Overloading

21.1. The Customer must not bring any non-ABP cranes and heavy mobile equipment onto the Port unless the prior written consent of ABP has been obtained. In the event that ABP grants such consent, the Customer shall comply with any conditions of that consent.

21.2. The Customer shall be responsible for ensuring that: (i) the hardstanding areas of the Port are not loaded in excess of their load bearing capacity where ABP has provided this information to the Customer; and (ii) any plant it uses in its operations at the Port is not loaded in excess of its maximum load capacity as specified by the manufacturer of such plant.

22. Force Majeure

22.1. ABP shall not be liable for any breach of obligation to the extent that performance of that obligation is delayed, hindered or prevented by any event, circumstance or incident which is beyond the reasonable control of ABP including:

- (a) act of God, storm, tempest, flood, or other extreme weather or natural disaster, epidemic or pandemic;
- (b) fire (including steps taken for the extinguishment of fire), explosion, smoke, ionising radiation, radioactive contamination, terrorist activity, cyber attack, nuclear, chemical or biological contamination or sonic boom;
- (c) impact by aircraft or objects dropped or falling from them, impact by Vessel or road or rail vehicle, blockage of any shipping channel or blockage of any access to a berth (including due to breakdown, mechanical failure, disrepair or lack of personnel to operate the Vessel or vehicle), blockage of any road or rail access to or from or within the Port;

- (d) strikes, lockouts, go-slows or other industrial action by any person or anything done in the furtherance of a trade dispute;
- (e) shortage of labour, ABP Plant, machinery, fuel or power, berthing space, covered / uncovered / secure storage space; interruption or failure of utility service; breakdown or mechanical failure of ABP Plant;
- (f) war, revolution, riot or civil commotion, protest or public demonstration;
- (g) directions or orders given directly or indirectly by any Competent Authority acting in its statutory capacity;
- (h) theft, vandalism, damage or Pollution Incident unless proved by the Customer to have been committed by ABP;
- (i) inherent vice of the Goods;
- (j) vermin, insects, fungal attack, rot or corrosion;
- (k) heat or cold including heat within the Goods themselves and unintended exposure to natural or artificial light;
- (l) improper or insufficient packing, marking, documentation or labelling or any erroneous instructions;
- (m) insufficient depth of water at any berth or the approaches to such berth;
- (n) the total or partial failure of the ABP Notify Website (including communication links) or any other electronic or other systems offered at any time by or on behalf of ABP;
- (o) any act of ABP or any ABP Party which, though deliberate, are reasonably necessary for the safety or preservation of persons, the Port and/or any Goods having taken reasonable steps to mitigate where reasonably practicable to do so in the circumstances;
- (p) late receipt of HM Revenue & Customs entries or delivery or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of any person, delay in passing Customs entries or obtaining clearance of any Goods or omission of information from or a mis-statement in any order to ABP relating to the Goods.

23. Exclusion of ABP's Liability

- 23.1. ABP shall have no liability whatsoever whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with:
- (a) any demurrage costs or other compensation or other Losses suffered as a result of the delay or interruption of any Goods, ABP Plant, Plant, Vessels, Customer Transport, Passengers, Luggage, Passenger Vehicles or Services or for their loss of use or for their not being ready in time;
 - (b) any loss of profit;
 - (c) any loss of business, contracts, opportunity, market, charter, anticipated savings or depletion of goodwill;
 - (d) any indirect or consequential loss or damages, costs, expenses or other claims for consequential compensation or indirect economic loss (howsoever caused);
 - (e) the wrongful act, omission and/or neglect or any breach of these Conditions by the Customer or its Representative;
 - (e) any Goods delivered to the Port which do not meet the specification stated for those Goods;

- (f) its compliance with any instructions given by the Customer or its Representative or any other Person entitled to give them;
- (g) the lack or insufficiency of marks, labelling or numbers on Goods, incorrect delivery details or any failure by any consignee to accept delivery of Goods where ABP has obtained proof of delivery acknowledging safe receipt of the Goods;
- (h) any information or advice given to or by ABP being inaccurate or incomplete where this incompleteness or inaccuracy cannot have been reasonably known to ABP at the time of the provision of the advice or information;
- (i) any failure or inability of any master or owner of the Vessel, operator of Customer Transport or any other Persons (other than ABP) to comply with their obligations under Applicable Laws or with the directions or orders of the Harbour Master or with any ABP Regulations;
- (j) improper, insufficient, indistinct or erroneous packaging, marking or addressing of Luggage;
- (k) any damage to or loss of a Passenger Vehicle:
- (i) where the damage or loss occurs after the Passenger Vehicle has crossed a Vessel's loading ramp to embark the Vessel or before the Passenger Vehicle has left the Vessel's loading ramp to disembark the Vessel;
- (i) resulting from the malfunction or disrepair of any apparatus or equipment belonging to the Vessel or the Vessel not being in the condition specified at Condition 6;
- (vii) in the case of the Affected Item being Customer Transport, £5,000 per Customer Transport;
- (b) in the case of damage or loss to a Vessel (including any Goods on-board the Vessel) the reasonable cost of repair of the affected part of the Vessel and any affected Goods, up to a limit of:
- (i) £250,000 where the GRT of the Vessel is up to 300;
- (ii) £750,000 where the GRT of the Vessel is between 301 and 2000;
- (iii) £2,500,000 where the GRT of the Vessel is between 2001 and 10,000;
- (iv) £5,000,000 where the GRT of the Vessel is between 10,001 and 50,000;
- (v) £10,000,000 where the GRT of the Vessel is over 50,000;
- (c) in relation to the hire or use of any ABP Plant, the amount of the Charges paid for the hire of the relevant ABP Plant in relation to the particular operation to which the hire or use of ABP Plant relates;
- (d) except for the liability referred to in Condition 24.2(b) ABP's aggregate liability in respect of any one event or series of related events shall not exceed the amount of the Charges paid to ABP in relation to the particular Vessel or other operation to which the event or series of related events relates;
- (e) nothing in these Conditions shall prejudice ABP's right to rely on any applicable statutory provision providing for limitation and/or exclusion of liability; and
- (f) without prejudice to the generality of Condition 24.2(e), the provisions of the Pilotage Act 1987 shall apply to any claim in connection with any pilot or pilotage services provided;
- 24.3 Nothing in these Conditions excludes or limits the liability of ABP for death or personal injury caused by its negligence or for fraudulent misrepresentation or for any other matter which it would be unlawful to exclude or limit ABP's liability. Nothing in Condition 24.2(b) excludes or limits the liability of ABP if it is proved that the loss resulted from ABP's personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result.
- 24.4 The following additional terms shall apply where Passenger Services are being provided:
- (a) ABP shall not have any liability for any loss or damage or delay to any item of Luggage which is not in ABP's custody at the time such loss, damage or delay occurs. Luggage shall be deemed to be in the custody of ABP when it is unaccompanied by an embarking or disembarking Passenger from the moment the Luggage:
- (i) passes beyond the check-in desk at the terminal after a Passenger has checked in until the moment the Luggage passes onto the Vessel's loading ramps or otherwise passes onto the Vessel;
- (ii) leaves the Vessel's loading ramp or otherwise leaves the Vessel until the moment the Luggage is removed by the Passenger from the baggage carousels in the terminal;
- 24. Limitation of ABP's Liability**
- 24.1 Unless otherwise stated in these Conditions, ABP shall be liable for loss or misdelivery of, or damage to Goods, Plant, Vessels, Customer Transport, Luggage or Passenger Vehicles (or any part of them) to the extent that the Customer proves the loss, misdelivery or damage has been caused by the negligence of ABP or by a breach of ABP's obligations in relation to the provision of any Services, in which case ABP's liability will be limited in accordance with this Condition 24.
- 24.2 ABP's total liability in contract, tort (including negligence) or for breach of statutory duty, misrepresentation or otherwise, arising in connection with the use of the Port, the provision of any Services and/or the performance or contemplated performance of these Conditions will be limited in accordance with the provisions set out below:
- (a) in the case of loss, misdelivery or damage to Goods ("**Affected Item**") the amount which is the lesser of:
- (i) the cost of the part of the Affected Item which is affected;
- (ii) the market value of the Affected Item at the time of the loss, misdelivery or damage;
- (iii) the reasonable cost of repairing the Affected Item (if practicable);
- (iv) £1,300 per metric tonne of the gross weight of the Affected Item;
- (v) in the case of the Affected Item being a Container, £2,000 per Container or £5,000 per Container if it is a refrigerated Container;
- (vi) in the case of the Affected Item being Packaging or Plant (excluding Containers) £3,000 per item of Packaging or Plant;

- (b) where ABP is liable for damage or loss as set out in Condition 24.1, ABP's total liability arising in connection with any loss or damage:
- (i) to Luggage shall in no case be more than £2,000 per Passenger;
 - (ii) to a Passenger Vehicle (including any Luggage in or on the Passenger Vehicle) shall in no case be more than £12,000 per Passenger.
- 25. Liability - Time Bar for Claims**
- 25.1 It is a condition precedent to the liability of ABP in relation to Goods under Condition 24 that ABP be notified in writing:
- (a) in the case of damage, deficiency or partial losses, within 7 days of the earlier of the date on which:
 - (i) the Goods are either delivered to the Customer or collected from the Port;
 - (ii) the Customer or its representative has knowledge of the damage, deficiency or partial losses in relation to the Goods;
 - (b) Notwithstanding Condition 25.1(a), ABP shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any claim under or in connection with these Conditions unless court proceedings are issued and written notice of the proceedings are given to ABP within 12 months of the date of the event or occurrence alleged to give rise to a cause of action against ABP.
2. It is a condition precedent to the liability of ABP in relation to any Luggage or Passenger Vehicle under Condition 24 that ABP be notified in writing of any damage or loss of Luggage or to a Passenger Vehicle prior to the Passenger leaving the Port to enable ABP to inspect any damage or investigate any loss.
3. It is a condition precedent to the liability of ABP in relation to any Vessel under Condition 24 that ABP be notified in writing of any damage or loss to the Vessel prior to the Vessel leaving the Port to enable ABP to inspect any damage or investigate any loss.
- 26. Liability Limits available to Third Parties**
- By delivering the Goods to ABP the Customer shall be deemed to confer severally upon ABP and any ABP Party, the benefit of all warranties, representations, limitations and exclusions or of exemptions from liability, indemnities, defences, amenities and rights provided under these Conditions for the benefit of ABP upon any such Person providing any Services in relation to the Goods.
- 27. Disapplication of Additional Small Ship Limit**
- Paragraph 5 of part 2 of Schedule 7 of the Merchant Shipping Act 1995 shall not apply in respect of any claim ABP may have in relation to a Vessel using the Port.
- 28. Bribery / Corruption & Modern Slavery**
- 28.1 ABP and the Customer shall not, and shall each procure that its Representatives shall not, engage in any activity, practice or conduct which would constitute an offence under any applicable:
- (a) anti-bribery and/or anti-corruption laws, regulations and codes, including the Bribery Act 2010;
 - (b) anti-slavery and human trafficking laws, regulations and codes, including the Modern Slavery Act 2015.
- 28.2 ABP and the Customer shall each:
- (a) have in place adequate procedures designed to prevent any Person working for or engaged by ABP or the Customer (as the case may be) or any third party in any way connected to these Conditions and the Customer's use of the Port, from engaging in any activity, practice or conduct which would infringe any anti-bribery and/or anti-corruption laws, regulations and codes including ABP's anti-corruption and anti-bribery policy which is available on ABP's website <http://www.abports.co.uk>;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 27.3 Without prejudice to the generality of the obligations set out in this Condition 27 the Customer must promptly report to ABP:
- (a) any request or demand for any undue financial or other advantage of any kind which it receives in connection with the use of the Port by the Customer or performance of any obligations under these Conditions or any other agreement with ABP;
 - (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the use of the Port by the Customer, these Conditions or any other agreement with ABP.
- 29. Data Protection**
- 29.1 Without prejudice to the generality of Condition 17.1(a), in relation to the Customer's use of or activities at the Port the Customer shall at all times comply with all Applicable Laws and ABP Regulations relating to the security, confidentiality, protection or privacy of personal data.
- 29.2 The Customer acknowledges that surveillance systems such as CCTV, Automatic Number Plate Recognition (ANPR) and body worn camera systems may be used at the Port (including for the purposes of safety and security). The Customer further acknowledges that the information processed by such systems may include personal data about the Customer, Customer Invitees, Passengers and other Persons (including any Representative). This information may be shared by ABP with other Persons (including the data subjects themselves, employees, agents or services providers of ABP, police forces, security organisations and Persons making an enquiry) and it may be used in any form of proceedings.
- 29.3 The Customer warrants and agrees that it will make its Customer Invitees, Representatives, Passengers and any other applicable Persons aware that ABP may process personal data relating to data subjects who may enter or use the Port (including in relation to the use of any surveillance systems) and as further described in ABP's privacy notice (as amended from time to time), which can be accessed at http://www.abports.co.uk/Privacy_Notice/
- 29.4 Unless the context otherwise requires, the terms "process", "personal data" and "data subject" used in this Condition 29 shall be interpreted and construed by reference to any Applicable Laws relating to the security, confidentiality, protection or privacy of personal data.

- 30. Radio**
- The Customer shall ensure that any radio equipment used at the Port is licensed and operated in accordance with Applicable Laws.
- 31 Governing Law and Jurisdiction**
- These Conditions (and any dispute or claim relating to them, their enforceability or its termination) and any legal relationship between ABP and the Customer shall be governed by and interpreted in accordance with English law, and the Customer submits to the exclusive jurisdiction of the High Court of Justice in England but ABP may enforce any contract between ABP and the Customer in any court of competent jurisdiction.
- 32. Bylaws, Statutory Powers & Duties**
- 32.1 The rights and powers of ABP under these Conditions are in addition to and not in substitution for the rights and powers of ABP conferred by their current Bye-Laws.
- 32.2 Nothing in these Conditions shall restrict prejudice or affect ABP's powers and duties in the exercise of its functions as the statutory harbour authority for the Port or as the competent harbour authority for elsewhere.
- 33. Notices**
- Any notice required to be given under these Conditions shall unless otherwise specified or agreed be sufficiently given if sent by registered or recorded delivery post or left at the principal or registered office for the time being of the party to be served. Any such notice shall be deemed to be served at the time the same is handed to or left at the address of the party to be served and if served by post on the third day (not being a Sunday or public holiday) following the day of posting.
- 34. Confidentiality**
- 34.1 ABP and the Customer will keep and procure to be kept secret and confidential all confidential information belonging to the other party disclosed or obtained as a result of the relationship of the parties under these Conditions and will not use nor disclose the same save: (a) for the purposes of the proper performance of these Conditions; (b) with the prior written consent of the other party or of a party's professional advisors or; (c) as may be required in connection with any financing arrangements.
- 34.2 Where a party discloses confidential information to its employees, consultants, sub-contractors, professional advisors or agents pursuant to Condition 34.1(a), (b) or (c), such disclosure shall be subject to obligations equivalent to those set out in this Condition 34 and the disclosing party will use its best endeavours to procure that any such employee, consultant, sub-contractor, professional advisor or agent complies with such obligations. Each party will be responsible to the other party in respect of any disclosure or use of any such confidential information by a person to whom disclosure is made.
- 34.3 The obligation of confidentiality under Condition 34.1 will not apply to any confidential information which: (a) is in or enters (otherwise than as a result of an unlawful disclosure by the party receiving such information), the public domain; (b) the party receiving such information can demonstrate was already lawfully in its possession at the time of disclosure; (c) is disclosed to the party receiving such information by a third party otherwise than in breach of any confidentiality obligation owed to the party whose confidential information it is; or (d) is required to be disclosed pursuant to any Applicable Law, Court or arbitral order or by any supervisory or regulatory body to whose rules a party is subject or with whose rules it is necessary for that party to comply.
- 35. General**
- 35.1 If any provision of these Conditions is or becomes invalid or unenforceable, in whole or in part, in any jurisdiction, the validity and enforceability of the other provisions of these Conditions and its validity and enforceability in any other jurisdiction shall not be affected.
- 35.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: (a) waive that or any other right or remedy; or (b) prevent or restrict the further exercise of that or any other right or remedy.
- 35.3 These Conditions together with the Port Tariff are generally issued on an annual basis to take effect on 1 January in each year. However, ABP reserves the right to amend the ABP Standard Terms and Conditions of Trade at any time by publishing the Conditions on ABP's website (www.abports.co.uk).
- 35.4 Except as otherwise provided in these Conditions, a person who is not a party has no right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

