



DP WORLD

DP WORLD LONDON GATEWAY PORT LIMITED

**MULTI-PURPOSE
TRADING TERMS AND CONDITIONS
FOR DP WORLD LONDON GATEWAY PORT**

September 2023

Version 1.0

Contents

SECTION A: GENERAL TERMS	1
1. Definitions and Interpretation	1
2. Application of Conditions	5
3. Provision of Services	7
4. Customer's Warranties	8
5. Hazardous Cargo and Waste	10
6. Documentation, Formalities and Seals	10
7. Import and Export Formalities	11
8. Cargo, Equipment and Liens	12
9. Supplier Liability	13
10. Customer Indemnity and Contract of Carriage	17
11. Payment	18
12. EDI Communications	20
13. Governing Law and Jurisdiction	20
14. General	20
15. Bribery and Corruption	21
16. Notices	21
SECTION B: PORT USAGE TERMS AND CONDITIONS	23
1. Port Usage Definitions	23
2. Application of Conditions	24
3. Provision of Services	24
4. Customer's Warranties	26
5. Import and Export Formalities	27
6. Cargo, Equipment and Liens	27
7. Supplier Liability	28
8. Payment	29
9. Data Protection and Number Plate Recognition	29
10. Terminal Damage	29
SECTION C: HAULAGE TERMS AND CONDITIONS	32
1. Haulage Definitions	32
2. Application of Conditions	32
3. Provision of Services	32
4. Import and Export Formalities	34
5. Cargo, Equipment and Liens	34
6. Supplier Liability	34

7. Payment	35
SECTION D: SHUNTING SERVICES TERMS AND CONDITIONS	36
1. Shunting Services Definitions	36
2. Application of Conditions	36
3. Provision of Services	37
4. Import and Export Formalities	38
5. Cargo, Equipment and Liens	39
6. Supplier Liability	39
7. Payment	39
Appendix 1 Traffic Offences at the Port Premises	41
Appendix 2 Shunt Booking Form	44

SECTION A: GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

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

1999 Act means the Contracts (Rights of Third Parties) Act 1999

Affiliate means in relation to any company:

- (a) a company which is either a Holding Company or a Subsidiary of such company; or
- (b) a company which is a Subsidiary of a Holding Company of which such company is also a Subsidiary

Applicable Laws means all applicable international, European and national laws, SOLAS Convention, regulations, regulatory requirements, codes of practice, practice directions of the International Maritime Organisation or the Health and Safety Executive, sanctions and byelaws (including the Port Byelaws), and DP World standards

Cargo means any goods, merchandise or other property whatsoever, whether or not in a Container and includes goods carried on/in Equipment (other than a Container)

Charges includes:

- (a) all charges set out in the Supplier's Tariff;
- (b) all charges specified by the Supplier to the Customer;
- (c) costs incurred as a result in a change in Applicable Laws; and
- (d) any other charges imposed by the Supplier from time to time in respect of any Services and includes ship dues within the meaning of the Harbours Act 1964

Competent Authority means any national, regional, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission or any other governmental, municipal, administrative or regulatory body, to the extent it has jurisdiction over either the Supplier or the Customer, the Cargo, the Equipment, the Ship, Port Premises or the Services

Container means any container, flat rack, open top, artificial tween-deck, pallet-wide, platform, reefer and tank container, bolster or other unit conforming with ISO dimensional standards for international shipping and which is owned, leased, chartered, managed, operated and/or used by the Customer

Contract of Carriage means a bill of lading or other transport document, evidencing contracts of carriage, being issued in respect of Cargo

Custody has the meaning given to it in each of the relevant Service Specific Terms and Conditions

Customer includes any person who:

- (a) visits, uses or accesses the Port Premises;
- (b) visits, uses or accesses any Receiving Point or any Delivery Point for the purposes of delivering to or receiving from the Supplier any Cargo, Container or Equipment;

- (c) is the Owner of Cargo, Container or Equipment delivered, brought into or come howsoever to be upon the Port Premises, any Receiving Point or any Delivery Point;
- (d) by itself, its employees, contractors or agents avails itself of any facility or Services provided by the Supplier;
- (e) is the VGM Declarant;
- (f) by itself, its employees, contractors or agents seeks to avail itself of any facility or Services provided by the Supplier;
- (g) is or may become interested in, or entitled to possession of, the Equipment, Container, Cargo or Services; or
- (h) drives or operates any road vehicle (including Equipment)

Defences has the meaning given to it in clause 10.3(b)

Delivery Point means the premises at which the Supplier delivers the Cargo and any relevant Equipment supplied by the Customer or the Owner to the Customer

E-services means all the electronic services offered and used by the Supplier, shipping lines, agents, forwarders, hauliers, freight operating companies and others for customs clearance and inventory control of imports and exports, and which, for the purpose of these Terms and Conditions, include any additional electronic systems or interactive services (including but not limited to emails and interactive platforms) and various e-service platforms provided by or on behalf of the Supplier

Equipment means any plant, machinery, Container, package, case, pallet, vehicle (private or commercial), trailer, HGV, truck, train or wagon of any description (including those used by and not registered to the driver) which is not Cargo

General Terms and Conditions means those terms and conditions set out in this section A and which are intended to apply to all Services provided or performed by the Supplier

Group means the Supplier and its Affiliates and "member of the Group" shall be construed accordingly

Hazardous Cargo means Cargo of any kind which is or may become dangerous or damaging in nature (whether or not so listed in any Applicable Law), inflammable, damaging, injurious (including radioactive materials), toxic, noxious, liable to give off injurious gas, fumes or liquid or which is or may become liable to contaminate, injure, pollute or damage or be a nuisance to the environment, any property and/or person whatsoever

Holding Company has the meaning given to it in section 1159 of the Companies Act 2006

LGP Harbour Master includes every officer of LGPL having the powers of a harbour master under the Harbours, Docks and Piers Clauses Act 1847

LGPL means London Gateway Port Limited trading as DP World London Gateway

Manager means any manager duly appointed from time to time by the Supplier to be in charge of a department, division or operation at or on the Port Premises and/or any LGP Harbour Master appointed by LGPL includes his or her deputies and assistants

Order means the London Gateway Port Harbour Empowerment Order 2008 (S.I. 2008/1261) as may be amended, varied or extended from time to time

Overweight Container means a packed Container where the VGM provided by the Customer or established by the Supplier in accordance with the relevant Service Specific Terms and Conditions shows a VGM greater than the maximum gross mass indicated on the safety approval plate under the International Convention for Safe Containers as amended from time to time

Owner means:

- (a) when used with reference to Cargo, Container or Equipment includes the owner, lessee, agent, bailee, consignor, consolidator, consignee, freight operating company or other person in charge of the Cargo, Container, or Equipment and their respective agents in relation thereto;
- (b) when used with reference to any Ship includes the registered owner, agent, charterer (time, voyage or demise), line operator, manager, the members of any shipping consortium or alliance or any person who is or may become interested in a Ship calling at the Port Premises, the master or other person in charge of or who has control of the Ship; and
- (c) when used with reference to any road or rail vehicles or any aircraft includes the owner, agent, driver, pilot or other person in charge of the vehicle

Pandemic means:

- (a) the disease known as coronavirus disease (**COVID-19**) and the virus known as severe acute respiratory syndrome coronavirus 2 (**SARS-CoV-2**) including any mutation thereof; or
- (a) any worldwide spread of an infectious disease other than COVID-19 or SARS-CoV-2

Pandemic Event an event or delay caused by, or arising from or in relation to, a Pandemic that prevents or delays the provision of the Services completion or the performance of any obligations under these Terms and Conditions, including (but not limited to):

- (a) absences or unavailability of staff;
- (b) any illness, quarantining, shielding or self-isolation (including, but not limited to, precautionary self-isolation) of the Supplier's employees, contractors, sub-contractors or agents;
- (c) any recommended or mandatory measures introduced by the Government intended to prevent or delay the spread of the infectious disease;
- (d) any disruption of, or interruption to, services provided by utilities providers, including (but not limited to) electricity, gas, water, sewage, telecommunications and data services; and
- (e) any unavailability of waste removal services or facilities, packers, movers, or storage facilities

Passenger means any person using the Port Premises as the point of embarkation or disembarkation in connection with travelling on a Ship

Port Byelaws means LGPL's general byelaws as defined in clause 2.8 of the General Terms and Conditions

Port Premises means the port premises as defined in the Order

Receiving Point means the premises at which the Supplier takes delivery of the Cargo and any relevant Equipment supplied by the Customer or the Owner

Relevant Regulations means all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

Service Specific Terms and Conditions means those additional terms and conditions set out in sections B, C, D and E which only apply to the provision of the specific type of service referred to in those sections.

Services means any operation, work, activities or services performed, provided or arranged by the Supplier and all facilities made available by the Supplier, whether gratuitous or not, in connection with Cargo, Containers, Equipment, train services, logistics, shunting, a Ship and in particular with the berthing, unberthing, moving and servicing (including bunkering or watering) or repairing of any Ship or Equipment, the shipping or unshipping or loading or unloading of Cargo, Containers and Equipment from a Ship or train or otherwise, the sorting, weighing (including container weighing and associated services in order to verify or establishing the VGM), marking, checking, recording, cooping, storing, devanning or revaning, and general handling and movement of Cargo, Containers and Equipment by road, rail or otherwise, shunting activities the embarking, disembarking and movement of crews and Passengers

Ship means any vessel, containership, barge, lighter, non-displacement craft, hydrofoil, hovercraft or other vessel of any description, or other ship of any description including all lashing equipment, its gear and all other equipment or property on board, or any part thereof

Shipper means a legal entity or person named on the bill of lading or sea waybill or equivalent multi-modal transport document (e.g. "through" bill of lading) as Shipper and/or who (or in whose name or on whose behalf) a Contract of Carriage has been concluded with a shipping company with respect to a packed Container or Containers being handled at the Port Premises

SOLAS Convention means the International Convention for the Safety of Life at Sea 1974 of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time

SOLAS Guidelines means the guidelines regarding the verified gross mass of a Container carrying Cargo (MSC.1/Circ.1475) published by the International Maritime Organisation, as amended or updated or replaced from time to time

Subsidiary has the meaning given to it in section 1159 of the Companies Act 2006

Supplier means the relevant entity providing the Services and will be either LGPL, an Affiliate of LGPL or a member of the Group

Supplier's Tariff means the charges as included and updated from time to time on the [Supplier's Tariff](#) of Charges for Services or as communicated via email by a representative of the Supplier which includes energy adjustment mechanism related charges

Terms and Conditions means the General Terms and Conditions and the Service Specific Terms and Conditions

VGM or Verified Gross Mass means the total gross mass of each and every packed Container which is either provided by the Customer or the Supplier (as the case may be) prescribed by the SOLAS Convention and these Terms and Conditions

- 1.1. Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

- 1.2. Clause headings and sub-headings are for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions. Each sub-clause shall be construed severally.
- 1.3. Appendices are part of these Terms and Conditions and are incorporated as an integral part which may be amended by the Supplier from time to time.
- 1.4. References to each party herein include references to its successors in title and permitted assignees and novatees.
- 1.5. Any phrase introduced by the terms "including", "include", "in particular", or any similar expression are to be construed as illustrative and do not limit the sense of the words proceeding those terms.
- 1.6. Any reference to "person" includes any natural person, company, body corporate or unincorporate, or other judicial person, partnership, firm, joint venture or trust.
- 1.7. References to any statute or statutory provision are to be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced except to the extent that any amendment, consolidation, modification, extension, re-enactment or replacement after the date the parties entered into a relationship would extend or increase the Supplier's liability. In the event that any liability or duty arising hereunder attaches to more than one Customer, such liability or duty is joint and several.
- 1.9. Nothing in these Terms and Conditions shall operate to limit or deprive the Supplier of any statutory protection, defence, exception or limitation of liability authorised by Applicable Laws, and the Supplier shall have the full benefit of such.
- 1.10. Nothing in these Terms and Conditions shall create a relationship of employer and employee, principal and agent (except for the limited purpose stated in clauses 10.3 and 10.4) or partnership between the Supplier and the Customer.
- 1.11. Where the context permits, any reference to: (i) Containers will include laden and empty Containers; (ii) Cargo will include the Equipment the Cargo is contained or carried on or in; and (iii) Equipment will included loaded and empty Equipment.

2. Application of Conditions

- 2.1. For any specific Service provided by the Supplier, both the General Terms and Conditions and the Service Specific Terms and Conditions for that specific Service shall apply. In the event that there is a conflict between the General Terms and Conditions and the relevant Service Specific Terms and Conditions, the relevant Service Specific Terms and Conditions shall prevail.
- 2.2. Save as otherwise specifically provided, these Terms and Conditions apply:
 - (a) to all Services provided or performed by the Supplier whether directly or indirectly and whether within the area of the Port Premises, any Receiving Point, any Delivery Point or elsewhere or made available by the Supplier; and
 - (b) to all or any access of or by any Cargo, Equipment, person or vehicle or train to or from the Port Premises, any Receiving Point or any Delivery Point (as the case may be); and
 - (c) to all other relationships, whether contractual or otherwise and whether created with or without the agreement of the Supplier.
- 2.3. Each Customer warrants that it acts as agent for each and every Owner of the Cargo, Equipment or Ship, as the case may be and will procure acceptance of these Terms and Conditions by each and every Owner. In the absence of express acceptance by the Customer of these Terms and

Conditions, in the event of the entry or delivery of any Ship, person, Cargo or Equipment into or onto the Port Premises, any relevant Receiving Point or the entry of any person or collection of any Cargo or Equipment from any relevant Delivery Point and/or the submission of any documentation via the E-services or otherwise or oral application to the Supplier for entry to the Port Premises, any relevant Receiving Point or any Delivery Point (as the case may be), or for any Services or the use of any facility by or on behalf of any Customer, or driving on the Port Premises, any relevant Receiving Point or any Delivery Point (as the case may be), the Customer is deemed to have read, understood and agreed to these Terms and Conditions without amendment.

- 2.4. The Customer represents and warrants that it will bring these Terms and Conditions (including the limits, defences, exceptions, liberties and exclusions herein) to the attention of any person who the Customer may instruct to enter the Port Premises, any relevant Receiving Point or any relevant Delivery Point or provide any aspect covered by these Terms and Conditions including any sub-contractor, agent, employee or party instructed by the Customer.
- 2.5. The Customer shall ensure that it is familiar with, and that it follows Applicable Laws, instructions or directions issued by the Supplier or employee or any authorised agent of the Supplier which relates to the use of the Port Premises, any Receiving Point or any Delivery Point (as the case may be) or any entry thereon or relating to Cargo or Containers, or the use of any Equipment or Ship there on or there at. The Customer shall ensure that any third party which it might instruct to enter on to the Port Premises, deliver any Cargo or Equipment at any Receiving Point or collect any Cargo or Equipment from any Delivery Point (including sub-contractor, agent, employee or other party) is familiar with any such Applicable Laws, instructions or directions.
- 2.6. Subject to provisions relating to driving on the Port Premises, any Receiving Point or Delivery Point, the issue of security passes in conjunction with access to the Port Premises, Passenger services from the Port Premises and clauses 2.9 and 2.10, these Terms and Conditions constitute the entire agreement between the Supplier and the Customer and supersede any previous agreement or arrangement between them relating to the subject matter hereof, and no variation of these Terms and Conditions will be permitted unless expressly agreed in writing by the Supplier.
- 2.7. These Terms and Conditions shall apply to the exclusion of any printed (whether in electronic form or otherwise) terms or conditions of any purchase order or other correspondence or documents issued by the Customer at any time in connection with the Services.
- 2.8. These Terms and Conditions are in addition to and not in substitution of the rights and powers of LGPL conferred by the Order. Furthermore the Customer, its employees, agents, contractors, Goods, Equipment and Ships are subject to the London Gateway Port Byelaws 2018 (made pursuant to its powers under the Order) (**Port Byelaws**) which can be found at [Port Byelaws](#). In the event of any conflict between these Terms and Conditions and LGPL's byelaws then the latter prevail to the extent of such conflict.
- 2.9. The Supplier may issue separate terms and conditions governing the provision of specialist services. Unless specified otherwise in writing, such additional terms and conditions apply in respect of the specialist services, but these Terms and Conditions also continue to apply to the extent they are applicable.
- 2.10. Where the Customer uses the E-services, such use is subject to the terms of access. The use of the E-services is subject to the standard terms of use for the E-services.
- 2.11. For the avoidance of doubt, where the Customer is acting or purports to act as an agent for a principal then it contracts with the Supplier on these Terms and Conditions. If the Customer has appointed an agent, or if the Supplier reasonably believes that the Customer has appointed an agent in respect of the Services, the Customer shall be deemed to have authorised such agent to act on its behalf in respect of all matters hereunder including to pay to or receive from the

Supplier all sums due under these Terms and Conditions unless the Customer notifies the Supplier to the contrary in advance of the Services being performed, and the Supplier shall be entitled to act upon any instruction, request, notice or other communication from such agent without prior reference to the Customer.

3. Provision of Services

- 3.1. The Supplier warrants that the Services will be carried out with reasonable skill and care.
- 3.2. Subject to specific written instructions given by the Customer to the Supplier, the Supplier reserves the right in respect of the means and procedures it employs in the provision of the Services. The Supplier may deviate from the Customer's instructions (whether or not accepted by the Supplier) in any respect if the Supplier considers it is necessary in the interest of the Customer and the Customer shall reimburse the Supplier's reasonable costs and expenses as a result of such deviation.
- 3.3. The Supplier will exercise reasonable despatch in executing orders for its Services but will not be liable for any delay whatsoever (direct or indirect), howsoever caused (including negligence).
- 3.4. Without prejudice to any other rights under these Terms and Conditions or otherwise, the Supplier reserves the right, but is under no obligation, to:
 - (a) open and/or inspect any Containers, Equipment, Ship and/or Cargo;
 - (b) remove Cargo and/or Equipment immediately which the Supplier reasonably believes is Hazardous Cargo and to dispose of such Cargo and/or Equipment without notice;
 - (c) refuse to handle, move or otherwise deal with Cargo or Equipment which in the Supplier's opinion appear to be or may become Hazardous Cargo;
 - (d) refuse acceptance of damaged or distorted Containers or Equipment, or any Container or Equipment which in its opinion is in an unsatisfactory condition;
 - (e) refuse to handle any Container, Equipment or Cargo with a weight which exceeds its stated weight or the safe working load of any cargo handling equipment;
 - (f) take any action which the Supplier considers is reasonable to comply with Applicable Laws and/or the lawful requirement of any Competent Authority;
 - (g) appoint sub-contractors to perform all or any part of the Services at the cost of the Customer and where a sub-contractor is appointed at the request of the Customer, the Supplier shall have no liability for the acts or omissions of said sub-contractor;
 - (h) transfer any of its functions;
 - (i) at any time before it commences the performance of any Services, serve written notice on the Customer declining to undertake the performance of such Services and giving reasons for so declining;
 - (j) suspend the provision of any Services in the event of any breach of these Terms and Conditions by the Customer; or
 - (k) suspend the provision of any Services in the event that the Supplier reasonably believes the Customer is attempting to damage or disrupt the E-services or any other electronic system provided by or on behalf of the Supplier.

- 3.5. Subject to clause 9, in the event the Supplier declines to perform the Services or suspends performance of the Services in accordance with clauses 3.4(i) to 3.4(k) respectively, the Supplier will not have any liability for any loss or damage to Ships, Cargo or Equipment arising out of the non-performance or cessation of performance of the Services.
- 3.6. In the case of the Supplier declining to perform any Services by written notice in accordance with clause 3.4(i) for any reason other than its own inability to perform the Services, the Customer must, at its own expense, remove any Cargo or Equipment or both from the Supplier's premises within thirty (30) days of the date of said notice, failing which the Supplier may so remove them at the expense and risk of the Customer.
- 3.7. In the event the Supplier suspends provision of the Services in accordance with clauses 3.4(i) to 3.4(k) and declines to recommence the provision of the Services, the Supplier will notify the Customer and the Customer must, at its own expense, remove any Cargo or Equipment or both from the Supplier's premises within thirty (30) days of the date of said notice, failing which the Supplier may so remove them at the expense and risk of the Customer.
- 3.8. The Customer acknowledges and agrees that in performing the Services, the Supplier has no control over border control and/or customs, or rail timetables, and in the event of any delays or expense caused or incurred by border control and/or customs (direct or indirect) or rail timetables, it will be at the expense and risk of the Customer.
- 3.9. The Customer acknowledges and agrees that by the Supplier performing the Services, additional costs which result shall be levied on the Customer and include (but are not limited to) costs associated with the following:
 - (a) specialist equipment (including special trailers);
 - (b) any equipment not available to the Supplier at the required time;
 - (c) de-vaning / repacking Cargo associated with actions by any statutory, Government or local Government department including, without limitation, HM Revenue & Customs, the UK Border Agency, the Home Office (including the UK Border Force), the relevant Port Health Authority, the Maritime and Coastguard Agency and the Department for Environment Food and Rural Affairs); and
 - (d) Overweight Containers.
- 3.10. The Customer acknowledges and agrees that the consequential delays and costs (direct or indirect) which may result as part of the Supplier performing the Services (including the services provided for under this clause 3) shall be the sole responsibility of the Customer, and the Customer indemnifies the Supplier for such (direct and indirect) costs, losses, damages and/or delays.
- 3.11. The Customer acknowledges and agrees that the Supplier has absolute discretion in the allocation of berths, rail terminal capacity, quay plant, machinery, labour and storage space.
- 3.12. The acceptance by the Supplier of Cargo for shipment or carriage by rail does not imply any warranty that such Cargo will be shipped or carried by rail. The acceptance or refusal of Cargo for shipment or carriage by rail is the responsibility of the Customer and not the Supplier.

4. Customer's Warranties

- 4.1. Each Customer which avails itself of any Services provided by the Supplier in respect of any Cargo, Equipment, Ship or train warrants to the Supplier that it has the authority of all Owners having any title to or interest in Cargo, Equipment, Ship or train to accept these Terms and

Conditions on their behalf as well as on its own behalf as principal, and has specifically notified these Terms and Conditions to such persons.

- 4.2. All such Owners, including finance companies, lessors and others having or claiming to have title to or an interest in Cargo, Equipment, Ship or train are advised that unless the Supplier is notified in writing of their title or interest in any particular Cargo, Equipment, Ship or train prior to the commencement of any relationship between the Supplier and the Customer, these Terms and Conditions are deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Cargo, Equipment, Ship or train are subordinated to the rights of the Supplier hereunder.
- 4.3. The Customer warrants that it will procure that the rights, exceptions, defences and limits available to the Customer as regards third parties, either by statute or by contractual terms, are extended to the Supplier insofar as lawfully possible in relation to those third parties.
- 4.4. The Customer warrants that it has obtained or will obtain and maintain at its own expense, all necessary licences and authorisations and has complied or will comply with all Applicable Laws and those formalities, procedures, guidance issues by a Competent Authority relating to the carriage, handling, storage and movement of the Cargo and/or Equipment and use of the Port Premises and the Services.
- 4.5. The Customer warrants (unless otherwise specified in writing to the Manager) that any Cargo, Equipment or Ship which it delivers, directs to or causes to be upon the Port Premises or delivered to the Supplier at the Receiving Point:
 - (a) are not dangerous or Hazardous Cargo or liable to become so in the form in which they are delivered and/or in which they are to remain while on the Port Premises or in the custody or care of the Supplier;
 - (b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;
 - (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Port Premises or in the custody or care of the Supplier;
 - (d) are not over-heated or under-heated or liable to become so while on the Port Premises;
 - (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Cargo, Equipment or Ship or the Port Premises or while in the custody or care of the Supplier or the environment adjacent thereto or more generally;
 - (f) do not require for their safekeeping any special protection (other than as may be agreed in writing between the Supplier and the Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other Cargo or from their flammability, but will remain safe if left standing in the open on the Port Premises or while in the custody or care of the Supplier or in covered accommodation (if agreed in writing with the Supplier);
 - (g) contains no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
 - (h) are properly and sufficiently packed, marked, documented and labelled, in accordance with all Applicable Laws for all shipping, Cargo handling, despatch, customs and like purposes;
 - (i) is properly and sufficiently prepared, marked, packed, stowed, documented and labelled for all carriage, handling, movement and other operations or transactions affecting them;

- (j) are fit for their intended purpose and are in a fit and proper condition to be handled or otherwise dealt with by the Supplier, its equipment and its employees, agents and contractors.
- 4.6. The Customer warrants that it will immediately inform and keep informed the Manager of any occurrence or incident which might affect the safe and efficient operation of the Port Premises or other persons at the Port Premises or the Receiving Point or the Delivery Point or other persons at the Receiving Point or the Delivery Point or result in adverse environmental impact.
- 4.7. The Customer must take, at its own cost, such reasonable steps with respect to the Customer's Cargo, Equipment, Ship or train to prevent, minimise, control or eliminate any danger, inconvenience or adverse environmental impact as may be required by the Supplier.
- 4.8. The Customer must not and warrants that it will not:
- (a) use any devices which transmit radio signals or attempt to block radio signals (including without limitation GPS) whilst on the Port Premises or the Cargo and Equipment is in the custody or care of the Supplier;
 - (b) interfere with any systems (including E-services), communication links and equipment or computer hardware and software while on the Port Premises or the Cargo and Equipment is in the custody or care of the Supplier;
 - (c) use or attempt to use any devices or software to gain access to unauthorised data and information.
- 4.9. The Customer shall comply with all such standards of fire prevention and protection of persons or property as are required by Applicable Laws.
- 4.10. The Customer represents and warrants that all the documentation and information provided by it or on its behalf in relation to the Cargo, Equipment and/or Ship is full and accurate and is sufficient to enable the Supplier to handle them safely and in full compliance with Applicable Laws.

5. Hazardous Cargo and Waste

- 5.1. No waste material or Cargo of a dangerous or poisonous nature or Hazardous Cargo will be handled by the Supplier except by twenty-four (24) hours' prior (written notification to the LGP Harbour Master) agreement with LGPL and then only in accordance with the conditions prescribed by the LGP Harbour Master and all Applicable Laws. The Supplier's policy for handling such material can be provided upon request. Without prejudice to the above, the handling of Cargo requiring fumigation must be in accordance with the Supplier's Safe Code of Practice for Fumigation (also available upon request).
- 5.2. The Customer warrants that any waste material or Hazardous Cargo or any Equipment containing such material or Cargo are properly marked with any warning as to the hazardous nature of any contents and the precautions to be taken in handling the same (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the same.

6. Documentation, Formalities and Seals

- 6.1. All documentation submissions including delivery orders, sub-orders, shipping notes/advices, consignment notes, manifests, documents of title, Cargo handling instructions and orders for any Services must be submitted to the E-services (where the facility for submission is generally available) not less than twenty-four (24) hours (or such shorter time as may be agreed in writing by the Supplier) before the Services are required to be performed. Any order given orally must

be confirmed by or on behalf of the Customer via the E-services (where the facility for submission is generally available) or in writing within twenty-four (24) hours (where the facility for submission is not generally available).

- 6.2. All other notifications or communications must be made in accordance with clause 16 of the General Terms and Conditions. No communication may be made to or will be accepted by the Supplier in the form of a facsimile transmission.
- 6.3. The Supplier is not liable for any failure, disruption or other malfunction of the E-services.
- 6.4. The Customer is entirely responsible for compliance with formalities and procedures prescribed by any statutory, Government or local Government departments including, without limitation, HM Revenue & Customs, the UK Border Agency, the Home Office (including the UK Border Force), the relevant Port Health Authority, the Maritime and Coastguard Agency and the Department for Environment Food and Rural Affairs. The Supplier is not liable for any acts or omissions of any of the foregoing bodies or any losses, claims or delays resulting from those acts or omissions including, without limitation, in respect of damaged Cargo and Cargo not satisfactorily re-vanned by the Supplier.
- 6.5. Unless agreed otherwise in writing, the Supplier is not responsible for checking seals or seal numbers and is not required to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Supplier then no representation is made by the Supplier as to the accuracy of the number noted or to the condition of the seal.

E-services

- 6.6. The Customer shall be responsible for the safe keeping of any data, figures, passwords or other information of any nature entered within the E-services or any other computer or operating system used or operated by or on behalf of the Supplier or any other party and supplied to the Customer, its agents or employees which might be used to demand or otherwise facilitate the release of any Cargo or Equipment from the Supplier, or perform the Services.
- 6.7. If the Supplier releases or allows the release of the Cargo or Equipment to a party who uses correct data, figures, passwords or other information as entered within the E-services or such other computer or operating system, the Supplier shall have no liability whatsoever for such release unless it can be shown that the Supplier was negligent in disclosing the data, figures, passwords or other information or in releasing the Cargo or Equipment. The burden of proving that the Supplier was negligent in the disclosure or release shall rest with the Customer.

7. Import and Export Formalities

- 7.1. Authorisation for the removal of imported Cargo and Equipment will not be granted by the Supplier unless such Cargo and Equipment is correctly released and cleared with no statutory authority holds applied via the E-services, or local holds that may be applied via equipment control systems operated by or on behalf of the Supplier. Cargo and Equipment which fall outside the scope of the E-services are subject to acceptance of other documentation as prescribed from time to time by the Manager so that the Cargo and Equipment may be released to nominated persons.
- 7.2. All Cargo and/or Equipment brought to the Port Premises or the Receiving Point (as the case may be) for shipment will only be accepted by the Supplier at the Port Premises or the Receiving Point (as the case may be) if correctly entered by or on behalf of the Customer on the E-services and arriving at the Port Premises or the Receiving Point (as the case may be) within the receiving period agreed by the Manager.

- 7.3. The Customer must ensure that any Hazardous Cargo is pre-entered as such on the E-services and must include the IMDG class and UN number. Such Hazardous Cargo must be labelled by or on behalf of the Customer in accordance with all Applicable Laws and accompanied by a duly authorised dangerous goods note.
- 7.4. Cargo which falls outside the scope of the E-services must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Manager not later than:
- (a) the arrival of trucks/lorries conveying such Cargo and/or Equipment at the Port Premises or the Receiving Point (as the case may be) in respect of Cargo and/or Equipment brought to the Port Premises or the Receiving Point (as the case may be) by road; or
 - (b) the arrival of rail wagons conveying such Cargo and/or Equipment at the Port Premises or the Receiving Point (as the case may be) in respect of Cargo and/or Equipment brought to the Port Premises or the Receiving Point (as the case may be) by rail

and, in the case of Cargo and/or Equipment brought to the Port Premises or the Receiving Point by rail it must be the subject of prior notification to the Manager to allow any necessary wayleave or other arrangements to be made with Network Rail or any other operator of rail services.

- 7.5. The Customer is responsible for all import duties, export duties, fines, charges and imposts relating to the Cargo. The Customer indemnifies the Supplier against any claims made against the Supplier by HM Revenue & Customs or any other Government or regulatory agency and any other costs, charges and expenses in respect of any Cargo under bond.

8. Cargo, Equipment and Liens

- 8.1. The Supplier will have a general, as well as a particular lien on all Cargo, Equipment, Ship and documents relating to the Cargo, Ship and Equipment in its possession, custody or control for all and any sums due to the Supplier at any time from the Customer or any other person interested in the Cargo, Equipment or Ship whether in relation to the same Cargo, Equipment, and Ship or otherwise. The Supplier will be entitled to sell or dispose of such Cargo, Equipment, Ship or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums upon fourteen (14) days' written notice to the Customer. Storage charges shall apply to any Cargo, Equipment or Ship held subject to the lien. Moreover, other charges such as, but not limited to, equipment demurrage and rental charges may accrue. Such storage charges and other expenses shall be for the account of the Customer and the Customer shall indemnify and hold the Supplier harmless from and against all and any such charges and expenses.
- 8.2. In the event that any Cargo or Equipment held pursuant to the lien under clause 8.1 are perishable and in the view of the Manager it is impracticable to give the notice required by clause 8.1 because the Cargo or Equipment will, or may, deteriorate in value during the delay occasioned by the giving of the notice, the Supplier may sell the Cargo and Equipment without giving said notice, but will, as soon as practicable, inform the person to whom the notice would have been given of the action being taken.
- 8.3. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Supplier or its agents (including all costs) pursuant to clauses 8.1 and 8.2, the Supplier will be discharged of any liability whatsoever in respect of the Cargo, Equipment, Ship or documents.
- 8.4. The Customer is responsible for insuring its Cargo, Ship or Equipment against any loss, theft or damage which they may sustain within the Port Premises, the Receiving Point or the Delivery Point (as the case may be).

9. Supplier Liability

Negligence or wilful act or omission only

- 9.1. The Supplier is exempt from all liability whatsoever for deficiency, loss, damage, taint, delay, accuracy, failure or misdelivery of or to Cargo or Equipment or damage or delay to a Ship, train, road vehicle or aircraft or in the performance of the Services, however or whenever caused except upon proof by the Customer (otherwise than by evidence only of such deficiency, loss, damage, delay, or misdelivery) that the deficiency, loss, damage, delay, misdelivery, accuracy or failure was caused by the negligent or unlawful act or omission of the Supplier.

Force majeure etc.

- 9.2. Subject to clause 9.4, the Supplier has no liability whatsoever (whether for negligence or otherwise) including toward Cargo, Equipment or the Ship or otherwise, for deficiency, loss, damage, taint, or misdelivery or delay, non-performance, error or omission whatsoever, accuracy or failure to a Ship, road vehicle, train or aircraft or Equipment or Cargo or any deficiency therein if the same arises out of or is caused by any of the following:
- (a) Acts of God including, storm, tempest, lightning, snow, ice, drought, flood or extreme weather conditions;
 - (b) Pandemic Event;
 - (c) fire (including steps taken for the extinguishment thereof), explosion or smoke;
 - (d) strikes, combinations, lock-outs, go-slows, blockades, or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute;
 - (e) improper, insufficient, indistinct or erroneous marking or addressing of Cargo or Equipment;
 - (f) improper, insufficient or lack of or defective packaging of Cargo or Equipment;
 - (g) any inherent defect, flaw or quality of the Cargo, Equipment or Ship;
 - (h) any act of the Supplier, its employees, agents or contractors reasonably necessary for the safety or preservation of persons, the Port Premises, a Ship, any Receiving Point, any Delivery Point and/or any Cargo and Equipment;
 - (i) theft or wilful damage unless proved by the Customer to have been committed by the Supplier;
 - (j) vermin, insects, fungal attack, rot or corrosion;
 - (k) heat or cold;
 - (l) any act directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;
 - (m) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any de jure or de facto government;

- (n) civil disobedience, blockade or closure at or in the vicinity of the Port Premises, any relevant Receiving Point or any relevant Delivery Point;
- (o) shortage of berth space, labour, plant deficiency, fuel or power or any form of storage accommodation;
- (p) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;
- (q) late receipt of HM Revenue & Customs entries or deliveries or landing orders, disputes in respect of documents, or declarations made for entry purposes by or on behalf of any person, delay in passing HM Revenue & Customs entries or obtaining clearance of the Cargo, or omission of information from or an incorrect statement in any order to the Supplier relating to the Cargo or Equipment;
- (r) the total or partial failure of the E-services or any other electronic services or systems offered at any time by or on behalf of the Supplier including the total or partial failure of any communication links with those services or systems;
- (s) human error on the part of the Supplier, its employees, agents or contractors in inputting any information into E-services or electronic service or system operated or managed by the Supplier Group or its contractors;
- (t) compliance with the instructions or orders of HM Revenue & Excise or any other regulatory or statutory body or court of law, in any jurisdiction;
- (u) any other cause or event which the Supplier is unable to avoid and the consequences of which the Supplier is unable to prevent by the exercise of reasonable care;
- (v) any failure by a Customer or third party to comply with the requirements of the SOLAS Convention (where applicable) or these Terms and Conditions including inaccuracies in the provided VGM or receipt of an Overweight Container;
- (w) the nature of the Cargo and/or Equipment and/or Ship exposing them to total or partial loss or damage due to breakage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or vice or natural deterioration;
- (x) insufficiency or inadequacy of marks or numbers on the Cargo and/or Equipment and/or Ship or the packaging of the Cargo or Equipment;
- (y) war (whether declared or not), civil war, rebellion, invasion, embargo, military coup, revolution or armed conflict on a national scale;
- (z) sabotage, criminal damage, terrorism, piracy but only when any of the Services are directly affected;
- (aa) compliance with any law, order, rule or regulation of any Competent Authority, acts of any governmental or super-national authority;
- (bb) power outage at the Port Premises, any relevant Receiving Point or any relevant Delivery Point other than those caused by or directly attributable to the Supplier;
- (cc) catastrophic impact on the Supplier's information technology ecosystem and E-services (software and hardware), including malicious cyber-attacks or cyber terrorism; and
- (dd) any other cause or event which is outside the control of the Supplier, could not be avoided, prevented or overcome with reasonable foresight, prudence and diligence and materially

prevents, hinders or delays performance of all or a material part of the Supplier's obligations under these Terms and Conditions.

Financial and consequential losses etc.

- 9.3. The Supplier is under no liability whatsoever (whether for negligence or otherwise) for any loss, or deferment, including (but not limited to) loss or deferment of income, loss of profits, loss of use, loss of interruption or contracts or business, hire costs, transport costs, storage costs, survey costs, legal expenses, stowing or re-stowing costs, de-vanning or re-vanning costs, packing or unpacking costs, customs fees and other associated storage costs or for any indirect (including but not limited to customs fees or fines of any nature whatsoever, and other associated storage costs) or consequential loss or damage of any kind, in each case howsoever arising and of whatsoever nature and whether caused by tort (including negligence), breach of statutory duty, contract or otherwise.

Death and personal injury

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

Liability Cap

- 9.5. Subject to clause 9.4 and save where stated otherwise in each of the Service Specific Terms and Conditions, the total liability of the Supplier for any loss, damage, claim, cost or expense in respect of any one event or occurrence or series of incidents arising from a common cause or series of related incidents in the aggregate will in no case be more than £10,000,000 (ten million pounds) and will be the lowest of the following as applicable:

(a) Ship:

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

(b) Container and its ancillary equipment:

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

(c) Equipment:

in the case of any other Equipment owned or operated by the Customer not previously referred to in this clause 9.5, subject to a limit of £20,000 (twenty thousand pounds), the lesser of the reasonable cost of repair and the depreciated value.

(d) Cargo:

in the case of loss or damage to Cargo, the lesser of:

- (i) arising out of the performance of the Contract of Carriage, the defences and limits available to the carrier under the said Contract of Carriage;
- (ii) the value of the Cargo affected to which the claim relates; and if any claims in respect of a part consignment, then the value only of the part consignment as a proportion of the whole consignment (to be calculated by weight in the absence of specific values for the damaged part);
- (iii) the reasonable cost of repairs;
- (iv) in any other case the lesser of:
 - (A) the sum of £1,300 (one thousand three hundred pounds) per tonne (or pro rata for any part of a tonne); or
 - (B) the sum of £52,000 (fifty-two thousand pounds) per packed container in the case of containerised Cargo; or
 - (C) the sum of £35,000 (thirty-five thousand pounds) in the case of break bulk or non-containerised Cargo, and any out of gauge Cargo

unless the nature and value of the Cargo had been declared to the Supplier and the Supplier has agreed a higher limit of liability with the Customer (as evidenced in writing) prior to such Cargo arriving at the Port Premises or any Receiving Point (as the case may be). Without an agreement in writing by the Supplier for a higher limit of liability, the Customer shall be deemed to have accepted the limit of liability in respect of its Cargo as set out in the preceding sub-clauses of this clause 9.5(d).

(e) Other claims:

- (i) In the case of all other claims, a sum equal to the Charges paid to the Supplier for the Services in respect of which the claim arose;
- (ii) save as set out in this clause 9 , the Supplier shall not have any liability for any loss of or damage arising out of or in connection with these Terms and Conditions, performance or any failure to perform the Services howsoever arising (whether caused by negligence or otherwise).

De minimis

- 9.6. The Customer may not bring any claim against the Supplier in respect of any single incident below the de minimis limit of £1000 (one thousand pounds).

Claims Procedure and terms

- 9.7. Notification provisions relating to relevant claims are set out in the relevant Service Specific Terms and Conditions.
- 9.8. Notwithstanding the provisions of clause 9.7 and subject to clause 9.4, the Supplier will, in any event, be discharged of all liability under the Terms and Conditions whatsoever and howsoever arising unless proceedings are brought within twelve (12) months from the date of the event or occurrence alleged to have given rise to a cause of action against the Supplier. The Customer

agrees that it will not pursue a claim against the Supplier after such time period and the Supplier shall have no liability whatsoever and howsoever.

- 9.9. These Terms and Conditions and in particular the limitations on liability are intended to inure for the benefit of both the Supplier and its employees, agents and contractors to which end the Supplier contracts on these Terms and Conditions on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors. The Customer agrees that the exclusions and limitations on the Supplier's liability benefits the Supplier's contractors, employees and agents and anyone else who may be vicariously liable for any act or omissions of such a person.
- 9.10. The Supplier is entitled, in its absolute discretion, to reduce a claim for betterment.
- 9.11. The Customer is under a duty to mitigate its losses including, for example, to obtain salvage.
- 9.12. In respect of loss or damage to Cargo, the Supplier (or any other party for whom the Supplier is responsible) shall, in addition and at its option, be entitled to avail itself of the defences, limitations and exclusions of liability which are available to the Customer under the Contract of Carriage which has been issued in respect of Cargo carried by the Customer.
- 9.13. The Supplier shall not be liable for loss of or damage to any Ship, Equipment or Cargo unless the Customer can establish that the loss or damage was directly caused by the Supplier or any other party for whom the Supplier is responsible while: (i) in respect of Cargo or Equipment, the same was in the Custody of the Supplier or any other party for whom the Supplier is responsible; or (ii) in respect of the Ship, the same was at the Port Premises. If the loss or damage was contributed to by the act or omission of the Customer or any other person, the Supplier shall be exonerated from liability to the extent that such act or omission contributed to the loss or damage.

10. Customer Indemnity and Contract of Carriage

- 10.1. The Customer is liable for and will indemnify and hold harmless the Supplier, its sub-contractors, or any member of the Group (and their respective employees, servants, agents, insurers or reinsurers) against any and all fines, costs (including the cost of investigating and defending claims), orders, awards, proceedings, claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred, duties, taxes, imposts, levies and outlays of whatsoever nature howsoever assumed or levied whether directly or indirectly, by the Supplier, its employees, servant, agents or sub-contractors or member of the Group and howsoever caused, even if contributed to by the negligence of the Supplier, its employees, servant, agents or sub-contractors, which arise out of or in connection with:
 - (a) the failure of the Customer to comply with any of these Terms and Conditions or the requirements of any Applicable Laws or the taking of any step which the Supplier considers to have been reasonably required to remedy the same or to comply with the requirements of any authority in any jurisdiction;
 - (b) any act wherever carried out, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Customer, any Owner or any other person interested in the Cargo, Container, Equipment or Ship;
 - (c) the nature, state, weight (including, where applicable, within the circumstances in clause 6.2 of section B of these Terms and Conditions), fitness for purpose, packaging, character, labelling or presentation of the Customer's Cargo or Equipment;
 - (d) the Customer becoming liable to any other party (including to any authority having legal jurisdiction over the Services, the Port Premises, the Receiving Point, the Delivery Point

the Ship, the Containers, the Equipment and/or the Cargo) and/or incurring or suffering additional costs by reason of the Supplier carrying out the Customer's instructions;

- (e) any cause arising from or with respect to the Ship, Containers, Equipment and/or Cargo for which the Supplier is not responsible;
- (f) the Supplier incurring liability in excess of its liability under the provisions of these Terms and Conditions regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by the Supplier, its agents, servants, members of the Group or any of its sub-contractors;
- (g) delayed, inaccurate or incomplete information whenever provided, including VGM information provided by, or on behalf of, the Customers on which the Supplier relies; and
- (h) levied by a Competent Authority and/or any expenses incurred in complying with the requirements of any authority in relation to the Cargo, Equipment, Ship or Services.

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

Contract of Carriage

10.3. The Customer (where acting as a carrier) undertakes to incorporate in all its Contracts of Carriage provisions to the effect that:

- (a) the Supplier shall not be liable to any person other than the Customer in relation to the Cargo and no claim or allegation shall be made against the Supplier or any of its sub-contractors whatsoever, whether directly or indirectly, which imposes or attempts to impose upon the Supplier or any of its sub-contractors any liability whatsoever in connection with the Cargo, the carriage of the Cargo or Contract of Carriage, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and
- (b) the Supplier and all its sub-contractors shall have the benefit of all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties in the Contract of Carriage benefiting the Customer, including the governing law and jurisdiction clauses (**Defences**), as if the Contract of Carriage (including the governing law and jurisdiction clauses thereof) were expressly for their benefit. In entering into the Contract of Carriage the Customer, to the extent of the Defences, does so not only on its own behalf but also as agent and/or trustee for the Supplier and its sub-contractors, and the Supplier and its sub-contractors shall, to the extent of the Defences, be or be deemed to be parties to the Contract of Carriage.

10.4. Notwithstanding the liability of the Supplier to the Customer under these Terms and Conditions, if any claim or allegation should nevertheless be made against the Supplier and/or any of its sub-contractors (including in the event the Customer fails to incorporate the above-mentioned provisions into the Contract of Carriage), the Customer indemnifies the Supplier on the Supplier's own behalf and on behalf of its sub-contractors against all consequences thereof.

11. Payment

11.1. Requirements relating to the timing of payments for Services are set out in the relevant Service Specific Terms and Conditions

11.2. The Customer must pay or must procure that any other person liable for the Supplier's Charges (including, where applicable, agents) pays to the Supplier by bank transfer to an account specified by the Supplier, or as otherwise agreed in writing, all sums immediately when due

without deduction, withholding, abatement, deferment, set-off, or any counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law, or due to overpayment by the Customer or an undisputed credit owed by the Supplier to the Customer.

- 11.3. Notwithstanding any agreement by the Supplier to collect Charges from any person other than the Customer, the Customer remains liable to the Supplier for payment of all Charges when due.
- 11.4. All payments hereunder must be in UK pounds sterling.
- 11.5. Interest is payable upon all sums payable by the Customer which remain unpaid after the due date at a rate of five percent (5%) above the Bank of England base rate. Without prejudice to the foregoing, the Supplier shall also be entitled to charge a fixed fee of two percent (2%) on any overdue amount.
- 11.6. In the event that any payment is not made within the periods set out in clause 11.1, or such other period as has been agreed in writing, then the Supplier is entitled to immediately recover from the Customer or other person liable for the Supplier's Charges all sums then due to or levied by the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such non-payment. In addition, the Supplier reserves the right to suspend or withdraw the Services.
- 11.7. All sums payable under these Terms and Conditions are exclusive of value added tax and any other duty or tax, which is (if and to the extent applicable) payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 11.8. If the Customer ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms and Conditions), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or, where the Customer is an individual, the Customer becomes bankrupt or makes any composition or arrangement with its creditors, or is subject to an equivalent or anything analogous happens in any jurisdiction, then:
 - (a) the Supplier is entitled to immediately recover from the Customer or any other person liable for the Supplier's Charges (notwithstanding that the periods stated above or any period of credit extended to the Customer may not have expired) all sums then due to the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such circumstances arising; and
 - (b) the Supplier may, without prejudice to any other remedy or right available to it, delay, withhold, suspend, or refuse to provide any Services or cancel any or all orders for Services with the Customer.
- 11.9. Notwithstanding clause 11.7, if the Supplier reasonably considers that Charges levied or to be levied will not be paid within the periods stated in clause 11.1, the Supplier is entitled forthwith upon giving the Customer notice in writing, to withdraw any period of credit extended to the Customer or other person liable for the Supplier's Charges and to require payment of all such Charges forthwith upon receipt of said notice or subsequent invoice.
- 11.10. The granting of any credit extended to the Customer or any other person liable for the Supplier's Charges (including any credit terms shown on any invoice or through E-service) shall be at the absolute discretion of the Supplier. The Supplier may, in its absolute discretion, require the

Customer to make payment in full or in part immediately upon presentation of an invoice whether this be before or after the Services have been provided.

12. EDI Communications

This clause shall apply (without prejudice to the other clauses in these Terms and Conditions) where partial or exclusive transmission and interchange of information between the parties happens by means of an electronic data interchange system whereby electronic messages are transmitted from one party to another party (**EDI System**). The parties shall ensure that all such electronic communications are in compliance with the United Nations standards for Electronic Data Interchange for Administration, Commerce and Trade. The parties shall maintain (without modification) a data log of EDI System messages exchanged between them including details of times of transmission (**Data Log**). Data contained in the Data Log shall be retained by way of record for a period of not less than twelve (12) months. The Data Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the data must be capable of being readily retrieved and presented in human readable form. Each of the parties shall take reasonable care insofar as it is within its power to do so to ensure that EDI System transmissions are secure and that unauthorised access to its EDI System is prevented. The parties agree that in the event of any complete or partial breakdown or failure of the EDI System and/or any related intermediary service platform, they will each take necessary steps to ensure the continued transmission and receipt of relevant messages, notices and information by alternative and/or additional means such that the operation of these Conditions is not adversely affected. The sender is responsible and shall use its best endeavours to ensure that EDI System messages are complete and correct. Notwithstanding the foregoing, the recipient must immediately inform the sender if it is, or should in all the circumstances, be reasonably obvious to the recipient that the transmission of such EDI System message is incomplete, incorrect or otherwise deficient.

13. Governing Law and Jurisdiction

- 13.1. The construction, validity and performance of these Terms and Conditions and any dispute or claim arising out of or in connection with these Terms and Conditions, their subject matter or formation (including non-contractual disputes or claims) is to be governed by and construed in accordance with the laws of England.
- 13.2. All claims or disputes arising out of or related to these Terms and Conditions (including non-contractual disputes or claims) must be submitted to the jurisdiction of the English courts, provided that the Supplier will have the right, as claimant, to initiate proceedings against the Customer in:
 - (a) the jurisdiction of the courts of the country of the principal domicile of the Customer; or
 - (b) the jurisdiction of the courts of the country in which any Ship or other asset (including a bank account) of the Customer is, or may, at the instigation of the Supplier be detained or frozen; or
 - (c) a court of another jurisdiction.

14. General

- 14.1. The failure of the Supplier to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and is not to be construed as, a waiver of such term or right and in no way affects the Supplier's right later to enforce or to exercise it.
- 14.2. If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, such term will, insofar as it is severable from the remaining

terms, be deemed omitted from these Terms and Conditions and will in no way affect the legality, validity or enforceability of the remaining terms.

- 14.3. Subject to clauses 14.4 and 14.5, the Supplier and the Customer agree that these Terms and Conditions may be relied upon and are enforceable by virtue of the 1999 Act by the Supplier's agents and contractors against the Customer.
- 14.4. The third party rights referred to in clause 14.3 may only be enforced by the relevant third party with the consent of the Supplier and subject to and in accordance with the provisions of the 1999 Act and all other relevant terms of these Terms and Conditions.
- 14.5. Notwithstanding any other provision of these Terms and Conditions, the Supplier and the Customer may rescind or vary any of these Terms and Conditions without the consent of any third party, and accordingly section 2(1) of the 1999 Act does not apply.
- 14.6. Except as provided in clause 14.3, a person who is not a party to these Terms and Conditions has no right under the 1999 Act to rely upon or enforce any of these Terms and Conditions.
- 14.7. Any Charges agreed with the Supplier are commercially confidential and the Customer may not disclose Charges to any third party without the prior written consent of the Supplier, except where disclosure is required by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Customer gives the Supplier as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Supplier in relation to the content of such disclosure.
- 14.8. The Supplier may update or amend any of these Terms and Conditions from time to time. The Supplier and the Customer are bound in respect of any particular visit, delivery or entry to the Port Premises, any Receiving Point or any Delivery Point or provision of a Service by the Terms and Conditions published and in force at the time and date on which that visit, delivery, entry or provision of Service is made.

15. Bribery and Corruption

The Customer represents and warrants that it and its agents, directors, employees, officers and sub-contractors will comply with the Relevant Regulations and will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and the Customer represents and warrants that it has and will maintain in place its own policies and procedures, including "adequate procedures" under the Bribery Act 2010, to ensure compliance with the Relevant Regulations.

16. Notices

- 16.1. Subject to any express provisions set out above, where any notice is required to be given or may be given under these Terms and Conditions, such notice must be given:

(a) in respect of the Supplier, in writing to:

Senior Director – Legal & Compliance – UK Ports & Terminals
London Gateway Port Limited
No.1 London Gateway
Stanford-le-Hope
Essex
SS17 9DY

A copy of any notice should be sent to:

DP World
16 Palace Street
London
SW1E 5JQ

- (b) in respect of the Customer to the registered office of the Customer or the branch or agency office of the Customer through which the Customer has dealt with the Supplier in respect of the provision of the Services.

SECTION B: PORT USAGE TERMS AND CONDITIONS

These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions and apply in respect of the usage of port Services at the Port Premises

1. Port Usage Definitions

1.1. In these Service Specific Terms and Conditions, the following words have the following meanings:

Custody has the meaning given to it in clauses 3.11 and 3.12

ISPS Code means the International Ship and Port Facility Security Code forming part of the SOLAS Convention

LGTID means the identity card or other form of personal identification, issued by LGPL to the haulier or user of Services for use on the Port Premises

Limitation Conventions means the Convention on Limitation of Liability for Maritime Claims 1924, the Convention on Limitation of Liability for Maritime Claims 1957, the Convention on Limitation of Liability for Maritime Claims 1976, and the 1996 Protocol thereto.

Luggage means any property travelling with a Passenger but excludes any Cargo contained in or carried on board a Ship

Passenger means any person using the Port Premises as the point of embarkation or disembarkation in connection with travelling on a Ship

Site Conditions has the meaning given in clause 4.4 in this section B

Traffic Offences means the traffic offences which apply to drivers on the Port Premises as set out in Appendix 1

VBS means the vehicle booking system, which is an E-service, provided and operated by the Supplier

VGM Charges means:

- (a) all charges incurred in obtaining the VGM to take account of the SOLAS Convention, including but not limited to, checking the existence of a VGM in the Cargo documentation, establishing the VGM, additional transport, shunting, handling, re-handling, de-stuffing, stuffing and storage, and/or as specified in clause 3.7, direct or indirect charges which arise from non compliance of VGM; and
- (b) the charges set out in the Supplier's Tariff

VGM Cut-off means twenty-four (24) hours prior to the estimated arrival time of a Ship as first communicated to the Customer

VGM Declarant means the Shipper or another person on behalf of the Shipper

1.2. The definition of **Customer** in the General Terms and Conditions shall be amended to include any person who is the Owner, master or crew of or a Passenger on a Ship which enters the Port Premises.

2. Application of Conditions

- 2.1. These Service Specific Terms and Conditions are to be read in conjunction with the General Terms and Conditions.
- 2.2. Where the Customer uses the VBS then such use is subject to the terms of access. The VBS terms of access and use can be found at [Book a vehicle](#) or can be separately provided on request.
- 2.3. When driving on the Port Premises the Customer must not commit any Traffic Offences.
- 2.4. Where the Customer is issued with any security pass, identification card or LGTID in connection with its access to the Port Premises, the Customer must comply with any additional terms and conditions governing the use of such security pass or identification card.

3. Provision of Services

- 3.1. Cargo and Equipment which for any reason cannot be delivered at the time of landing ex-ship, ex-train or ex-road will be placed on the quays, in a transit shed or elsewhere within the Port Premises at the expense and sole risk of the Customer. Charges for transit shed and quay rental will be made to the Customer where appropriate.
- 3.2. Where requested by the Customer, the Supplier shall provide LGTID and VBS services, which shall be provided as if incorporated into the definition of Services set out in clause 1.1 of section A of these Terms and Conditions.

Container Weighing

- 3.3. In accordance with the SOLAS Convention the Customer is required (among other things) to:
 - (a) establish the VGM of a packed Container; and
 - (b) ensure that, once established, the VGM is communicated in the relevant shipping documents in advance to the Ship's master and to the Supplier.
- 3.4. At the Port Premises the Customer will be required to:
 - (a) provide the VGM (through E-services); or
 - (b) instruct the Supplier to provide the VGM.
- 3.5. In the event the Customer has provided the VGM through the E-services to the Supplier, the Supplier shall rely in good faith, without further investigation, on the purported VGM.
- 3.6. The Customer warrants and represents that any VGM it provides, or which is provided on its behalf to the Supplier, has been obtained in using appropriately calibrated and certified equipment in compliance with Applicable Laws.
- 3.7. If:
 - (a) a packed Container has been received by the Supplier at the Port Premises but the VGM for such packed Container is not received by the Supplier from a Customer before the VGM Cut-off; or
 - (b) the Customer requests (through the E-services or some other method) that the packed Container be weighed by the Supplier; or

- (c) there is a variance of 900kg (plus or minus) in the VGM provided by the Customer where the Container weight is at or below 18mt; or
- (d) there is a variance of 5% (plus or minus) in the VGM provided by the Customer where the Container weight is above 18mt; or
- (e) the Supplier reasonably believes that the VGM provided by or on behalf of the Customer is inaccurate or incomplete,

then the Supplier shall obtain the VGM for such packed Container using appropriately calibrated and certified equipment as required by Applicable Laws and, for the purpose of paragraphs 3.7(b), 3.7(c), 3.7(d) and 3.7(e), the VGM shall replace the VGM for that Container previously provided by a VGM Declarant.

- 3.8. The Supplier will not load a packed Container onto a Ship if the VGM provided by the Customer or established by the Supplier in accordance with clause 3.7 above shows a VGM greater than the maximum gross mass indicated on the safety approval plate under the International Convention for Safe Containers as amended from time to time (an **Overweight Container**). For the avoidance of doubt, the Supplier shall have no responsibility for verifying such VGM against the safety approval plate.
- 3.9. The Customer agrees and warrants to pay the VGM Charges including all cost and charges associated with Overweight Containers, delays or missed sailing and the Supplier has no liability for direct or indirect loss or damage which results thereof.
- 3.10. The Customer represents and warrants that it is the Shipper of the Cargo (or Equipment) for the purposes of the SOLAS Convention or that it is authorised by such Shipper or Owner to instruct the Supplier to perform the Services in accordance with the above and these Terms and Conditions.

Custody

- 3.11. Containers, non-containerised Cargo and Equipment shall be deemed to be in the custody of the Supplier:
 - (a) in respect of import Containers, non-containerised Cargo or Equipment, when the Container, non-containerised Cargo or Equipment is physically lifted off from the Ship's deck, hold or from the top of other Containers on the Ship;
 - (b) in respect of export Containers, non-containerised Cargo or Equipment, when the Container, non-containerised Cargo or Equipment is: (i) physically lifted off from the truck or wagon by the Supplier's cargo handling equipment for stacking at the container yard of the Port Premises; or (ii) detached from the incoming truck;
 - (c) in respect of transshipment Containers, non-containerised Cargo or Equipment, when the Container, non-containerised Cargo or Equipment is physically lifted off from one Ship's deck, hold or from the top of the Containers on one Ship.
- 3.12. Containers, non-containerised Cargo and Equipment shall cease to be deemed to be in the custody of the Supplier:
 - (a) in respect of import Containers, non-containerised Cargo or Equipment, when the Container, non-containerised Cargo or Equipment is: (i) mounted onto the withdrawing truck or wagon by the Supplier's cargo handling equipment for delivery to the consignee; or (ii) attached to the withdrawing truck for delivery to the consignee;

- (b) in respect of export Containers, non-containerised Cargo or Equipment, when the Container, non-containerised Cargo or Equipment is restowed on the Ship's deck, hold or on top of another container on the Ship (as from locking twist locks on board);
- (c) in respect of transshipment Containers, non-containerised Cargo or Equipment, when the Container, non-containerised Cargo or Equipment is restowed on another Ship's deck, hold or on top of another container on another Ship (as from locking twist locks on board).

4. Customer's Warranties

- 4.1. The Customer warrants that its employees (and those of any agents or contractors it may engage including without limitation hauliers) are properly trained and competent (which for this purpose, includes the ability competently to read and speak English) to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to the Supplier or the inputting of any information into any electronic service or system operated or managed by or on behalf of the Supplier (including E-services) whether such instruction or input of information is given in writing, orally, electronically or by any other means. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.
- 4.2. In respect of any Ship of which the Customer is the Owner, the Customer warrants and undertakes to ensure that the Ship is operated in compliance with all Applicable Laws and international standards in relation to safety, stability, seaworthiness, fitness for purpose and security, including any regulations introduced pursuant to the ISPS Code.
- 4.3. The Customer shall be responsible for the safe keeping of any PIN Number which is created by the Customer, its employees or agents or which is issued to the Customer, its employees or agents. If LGPL releases or allows the release of the Cargo or Equipment to a party who uses the correct PIN Number, LGPL shall be under no liability whatsoever for such release.
- 4.4. The Customer will be deemed to have familiarised itself with and considered all conditions which could affect arrival, mooring, manoeuvring, unmooring and departure of any Ship at the Port Premises, including data relating to the Port Premises and its surroundings, the minimum water depth (at any state of the tide) and any physical, surface and sub-surface condition and to have taken into account climatic condition (**Site Conditions**). The Customer acknowledges that the Supplier gives no warranty whatsoever in respect of the Site Conditions and it shall have no liability whatsoever and howsoever arising in respect of the Site Conditions.
- 4.5. The Customer shall use reasonable skill and care when berthing the Ship at the Port Premises.
- 4.6. The Customer warrants and represents to ensure that the Ship is operated in compliance with all Applicable Laws and international standards with respect to safety, stability, seaworthiness, fitness for purpose and security including, without limitation, regulations introduced pursuant to the ISPS Code.
- 4.7. At all times when a Ship is berthed within the Port Premises, the Customer shall ensure that the Ship:
 - (a) furnishes adequate lighting and safe ingress and egress (for the Ship's personnel);
 - (b) maintains appropriately qualified and experienced officers and crew aboard in order to maintain an alert watch and respond to emergencies and to enable the Supplier to provide the Services;
 - (c) maintains engines in a state of readiness to respond to emergency situations and to avoid delays in vacating the berth; and

- (d) its crew members adhere at all times to all health and safety rules of the Supplier notified to the Customer from time to time.

5. Import and Export Formalities

- 5.1. Subject to alternative arrangements being agreed in writing with the Supplier, a standard shipping note, unit load note, dangerous goods note (where appropriate), vehicle condition report, temperature control document or other document accompanying the Cargo or Equipment or that as described in clause 7.1 of the General Terms and Conditions must specify marks and number of packages, description of Cargo, gross weight, VGM (or request for the Supplier to provide the VGM), any weight imbalances, cubic measurement, name of the Ship, port to which the Cargo or Equipment are to be shipped, any special carriage or storage requirements of the Cargo and the name and address of the Customer or the Customer's agent to whom Charges are to be rendered.

6. Cargo, Equipment and Liens

- 6.1. The Supplier will, at its sole discretion, have the following powers in respect of Cargo, Equipment, and Ship, abandoned, stranded, causing obstruction or nuisance, neglected or left unattended, not collected, whether wilfully or by default, on the Port Premises:

- (a) the power immediately to remove Cargo and Equipment in the case of a hazard, obstruction, nuisance or other emergency (and to dispose of such Cargo and Equipment where necessary) without notice;
- (b) the power generally to remove, store, dispose of or sell Cargo and Equipment on reasonable notice to the Customer (the length of such notice to be determined by the Supplier on a case by case basis) and make the relevant Charges which shall include a twenty percent (20%) uplift to be paid to the Supplier in the event the Supplier makes the arrangements to remove, store, dispose of or sell Cargo and Equipment. Any such sale to be on the basis of the best offer immediately available, which may or may not amount to as much as the Customer (or any other person interested) may believe the Cargo or Equipment to be worth in any specialist market place, and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Cargo or Equipment.

- 6.2. In relation to any Cargo or Equipment:

- (a) whose gross weight or VGM (as applicable) is incorrectly stated;
- (b) whose gross weight or VGM (as applicable) exceeds the maximum gross weight appropriate for any handling equipment used (whether or not the Supplier knows at the time of such handling that the gross weight exceeds the appropriate gross weight for such handling equipment); or
- (c) whose weight distribution does not facilitate the safe onward transportation of such Cargo or Equipment, whether by rail, road or otherwise

the Supplier reserves the right not to handle such Cargo or Equipment, but, in the event that the Supplier does handle such Cargo or Equipment such handling by the Supplier will be at the sole risk and cost of the Owner(s) of the Equipment or Cargo.

- 6.3. In the circumstances described in clause 6.2, subject to clause 9.4 of the General Terms and Conditions, the Supplier will be exempt from all liability whatsoever for deficiency, loss, damage, delay, taint or misdelivery of or to the Cargo or to the Equipment or for delay arising out of, caused or contributed to by the handling by the Supplier of the Cargo or the Equipment.

- 6.4. The Customer must notify and must procure that any Owner other than the Customer notifies the Manager as soon as the Customer becomes aware of any overloading or uneven loading or any failure of a load bearing part of any lifting appliance or of the Equipment.
- 6.5. Where applicable, the Supplier or any party on the Supplier's behalf shall have the right to detain a Ship as a consequence of outstanding Charges due to the Supplier arising out of any call of the Ship including quay rent incurred by Cargo or Equipment discharged from or awaiting loading onto the Ship. The Supplier, or a party on the Supplier's behalf has the power to sell the Ship and / or its fittings if any charges remain unpaid seven (7) days after a Ship is detained. The proceeds of such a sale will be allocated to the Supplier's unpaid charges, then to any unpaid charge due to Associated British Ports before any surplus is returned to the Owner of the Ship.
- 6.6. The Supplier has the right to open any Equipment to access any Cargo contained in that Equipment.

7. Supplier Liability

Force majeure etc.

- 7.1. The following events are additional events that shall be included within the terms of force majeure as set out in clause 9.2 of the General Terms and Conditions:
 - (a) insufficient depth of water at any berth or the approached thereto or the unsafe condition of any berth; and
 - (b) the Supplier not receiving the VGM within the VGM Cut-off.

Liability Cap

- 7.2. The provisions of clause 9.5 of the General Terms and Conditions shall apply.

De minimis

- 7.3. Notwithstanding clause 9.5 of the General Terms and Conditions, the Supplier has the right, in any circumstance, to elect to rely on (in the alternative) any relevant statutory provision providing for limitation and/or exclusion of liability including, but not restricted to, the provisions of the Merchant Shipping Act 1985.

Claims Procedure and terms

- 7.4. It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing to LGPL by email to lginsuranceclaims@dpworld.com:
 - (a) of any damage alleged to have been caused to a Ship, or that requiring a survey of damage, and to permit inspection thereof prior to sailing. Failure to do so may release the Supplier from liability with regards to any claim;
 - (b) within thirty (30) days of their arrival at the Port Premises (in the case of import Cargo) or sixty (60) days of their removal from the Port Premises, of any alleged misdelivery or loss of or damage to Cargo, Equipment or Container or any deficiency therein together with particulars of the nature and the amount of any claim to be made. Failure to do so may release the Supplier from liability with regards to any claim;
 - (c) of any damage alleged to have been caused to Cargo, Equipment or Container prior to such leaving the Port Premises. In any event the Supplier is entitled (and the Customer hereby grants permission) to inspect any such Cargo, Container or Equipment prior to

their disposal or destruction by the relevant Owner. Failure to do so may release the Supplier from liability with regards to any claim.

- 7.5. To the extent permitted by Applicable Laws, the Customer hereby agrees, for and on behalf of itself and the Owner, to waive any statutory right to limit liability for personal injury or property damage by establishing a limitation fund under any applicable international convention or national law governing the liability of owners and/or operators of seagoing vessels, including the Limitation Conventions. The Customer hereby warrants that it has the authority to bind the Owner to such waiver of limitation.

8. Payment

- 8.1. Unless otherwise agreed in writing all Charges must be paid:
- (a) for Services provided in respect of the berthing of Ships, within thirty (30) days of the invoice date;
 - (b) for all other Charges, within thirty (30) days of the invoice date.
- 8.2. Any bona fide query to be raised by the Customer on any invoice issued by the Supplier must be made in writing within fourteen (14) days of the date of the invoice or the Customer will be deemed to have accepted the invoice. Disputed portions of invoices may be withheld until the dispute is resolved but undisputed amounts must be paid on the due date.

9. Data Protection and Number Plate Recognition

- 9.1. For the purposes of security, safety and crime prevention, CCTV cameras and ANPR (automatic number plate recognition) cameras are used throughout the Port Premises and the information and images they produce are monitored and recorded. The information and images they produce (which includes Personal Data as defined in the Data Protection Act 2018) are monitored and recorded for the purposes of enforcing traffic regulations, speed limits, traffic accidents, site security, maintaining a safe and secure environment, and crime prevention. The Supplier may also use the images for employee training activities. The CCTV cameras and ANPR cameras are controlled by LGPL and operated by the appointed security provider.
- 9.2. By entering the Port Premises, the Customer consents to the recording, storage and use of images, video footage and data relating to them and their Equipment for the purpose of security, safety, investigations and crime prevention as further detailed in the privacy notice found at [Privacy Policy](#). Data and images may also be passed to the police, HM Revenue and Customs and similar third parties, users of the Port Premises, or those third parties considered to have an interest in such data, video footage and/or images, in connection with such purposes. Data and images will not be sold to any third parties. For more information on data privacy contact: privacy@londongateway.com.

10. Terminal Damage

- 10.1. In case of any Ship allision or train incident causing damage to the Port Premises or property of a member of the Group, any of the Supplier's facilities or equipment, the provisions of this clause 10 shall apply. Ship allisions and train incidents cause the Supplier and member of the Group significant financial losses, including the costs associated with repair and/or repairing property; operational impact and inefficiencies, reputation damage; loss of business; increases in insurance premiums; unrecoverable legal costs; and management time and cost in responding to Ship allisions and train incident and investigating purchase and carriage options for repair and/or replacement of damaged property. In developing the following sections of these Terms and Conditions, the Supplier has sought to provide for a regime that allows the Supplier to recover its losses in a formulaic way and seeks to strike a fair balance between the interests of the

Supplier on the one hand and the Customer on the other hand. The Customer hereby warrants that it has the authority to agree to the following terms.

- 10.2. The Customer hereby agrees, for and on behalf of itself, that in the event of any Ship allision or train incident causing damage to the Port Premises or member of the Group property or Equipment or any of the Supplier's facilities or Equipment, the Customer will provide security, in a form acceptable to the Supplier, for the Supplier's worst realistic case losses, as determined by the Supplier, plus two and half (2.5) years interest and costs together with written agreement from the Customer as to the Supplier's submission for appropriate jurisdiction. In the event that such security is not provided, the Supplier shall, without prejudice to any other remedies available to it, be entitled to arrest the Ship at the Port Premises or elsewhere until such time as the foregoing security and written agreement have been provided by the Customer.
- 10.3. The Customer agrees that the Supplier shall only be required to obtain a maximum of three (3) quotations from contractors in respect of the repair or replacement of damaged Port Premises or member of the Group property, infrastructure or equipment. In the event of the Supplier's property (or member of the Group property) being damaged, the Supplier shall be entitled to recover from the Customer the cost of repairing or restoring the damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new. In the event of the Supplier's property being destroyed (which for the purposes of this clause shall mean when the property cannot be repaired within a reasonable time or to a condition at least equal to its condition prior to damage without incurring costs greater than the value of the property prior to it being damaged), the Supplier shall be entitled to recover from the Customer the cost of replacing the damaged property with a similar property in a condition equal to, but not better or more extensive than, its condition when new.
- 10.4. Each party shall appoint, or procure that their insurers appoint on its behalf, a professional and independent forensic accountant to quantify the actual losses (including financial and business interruption losses) suffered by the Supplier arising from the Ship allision or train incident. The parties shall provide all appointed forensic accountants with all reasonable cooperation and documents.
- 10.5. Within fifteen (15) days of the six (6) month anniversary of the date of the Ship allision or train incident, the appointed forensic accounts shall jointly issue a summary of the actual losses suffered by the Supplier arising from the Ship or train allision during the period of six (6) months from the date of the Ship allision or train incident.
- 10.6. If the forensic accountants disagree on the assessment of losses under clause 10.5, then each forensic account shall, within five (5) days of the expiry of the period stipulated in 10.5 above, issue to the parties its sole assessment of the losses suffered by the Supplier arising from the Ship allision or train incident during the period of six (6) months from the date of the Ship allision or train incident. If the results of the loss assessments made by the two (2) forensic accountants appointed by the parties (or their insurers) pursuant to clause 10.4 differ by ten percent (10%) or less, then such values will be averaged and such result shall be final and binding for the parties as the value of the business interruption element of the Supplier's claim for the applicable period.
- 10.7. If the results of the loss assessments made by the two (2) forensic accountants appointed by the parties (or their insurers) pursuant to clause 10.4 differ by more than ten percent (10%), then the parties shall mutually agree and appoint a third independent appraiser or, if not so agreed within seven (7) days of the date of a written notice from one party to the other proposing the identity of a third independent appraiser then an independent third party appraiser shall be appointed by the ICC International Centre for Expertise (or such other body agreed by the parties), and such appraiser shall select one (1) of the two (2) valuations which, in its sole opinion, based on good industry practice, shall be final and binding for the parties as the value of the business interruption element of the Supplier's claim for the applicable period.

- 10.8. The process set out in clauses 10.5 to 10.7 shall be repeated every six (6) months until such time as the Port Premises has resumed full operations (with a final reconciliation loss assessment to be conducted following the resumption of full operations).
- 10.9. The parties shall bear their own costs in relation to the appointment of any forensic accountants pursuant to this clause 10. The cost of any third independent appraiser appointed in accordance with clause 10.7 shall be shared equally between the parties.
- 10.10. The Customer shall pay to the Supplier, in addition to any other remedies available to the Supplier under these Terms and Conditions or through Applicable Laws, the amount determined pursuant to clauses 10.5 to 10.7 within thirty (30) days of receipt of an invoice from the Supplier issued following completion of the process set out in clause 10.5 to 10.7.

SECTION C: HAULAGE TERMS AND CONDITIONS

These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions and apply in respect of the Haulage Services provided by the Supplier.

1. Haulage Definitions

1.1. In these Service Specific Terms and Conditions, the following words have the following meanings:

Custody has the meaning given to it in clauses 3.8 and 3.9

Overweight Container has the meaning given to it in clause 3.5 of this section C.

VGM Charges means:

- (a) all charges incurred in obtaining the VGM including but not limited to, checking the existence of a VGM in the Cargo documentation, establishing the VGM, additional transport, shunting, handling, re-handling, de-stuffing, stuffing and storage, and/or as specified in clause 3.4, direct or indirect charges which arise from non-compliance of VGM; and
- (b) the charges set out in the Supplier's Tariff

2. Application of Conditions

- 2.1. These Service Specific Terms and Conditions are to be read in conjunction with the General Terms and Conditions
- 2.2. When driving on any Receiving Point or Delivery Point the Customer must comply with all relevant traffic controls imposed by the operator of that Receiving Point or Delivery Point and not commit any Traffic Offences.

3. Provision of Services

- 3.1. In the event that the Customer or the Owner of the Cargo and/or Equipment fails to take delivery at the Delivery Point at the appointed time for any reason, the Supplier shall be entitled to store the Cargo and/or Equipment in such storage area, shed or elsewhere within the Delivery Point or at such facility as the Supplier shall decide at the expense and sole risk of the Customer. All costs incurred by the Supplier as a result of the failure to take delivery shall be deemed as freight earned and charges for shed and storage area rental will be made to the Customer where appropriate.

Container Weighing

- 3.2. No later than the time of delivery of the Cargo at the Receiving Point, the Customer will be required to provide the VGM of all packed Containers supplied by it through the E-services to the Supplier, and the Supplier shall rely in good faith, without further investigation, on the purported VGM.
- 3.3. The Customer warrants and represents that any VGM it provides, or which is provided on its behalf to the Supplier, has been obtained in using appropriately calibrated and certified equipment in compliance with Applicable Laws.

3.4. If:

- (a) a packed Container has been received by the Supplier at the Receiving Point but the VGM for such packed Container is not received by the Supplier from a Customer before such receipt; or
- (b) the Customer requests (through the E-services or some other method) that the packed Container be weighed by the Supplier; or
- (c) the Supplier reasonably believes that the VGM provided by or on behalf of the Customer is inaccurate or incomplete,

then the Supplier shall obtain the VGM for such packed Container using appropriately calibrated and certified equipment as required by Applicable Laws at such location as the Supplier considers appropriate and, for the purpose of paragraphs 3.4(b) and 3.4(c), the VGM shall replace the VGM for that Container previously provided by a VGM Declarant.

- 3.5. The Supplier will not load a packed Container onto a road vehicle or train (save in the case of a road vehicle where the purpose of transporting such Container is to take it to a place where the VGM can be verified) if the VGM provided by the Customer or established by the Supplier in accordance with clause 3.4 above shows a VGM greater than the maximum gross mass indicated on the safety approval plate under the International Convention for Safe Containers as amended from time to time (an **Overweight Container**). For the avoidance of doubt, the Supplier shall have no responsibility for verifying such VGM against the safety approval plate.
- 3.6. The Customer agrees and warrants to pay the VGM Charges including all cost and charges associated with Overweight Containers, delays or missed sailing and the Supplier has no liability for direct or indirect loss or damage which results thereof.
- 3.7. The Customer represents and warrants that it is the Shipper of the Cargo (or Equipment) or that it is authorised by such Shipper or Owner to instruct the Supplier to perform the Services in accordance with the above and these Terms and Conditions.

Custody

- 3.8. Containers, non-containerised Cargo and Equipment shall be deemed to be in the custody of the Supplier when accepted by the Supplier at the Receiving Point and a notice of acceptance is issued to the Customer by the Supplier.
- 3.9. Containers, non-containerised Cargo and Equipment shall cease to be deemed to be in the custody of the Supplier when made available for acceptance by the Customer or the Owner at the appointed time at the Delivery Point.

Agency

- 3.10. Where the Supplier acts as an agent on or behalf of the Customer the Supplier shall:
 - (a) be entitled, and the Customer hereby expressly authorises the Supplier, to enter into all and any contracts on behalf of the Customer as may be necessary and desirable to fulfil the Customer's instructions and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise;
 - (b) within fourteen (14) days' of receiving a written request from the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Supplier may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as principal for the performance of the Customer's instructions.

Insurance

- 3.11. No insurance will be effected by the Supplier except where there are clear written instructions from the Customer which are accepted in writing by the Supplier and all insurances effected by the Supplier shall be subject to the usual exceptions and conditions of the policies of the insurers and underwriters taking the risk. Unless otherwise agreed in writing, the Supplier shall not be under any obligation to effect a separate insurance on the Cargo, but may declare it on any open or general policy held by the Supplier.
- 3.12. In the event that the Supplier agrees to effect insurance, the Supplier acts solely as agent for the Customer and the limits of liability in clause 9.5 of section A of the Terms and Conditions shall not apply to the Supplier's obligations under clause 3.11 and this clause 3.12.

4. Import and Export Formalities

In all and any dealings with HM Revenue & Customs, for an on behalf of the UK established Customer, and/or Owner, the Supplier is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (principal) as their "Direct Agent".

5. Cargo, Equipment and Liens

- 5.1. The Supplier will, at its sole discretion, have the following powers in respect of Cargo or Equipment, abandoned, stranded, causing obstruction or nuisance, neglected or left unattended, not collected, whether wilfully or by default, at the Delivery Point:
 - (a) the power immediately to remove Cargo and Equipment in the case of a hazard, obstruction, nuisance or other emergency (and to dispose of such Cargo and Equipment where necessary) without notice;
 - (b) the power generally to remove, store, dispose of or sell Cargo and Equipment;
 - (i) in the case of non-perishable goods, such goods shall be retained for sixty (60) days and twenty-one (21) days' notice of such disposal or sale shall be provided to the Customer; and
 - (ii) in the case of perishable goods, the length of any retention to be determined by the Supplier on a case by case basis with such disposal or sale being without prior notice to the Customer,

and make the relevant Charges which shall include a twenty percent (20%) uplift to be paid to the Supplier in the event the Supplier makes the arrangements to remove, store, dispose of or sell Cargo and Equipment. Any such sale to be on the basis of the best offer immediately available, which may or may not amount to as much as the Customer (or any other person interested) may believe the Cargo or Equipment to be worth in any specialist market place, and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Cargo or Equipment.

6. Supplier Liability

Claims Procedure and Terms

- 6.1. It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing by email to lginsuranceclaims@dpworld.com:
 - (a) within sixty (60) days of their removal from the Delivery Point, of any alleged misdelivery or loss of or damage to Cargo, Equipment or Container or any deficiency therein together

with particulars of the nature and the amount of any claim to be made. Failure to do so may release the Supplier from liability with regards to any claim;

- (b) of any damage alleged to have been caused to Cargo, Equipment or Container prior to such leaving the Delivery Point. In any event, the Supplier is entitled (and the Customer hereby grants permission) to inspect any such Cargo, Container or Equipment prior to their disposal or destruction by the relevant Owner. Failure to do so may release the Supplier from liability with regards to any claim.

Liability Cap

- 6.2. Subject to clause 9.4 of the General Terms and Conditions, the total liability of the Supplier for any loss, damage, claim, cost or expense in respect of any one event or occurrence or series of incidents arising from a common cause or series of related incidents in the aggregate in respect of a this section C, will in no case be more than £500,000 (five hundred thousand pounds).

7. Payment

- 7.1. Unless otherwise agreed in writing, all Charges must be paid within thirty (30) days of the invoice date.
- 7.2. Any bona fide query to be raised by the Customer on any invoice issued by the Supplier must be made in writing within fourteen (14) days of the date of the invoice or the Customer will be deemed to have accepted the invoice. Disputed portions of invoices may be withheld until the dispute is resolved but undisputed amounts must be paid on the due date.

SECTION D: SHUNTING SERVICES TERMS AND CONDITIONS

These Specific Terms and Conditions should be read in conjunction with the General Terms and Conditions and apply in respect of the shunting services provided by the Supplier.

1. Shunting Services Definitions

1.1. In these Service Specific Terms and Conditions, the following words have the following meanings:

Booking Form means the shunting information provided by the Customer substantially similar to the information set out in Appendix 2 (as may be updated and/or amended by the Supplier from time to time) which shall be used by the Customer for requesting a Shunt

Business Day means a day other than a Saturday or Sunday or public holiday in England when banks in London are open for business

Cancellation Fee means the fee specified in the Shunting Confirmation which applies if the Shunt is cancelled at short notice before it is due to take place

Custody has the meaning given to it in clauses 3.12 and 3.13

Logistics Premises means the logistics park located adjacent to the Port Premises and any other land or premises capable of being accessed safely by the Shunting Equipment within a radius (to be determined in the sole discretion of the Supplier) of the boundary of the Port Premises (but excluding the Port Premises)

Shunting Confirmation means the confirmation form provided by the Supplier indicating the Container to be Shunted and the date and times between which the Shunt will take place

Shunt means the movement of a Container within the Site as communicated by the Customer to the Supplier in accordance with the Shunting Confirmation and "shunting" and "shunted" shall be interpreted accordingly

Shunting Equipment means the equipment used by the Supplier to perform the Shunt

Site means the area of land on the Port Premises and/or the Logistics Premises where Services are provided for the purposes of shunting Containers

Tenant means the Customer, the Owner or a third party occupying and/or being in control of, premises on the Site

Tenant's Standards means the standards, procedures, guidelines, risk assessments and policies in force from time to time on premises occupied by a Tenant

2. Application of Conditions

2.1. These Service Specific Terms and Conditions are to be read in conjunction with the General Terms and Conditions.

2.2. Where the Customer requests a Shunt, the Customer shall ensure that the Receiving Point or the Delivery Point (as the case may be) shall be in a suitable condition for the delivery of the Container or the collection of the Container (as the case may be) and for access by the Shunting Equipment.

2.3. The Customer shall be responsible for advising of any specific Tenant's Standards which may apply with respect to access to or the use of the Receiving Point or the Delivery Point (as appropriate).

3. Provision of Services

- 3.1. Shunting services shall be available for Containers, whether or not they contain any Cargo. The movement of Cargo which is not in a Container is not covered by the Service Specific Terms and Conditions in this section D.

Shunt Booking

- 3.2. The Customer shall request a Shunt by completing and submitting the Booking Form via e-mail and via the e-portal service (or such other method of submission as the Supplier may advise from time to time) to the Supplier setting out the requirements for that Shunt.
- 3.3. Following receipt of the Booking Form the Shunt shall be confirmed by the Supplier to the Customer by the issuing of a Shunting Confirmation via e-mail and via the e-portal service (or such other method of submission as the Supplier may advise from time to time). The Shunting Confirmation shall set out the times within which the Shunt will take place, the Receiving Point or Delivery Point (as the case may be). The costs to be charged by the Supplier for the Shunt and the associated services will be provided by the Supplier to the Customer on a weekly basis and will be payable pursuant to clause 7.
- 3.4. Where the Booking Form is submitted:
- (a) after 15:00 on a Business Day; or
 - (b) on a day which is not a Business Day,
- the Shunt shall be performed no earlier than the next following Business Day.

Collection and Delivery

- 3.5. The Customer shall ensure that the Container which is the subject of the Shunt:
- (a) is available for collection from the Receiving Point; or
 - (b) will be accepted at the Delivery Point,
- as the case may be (the relevant Receiving Point or Delivery Point having been identified in the Booking Form) during the times specified in the Shunting Confirmation.
- 3.6. In the case of a packed Container being provided by a Customer at a Receiving Point, the Customer shall take responsibility for ensuring that any Cargo weight is evenly distributed within the Container or advise the Supplier in the Booking Form if this is not the case.
- 3.7. In the event that the Customer or the Owner of the Container fails to make the Container available for collection at the Receiving Point at the appointed time for any reason, the Supplier shall be entitled to cancel the Shunt but may still charge the Customer the full cost of the Shunt as specified in the Shunting Confirmation.
- 3.8. In the event that the Customer or the Owner of the Container fails to take delivery at the Delivery Point at the appointed time for any reason, the Supplier shall be entitled to store the Container in such storage area, shed or elsewhere within the Site or at such facility as the Supplier shall decide at the expense and sole risk of the Customer. All costs incurred by the Supplier as a result of the failure to take delivery shall be deemed as freight earned and charges for shed and storage area rental will be made to the Customer where appropriate.
- 3.9. Where clause 3.7 applies, the Supplier shall provide as soon as reasonably practicable a notice to the Customer via e-mail and via the e-portal service (or such other method of submission as

the Supplier may advise from time to time) identifying the Container, the time of attempted delivery, the reason for non-delivery and the storage location of the Container. The Customer shall be responsible for booking a new Shunt, at the Customer's cost, for the redelivery of the Container.

Changes to Booked Shunt

- 3.10. If the Customer requires any changes to its booked Shunt then, the Customer may make the changes by submitting an amendment via e-mail and via the e-portal service (or such other method of submission as the Supplier may advise from time to time) which references the existing Shunting Confirmation and specifies the new details. The Supplier shall use its reasonable endeavours to meet the revised requirements. Where the revised requirements:
- (a) can be met, a revised Shunting Confirmation shall be issued by the Supplier via e-mail and via the e-portal service (or such other method of submission as the Supplier may advise from time to time) in accordance with clause 3.3; or
 - (b) cannot be met, the Supplier shall cancel the Shunt and advise the Customer as soon as practicable by issuing a Shunting Cancellation Notice.

The Customer may cancel a Shunt on giving notice to the Supplier, provided that the Customer may be liable for the payment of a Cancellation Fee as may be reasonably determined by the Supplier. Notice of the cancellation shall be given to the email address specified on the Shunting Confirmation and shall be acknowledged by the Supplier as soon as practicable by the issuing of a Shunting Cancellation Notice, which shall also state whether the Cancellation Fee is payable.

Shunt failing to take place

- 3.11. The Customer will notify the Supplier via e-mail and via the e-portal service (or such other method of submission as the Supplier may advise from time to time) as soon as possible in the event that a Shunt that has been ordered has not been performed within the times specified in the Shunting Confirmation. Following such notification, the Supplier shall use its reasonable endeavours to rearrange the Shunt with the Customer.

Custody

- 3.12. Containers shall be deemed to be in the custody of the Supplier when accepted by the Supplier at the Receiving Point and placed in or on the Shunting Equipment.
- 3.13. Containers shall be deemed to be in the custody of the Customer when made available for acceptance by the Supplier or the Owner at the appointed time at the Delivery Point.

Insurance

- 3.14. No insurance will be effected by the Supplier with respect to the Container or any Cargo. Unless otherwise agreed in writing, the Supplier shall not be under any obligation to effect a separate insurance on the Cargo, but may declare it on any open or general policy held by the Supplier.

4. Import and Export Formalities

No Shunt shall be permitted if the effect of the movement of the Container would be to compromise or affect any import or export formalities applying to any Cargo within the Container.

5. Cargo, Equipment and Liens

5.1. The Supplier will, at its sole discretion, have the following powers in respect of any Container (and its Cargo) not accepted, whether wilfully or by default, at the Delivery Point:

- (a) the power immediately to remove Cargo in the case of a hazard, nuisance or other emergency (and to dispose of such Cargo where necessary) without notice;
- (b) the power generally to remove, store, dispose of or sell Cargo and Equipment;
 - (i) in the case of non-perishable goods, such goods shall be retained for sixty (60) days and twenty-one (21) days' notice of such disposal or sale shall be provided to the Customer; and
 - (ii) in the case of perishable goods, the length of any retention to be determined by the Supplier on a case by case basis with such disposal or sale being without prior notice to the Customer,

and make the relevant Charges which shall include a twenty percent (20%) uplift to be paid to the Supplier in the event the Supplier makes the arrangements to remove, store, dispose of or sell Cargo and Equipment. Any such sale to be on the basis of the best offer immediately available, which may or may not amount to as much as the Customer (or any other person interested) may believe the Cargo or Equipment to be worth in any specialist market place, and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Cargo or Equipment.

6. Supplier Liability

Liability Cap

6.1. Subject to clause 9.4 of the General Terms and Conditions, the total liability of the Supplier for any loss, damage, claim, cost or expense in respect of any one Shunt shall be the lesser amount of the reasonable cost of repair or replacement and the depreciated value of the Cargo and the Equipment, subject to a limit of £20,000 (twenty thousand pounds) for the combined value of the Cargo and the Equipment.

Claims Procedure and terms

6.2. It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing by email to lginsuranceclaims@dpworld.com:

- (a) within or sixty (60) days of their removal from the Delivery Point, of any alleged misdelivery or loss of or damage to Cargo or Equipment or any deficiency therein together with particulars of the nature and the amount of any claim to be made. Failure to do so may release the Supplier from liability with regards to any claim;
- (b) of any damage alleged to have been caused to Cargo or Equipment prior to such leaving the Delivery Point. In any event the Supplier is entitled (and the Customer hereby grants permission) to inspect any such Cargo or Equipment prior to their disposal or destruction by the relevant Owner. Failure to do so may release the Supplier from liability with regards to any claim.

7. Payment

7.1. Unless otherwise agreed in writing all Charges must be paid within thirty (30) days of the invoice date.

- 7.2. Any bona fide query to be raised by the Customer on any invoice issued by the Supplier must be made in writing within fourteen (14) days of the date of the invoice or the Customer will be deemed to have accepted the invoice. Disputed portions of invoices may be withheld until the dispute is resolved but undisputed amounts must be paid on the due date.

Appendix 1

Traffic Offences at the Port Premises

1. Driving on the Port Premises

1.1 The Customer may not drive or otherwise operate a vehicle within the Port Premises without due care and attention or without proper and reasonable consideration for other persons and property within the Port Premises.

1.2 In the event of a vehicle being driven:

- (a) dangerously;
- (b) inappropriately;
- (c) without a valid UK driver's license;
- (d) without due care and attention;
- (e) risk of danger or an incident occurring;
- (f) in a manner which may cause a nuisance, death or injury to persons; or
- (g) risk of damage to property,

on the Port Premises, it can result in an immediate ban from driving on the Port Premises and/or the Logistics Premises at the sole discretion of the Supplier, and/or aiding criminal or civil investigations leading to prosecution.

1.3 Any person in control of any vehicle (including bicycles) must obey and comply with all road signs, road layout markings, traffic signals, requests and instructions of the Supplier (including to stop, drive, park etc.) at all times on the Port Premises.

1.4 All vehicles operated within the Port Premises must meet all legal, regulatory and safety standards, including as to insurance, applicable to the type of vehicle concerned, as would apply if that vehicle were to be operated on a road within the meaning of the Road Traffic Act 1988.

2. Speeding of vehicles

2.1 In the event of a vehicle speeding (in excess of signed limits), it can result in an immediate ban from driving within the Port Premises and within the Logistics Premises as deemed appropriate by the Supplier at its sole discretion.

2.2 Two levels of speeding offences have been implemented for drivers caught speeding, as follows:

- (a) Level 1 offence: will apply to any motorist recorded travelling at speeds of:
 - (i) between 23mph and 27mph where the speed limit is 20mph;
 - (ii) between 33mph and 38mph where the speed limit is 30 mph;
 - (iii) between 43mph and 48mph where the speed limit is 40 mph,

within any rolling 12 month period, and whereby THREE or more Level 1 offences will result in that driver no longer being permitted to drive a vehicle on the Port Premises and within the Logistics Premises.

(b) Level 2 offence: will apply to any motorist recorded travelling at speeds of:

- (i) 28mph or above on 20mph roads;
- (ii) 38mph or above on 30mph roads;
- (iii) 48mph or above on 40 mph roads,

whereby any recorded Level 2 offence will result in an immediate ban from driving within the Port Premises and within the Logistics Premises.

3. Operation of Vehicles

3.1 No person may operate a vehicle within the Port Premises:

- (a) other than on roads, tracks or ways which are designated for the type of vehicle in question;
- (b) between railway tracks;
- (c) across railway tracks except at a signed railway crossing;
- (d) which is loaded in excess of its permitted load limit, or whose load is not adequately secured and supported;
- (e) from which petrol, oil, mud, earth or any other substance likely to be dangerous or to constitute a nuisance, is dripping, escaping or falling; or
- (f) which, in the opinion of the Supplier, is improperly loaded or unserviceable or likely to cause damage to roadways or other property.

3.2 Parking of Vehicles

- (a) No person may park a vehicle (including a bicycle, caravan or trailer) on the Port Premises:
 - (i) in such a manner as to create an obstruction or interference;
 - (ii) elsewhere than in a parking area approved and designated as such by the Supplier for the purposes of the type of vehicle concerned;
 - (iii) in a car sharing parking space unless duly authorised by the Supplier to do so;
 - (iv) which is loaded in excess of its permitted load limit; or
 - (v) from which petrol, oil, or any other substance likely to be dangerous or to constitute a nuisance, is dripping, escaping or falling.
- (b) For the purposes of this paragraph 3.2 a vehicle is parked wherever it is stopped, other than as required by traffic control devices, (including police or security traffic control) whether or not the driver remains in the vehicle and whether or not the engine of the vehicle is running, and the term includes any vehicle apparently abandoned.
- (c) Persons parking vehicles must comply with any requirements as to the purchase and display of any parking tickets or other requirements as to payment that may from time to time be indicated.

- (d) Where a vehicle is parked in contravention of paragraph 3.2, the Supplier may at its sole discretion, remove or dispose of that vehicle at the risk of the Owner.

3.3 **Supply and Discharge of Fuels and Oils**

No person may supply to, receive into or discharge from, a vehicle on the Port Premises any petrol or other fuel or oil except at locations and times approved by the Supplier.

**Appendix 2
Shunt Booking Form**

Customer	Date of Shunt	Container ID	Delivery or Collection at Customer's Premises	Location of Collection	Location of Delivery	Requested time of delivery/collection at Customer's Premises