

## Agreement to access VBS Premium

1. The service comprises information pertinent to commercial vehicles wishing to move containers to and from DP World Southampton.
2. The VBS tariffs are available on our website at [www.dpworld.com/southampton](http://www.dpworld.com/southampton)
3. The service fees are subject to revision by DP World Southampton and the Tariff will be subject to review.
4. The service will be available to a customer, on acceptance of Direct Debit Mandate by DP World Southampton's banking facility, through means of a username and password to be supplied by email at registration. Cancellation of Direct Debit will lead to removal of access to the service.
5. Two invoices will be generated, one for booking and the other for "No Show" fees. Transactions will be invoiced. Transactions will be invoiced on a monthly basis, online. Payment will be taken by direct debit 30 days after the date of the invoice.
6. Payments will be made to DP World Southampton. Sums not paid within 30 days will carry interest at 5% above Lloyds TSB Bank base rate. All sums are net of VAT or other applicable sales tax.
7. Helpdesk support from DP World Southampton is available on 023 8070 6300
8. All business is transacted subject to Southampton Container Terminals (t/a DP World Southampton) standard trading conditions. A copy of these conditions is attached hereto and a further copy can be viewed at [www.dpworld.com/southampton](http://www.dpworld.com/southampton)
9. I hereby confirm that I have received and read a copy of Southampton Container Terminals' standard trading conditions and the agreement to access to VBS premium and that I accept the terms thereof.

**Please tick**

I have read and agreed to the terms & conditions of use for VBS premium.

Name of company

Invoice address

Daytime phone number

Mobile phone number

Email address

Signed

Print name

Date

Please complete and return together with the attached direct debit form to:

VBS Premium, DP World Southampton, Western Docks, Southampton SO15  
1DA or [vbsfinance@dpworldsouthampton.com](mailto:vbsfinance@dpworldsouthampton.com)

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## 1. Definitions

In these conditions, the words and phrases below have the following meanings:-

- a) "SCT" means Southampton Container Terminals Limited trading as DP World Southampton;
- b) "Terminal" means the Container Terminal at Southampton and any land thereon or adjacent thereto leased or otherwise occupied by SCT for the purposes of the Services;
- c) "Terminal Manager" means any manager duly appointed from time to time by SCT to be in charge of any operation at or on the Terminal and shall include their deputies and/or assistants;
- d) "Customer" means any person to whom or on behalf of whom SCT provides any service whatsoever and any person using or entering upon the Terminal or using the Services or facilities thereof;
- e) "Goods" means any cargo of whatever nature;
- f) "Services" means all services and activities performed by SCT whether gratuitous or not;
- g) "Equipment" means any plant, machinery, container, package, case, pallet, vehicle, trailer, truck or wagon of any description which is not owned or leased by SCT and which is not cargo;
- h) "The CNS Community System" shall mean the computer system used by Shipping lines, agents, forwarders, hauliers and SCT for customs clearance and inventory control of imports and exports and any electronic data system that may succeed it. For the purposes of these Conditions, "The CNS Community System" also includes any additional electronic database or interactive services accessed via such computer system from time to time;
- i) "Ship" means any vessel, container ship, barge, lighter or other vessel of any description;
- j) "PIN Number" means the container security number issued by the CNS Community System or created by the Customer or the Customer's agents or employees within the CNS Community System for the release of containers;
- k) "VBS" means the Vehicle Booking System into which Customers, their agents and their employees enter the details of vehicles delivering or collecting Goods to or from the Terminal;
- l) "SOLAS Convention" shall mean the International Convention for the Safety of Life at Sea 1974 as amended from time to time.

m) "VGM" shall mean the Verified Gross Mass of a packed container as referred to in the amendment to Chapter VI, regulation 2 of the SOLAS Convention

n) "SCT's VGM Procedures" shall mean the procedures which SCT has published for the production and provision of the VGM in accordance with clause 5 of these Conditions and which can be found at <http://containerweighing.dpworld.co.uk/>

(o) Where the context permits, words in the singular shall include the plural and vice versa;

## 2. Application of these Conditions

a) These Conditions shall apply to all Services provided by SCT. These Conditions shall also apply to any other relationship between SCT and any party entering onto the Terminal or otherwise dealing with SCT or the Terminal;

b) The Customer hereby warrants that it is the owner of the Goods, the Equipment or Ship or that it is authorised by the owner and/or other persons interested in the Goods, the Equipment or the Ship to accept these Conditions not only for itself but also as agent for and on behalf of the owner or other persons interested therein.

c) These Conditions shall contain the entire agreement and there shall be no variation unless expressly agreed by both parties in writing.

d) These Conditions shall apply to the exclusion of any printed terms and conditions of any purchase order or other correspondence or documents issued by the Customer in connection with the Services unless expressly accepted in writing.

e) Any notice to be given under this agreement must be given in writing to the registered office of SCT or the Customer or the branch or agency office of the Customer through which it has dealt with SCT in respect of the provision of the Services.

f) SCT shall, at its discretion, arrange for the Services or any part thereof, to be carried out by one or more sub-contractors or agents.

g i) The expression "SCT" shall, where the context admits include their employees, agents and sub-contractors.

ii) Without prejudice to Clause 2(g)(iii) below, the Customer agrees and warrants that neither the Customer or its subcontractors, agents or employees shall bring any claim or action against any employee, agent or sub-contractor of SCT.

iii) Any employee, agent or sub-contractor of SCT shall be parties to any agreement which is subject to these Conditions within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce the terms of that agreement accordingly.

h) If any legislation is compulsorily applicable, these Conditions shall, insofar as possible, be construed in accordance with such legislation. If any of these Conditions are found by any competent court or tribunal

to be contrary to such legislation, these Conditions shall be varied only to the extent necessary to comply with such legislation.

- i) Each sub-clause of these Conditions shall be construed severally.
- j) If the Customer, its agents, subcontractor or employees uses the VBS then such use shall be subject to the terms of access and use of the Vehicle Booking System which can be found at "dpworldsouthampton.com" or such terms are available upon request.
- k) Any services provided in relation to the CNS Community System will be provided by Community Network Services Limited and subject to a contract between Community Network Services Limited and the party using those services. SCT accepts no liability for any services relating to the CNS Community System. Use of the CNS Community System shall be subject to the standard terms of use for the CNS Community System or such other terms as Community Network Services Limited may agree with the Customer. A copy of these terms are available from Community Network Services Limited upon request.
- l) These Conditions shall govern the relationship between SCT and any third party entering on to the Terminal whether or not that third party is a Customer. SCT shall be entitled to rely on the limits of and exclusions to liability within these Conditions as against any Customer or other person entering on to the Terminal. The Customer warrants that it will bring these Conditions (including the limits and exclusions herein) to the attention of any person who the Customer may instruct to enter upon the Terminal or otherwise deal with SCT including, but not limited to, any subcontractor, agent, employee or other party instructed by the Customer.
- m) Any Customer or other party entering on to the Terminal shall ensure that it is familiar with and that it follows any regulations, instructions or directions issued by SCT, the Terminal Manager, any SCT employee or any authorised agent of SCT which relate to the use of the Terminal, entry thereon or the use of any Equipment or Ship thereon or thereat. The Customer shall ensure that any third party which it might instruct to enter on to the Terminal (including, but not limited to, any subcontractor or employee) is familiar with any such regulations, instructions or directions.

### 3. Services provided

- a) A Ship shall be deemed to have entered the Terminal when it berths at the Terminal. A Ship shall be deemed to have left the Terminal when its mooring lines are removed from the Terminal's berth.
- b) Goods and Equipment shall be deemed to have been delivered to the Terminal in the following circumstances:-
  - i) In the case of Goods and Equipment delivered by Ships, once the Goods and Equipment have left the Ship's tackle or have left the Ship having been lifted from the Ship by SCT's tackle;
  - ii) In the case of Goods and Equipment delivered by means other than Ships, once the Goods and Equipment enter the Terminal.
- c) Goods and Equipment shall be deemed to have been delivered to the Customer:-
  - i) In the case of Goods and Equipment to be delivered to a Ship, once the Goods and Equipment have been lifted by the Ship's tackle from the Terminal or once SCT's tackle has placed the Goods and Equipment on to the Ship and come clear of the Goods and Equipment;

ii) In the case of Goods and Equipment to be delivered to a road or rail conveyance, once the Goods and Equipment have been placed upon the road or rail conveyance.

d) Without prejudice to the Conditions herein, SCT reserves the right but is under no obligation to:-

i) Remove Goods and Equipment immediately in the case of a hazard or danger to life, the environment or other property or other emergency and to dispose of such Goods and Equipment without notice;

ii) Open containers, inspect Goods or refuse to handle, move or otherwise deal with Goods or Equipment which in SCT's opinion appear to be or may become dangerous or hazardous to life, the environment or other property.

e) 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 SCT releases or allows the release of the Goods or Equipment to a party who uses the correct PIN Number, SCT shall be under no liability whatsoever for such release unless the Customer can show that SCT was negligent in disclosing the PIN Number or releasing the Goods or Equipment without production of the correct PIN Number. The burden of proving that SCT was negligent in disclosing the PIN Number or releasing the Goods shall rest with the Customer.

f) The Customer shall be responsible for the safe keeping of any data, figures, passwords or other information of any nature entered within the VBS or any other computer or operating system used or operated by or on behalf of SCT 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 Goods or Equipment from SCT. If SCT releases or allows the release of the Goods or Equipment to a party who uses correct data, figures, passwords or other information as entered within the VBS or such other computer or operating system, SCT shall be under no liability whatsoever for such release unless it can be shown that SCT was negligent in disclosing the data, figures, passwords or other information or in releasing the Goods or Equipment without proper production of such data, figures, passwords or other information. The burden of proving that SCT was negligent in the disclosure or release shall rest with the Customer.

g) The Customer warrants that its servants (and those of any agents or independent contractors it may engage) are trained and competent to carry out the tasks at any time assigned to them in relation to the giving of any instructions to SCT or the inputting of any information into any electronic service or system operated, managed or utilised by SCT (which shall include, but not be limited to, the CNS Community System and the VBS) whether such instruction or input of information is given in writing, verbally or by any electronic or any other means whatsoever. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.

h) The Customer undertakes that it has complied with all relevant local, national and international legislation and regulations relating to the carriage, handling and movement of the Goods and SCT accepts no responsibility whatsoever for the failure of the Customer to comply with such local, national or international legislation or regulations or the consequences of such failure. The Customer hereby agrees to indemnify and hold SCT harmless from and against any failure to comply with any such legislation and regulations or the consequences of such failure.

i) Unless otherwise specified in writing to the Terminal Manager before the Goods or Equipment are delivered to the Terminal, the Customer warrants that any Goods, Equipment or Ship which it delivers, directs to or causes to be upon the Terminal:

- i) are not dangerous to health, property or the environment or otherwise hazardous, poisonous or flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while on the Terminal;
- ii) are not toxic or liable to give off any injurious dust, gas, fumes, liquid or radiation;
- iii) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Terminal;
- iv) are not over-heated or under-heated or liable to become so while on the Terminal;
- v) will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods or Equipment or Ship or the Terminal or the environment adjacent thereto or generally;
- vi) require for their safekeeping no special protection (other than as may be agreed in writing between SCT and the Customer) arising from vulnerability to heat, cold, moisture, salt, pilferage or proximity to other Goods or from flammability but will remain safe if left standing in the open or on the Terminal or in covered accommodation if agreed in writing with SCT;
- vii) contain no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
- viii) are properly and sufficiently packed in accordance with all Government and Local Government Regulations, Laws and Bylaws (which, for the avoidance of doubt, is to include Legislation, Directives, Orders or other Regulations or Laws passed by the European Union and any Court or legislative body thereof) from time to time applicable and the Codes of Conduct, practice directions and regulations of the International Maritime Organisation and the Health & Safety Executive;
- ix) are properly and sufficiently marked, accurately documented and labelled for all shipping, cargo handling, despatch, customs and like purposes;
- x) are properly marked with any warning as to the hazardous nature of any contents and the precautions to be taken in handling the same and (in the event of the escape of anything injurious there from) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the Goods, Equipment or Ship;
- xi) are fit for their intended purpose and in a fit and proper condition to be handled or otherwise dealt with by SCT, its Equipment and employees;
- j) The Customer warrants that it will immediately inform the Terminal Manager of any occurrence or incident which might affect the safe and efficient operation of SCT or other persons using the Terminal and take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience as may be required by SCT. Without prejudice to the foregoing, the Customer shall indemnify and hold SCT harmless from and against any costs, fines, claims, indemnities or other losses of whatever nature arising from such occurrence or incident unless the occurrence or incident has been caused by the negligence of SCT.
- k) All manifests, delivery orders, sub-orders, shipping notes/advices, consignment notes, documents of title, Goods handling instructions and orders for any Services provided by SCT which are necessary for SCT's safe and efficient handling of the Goods, Equipment or Ship must be lodged with the Terminal Manager or entered on the CNS Community System before the Services are required to be performed. Any order given verbally must be confirmed in writing as specified above.

- l) SCT will exercise all reasonable despatch in providing Services but will not be liable for any delay whatsoever, howsoever caused, unless agreed to the contrary in writing with SCT. If such agreement is reached, SCT's liability will be limited in accordance with Clause 6(d) below.
- m) Goods and Equipment which for any reason whatsoever cannot be delivered at the time of delivery into the Terminal from a Ship or otherwise will be placed on the quays, or elsewhere within the Terminal at the expense and risk of the Customer. SCT's charges, including quay rental, will be paid by the Customer. Details of SCT's charges will be provided to the Customer upon request.
- n) The Customer will be solely responsible for complying with all formalities, procedures and regulations prescribed by HM Revenue and Customs, HM Immigration, the Maritime and Coastguard Agency, Southampton Port Health Authority, Department of Environment, Food and Rural Affairs or other statutory, Governmental or Local Governmental department which arise from or in relation to the Goods, Equipment or Ship. SCT will be under no liability for any acts or omissions of HM Revenue and Customs, HM Immigration, the Maritime and Coastguard Agency, Southampton Port Health Authority, Department of Environment, Food and Rural Affairs or other statutory, Governmental or Local Governmental department whatsoever and howsoever arising.
- o) All Goods and Equipment brought to the Terminal by road for shipment must be accompanied by a standard shipping note and any other documents necessary to complete UK customs clearance procedures and, where appropriate, a dangerous goods note or the equivalent detailed information transmitted into the CNS Community System.
- p) All Goods and Equipment brought to the Terminal by rail for shipment must be accompanied by a standard shipping note and any other documents necessary to complete UK customs clearance procedures and, where appropriate, a dangerous goods note or the equivalent detailed information transmitted into the CNS Community System not later than the arrival of rail wagons conveying such Goods. Prior notification must be given to the Terminal Manager to allow any necessary wayleave or other arrangements to be made with any operator of rail services into the Port of Southampton.
- q) Subject to alternative arrangements being agreed in writing with SCT any standard shipping note, dangerous goods note (where appropriate), temperature control document, entry into the CNS Community System or other document accompanying the Goods or Equipment as required in paragraph 3(o) above must specify marks and number of packages, description of Goods, gross weight, any weight imbalances, cubic measurement, the name of any Ship or port to which the Goods are to be shipped (where appropriate), any special carriage or storage requirements of the goods and the name and address of the Customer or company to whom charges are to be rendered.
- r) A standard shipping note or dangerous goods note in respect of Goods or Equipment of a dangerous, hazardous or poisonous nature must be clearly endorsed to that effect and the information entered into the CNS Community System must include the IMDG Class and the UN number and the Goods and Equipment labelled in accordance with the prescribed statutory regulations.
- s) The Customer warrants the accuracy of any information or documentation provided by or on behalf of the Customer and the Customer warrants the sufficiency of any packaging, marks, and information provided by or on behalf of the Customer. SCT shall not be obliged to inspect, check or verify any such information, documentation, packaging or marks and shall not be responsible for any errors or deficiencies therein or thereof.



t) The Customer shall provide SCT with all documentation which SCT may need to comply with the obligations imposed by COSHH or any similar regulations, rules or requirements. Such documentation shall include, without limitation, material safety data sheets.

u) SCT shall not arrange insurance for or on behalf of the Customer or any other party. The Customer is solely responsible for arranging insurance or ensuring that insurance has been arranged in relation to any Goods, Equipment, Ship, subcontractor, agent or any person which or who may, at the instruction or direction of or on behalf of the Customer, enter upon the Terminal.

#### **4. Charges, expenses and liens**

a) Unless otherwise agreed in writing, all charges shall be paid:-

i) For services provided in relation to the berthing of Ships, within 7 days of the invoice date;

ii) All other charges, within 30 days of the invoice date.

b) The Customer shall pay to SCT in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter-claim, abatement or set-off.

c) Where any invoice or part thereof remains unpaid after the due date, interest shall accrue on the outstanding balance from day to day and shall be calculated at 5% above the base rate of the Bank of England .

d) Notwithstanding any agreement by SCT to collect charges from any person other than the Customer, the Customer shall remain liable to SCT for payment of all charges when due.

e) The granting of any credit by SCT (including any credit terms shown on any invoice or the credit terms applied by Clause 4(a) hereof) shall be at the absolute discretion of SCT. SCT 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.

f) If the Customer fails to make any payment on the due date or if the Customer becomes insolvent or goes into liquidation, either compulsory or voluntary (save for the purposes of reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of the Customer and/or the whole or part of the Customer's assets, or if the Customer makes any assignment for the benefit of, or composition with its creditors generally or is subject to an equivalent or analogous insolvency event in any jurisdiction:

(i) all and any sums owed by the Customer to SCT shall become immediately payable, whether or not such sums are subject to a credit agreement (which shall, for the avoidance of doubt, include the payment terms shown on SCT's invoices and any credit terms applied by Clause 4 (a) hereof); and

(ii) SCT may, without prejudice to any other right or remedy available to it, delay or withhold Services, refuse to provide Services or cancel any or all orders for Services with the Customer.

g) SCT shall have:

i) a general lien on all Goods, Equipment or Ships in SCT's possession to secure the payment by the Customer of all charges whatsoever due from the Customer to SCT;

- ii) a particular lien on all Goods, Equipment or Ships in SCT's possession;
- iii) Upon SCT exercising its lien under Clause 4(g) hereof, storage charges shall apply to any Goods, 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 SCT harmless from and against all and any such charges and expenses.
- iv) Once a lien under Clause 4(g) has been exercised and upon giving the Customer at least 28 days written notice, SCT may sell, dispose of or otherwise deal with the Goods, Equipment or Ship as agents for and at the expense of the Customer and apply the proceeds towards the payment of any sums due from the Customer.
- v) Upon accounting to the Customer for any balance remaining after payment of any due sums and the costs of and associated with the storage, sale, disposal and dealing with the Goods, SCT shall be discharged from any liability whatsoever in respect of the Goods, the Equipment or the Ship.
- vi) The notice period for the sale, disposal or dealing with the Goods, Equipment or Ship in clause 4(g)(iv) above shall not apply where the Goods, Equipment or Ship are likely to perish, deteriorate or damage other Goods, Equipment or Ships or property or if SCT considers them to be a danger or hazard to life or the environment. In such circumstances, the right to sell, dispose or otherwise deal with the Goods, Equipment or Ship shall arise immediately upon the sum becoming due. SCT shall take reasonable steps to notify the Customer or other persons interested in the Goods, Equipment or Ship of its intention to sell, dispose or otherwise deal with the Goods.

## **5. SOLAS Amendment and Container VGMs**

- a) The Customer's attention is drawn to the SOLAS Convention, the amendment to Chapter VI, regulation 2 of the SOLAS Convention (requiring the mandatory provision of the VGM) and the Guidelines regarding the VGM of a container carrying cargo (MSC.1/Circ.1475, MGN 534 (M+F) and any other guidelines issued by any competent authority) (the "Guidelines").
- b) The Customer's attention is also drawn to SCT's website and to SCT's VGM Procedures which SCT details therein in order to address the Guidelines, the SOLAS Convention and the need to provide a VGM. SCT's VGM Procedures can be found at <http://containerweighing.dpworld.co.uk/>. SCT's VGM Procedures may be amended from time to time and the Customer is obliged to keep itself apprised of such amendments by reviewing the website.
- c) The Customer warrants that it shall comply with SCT's VGM Procedures and shall either supply to SCT and to any other relevant party a VGM or instruct SCT to provide a VGM in accordance with SCT's VGM Procedures.
- d) If, and to the extent that, the Customer fails to comply with SCT's VGM Procedures:
  - i) SCT may, in its absolute discretion, but shall not be obliged to, arrange for a VGM to be provided and the Customer shall be responsible for any costs or charges arising in relation to the provision of such VGM;

- ii) SCT may withhold the Goods and any container from shipment and arrange the storage of such Goods and container at the sole expense and risk of the Customer;
- iii) The Customer shall pay any charges which SCT may raise in relation to the relevant Goods or container; and
- iv) The Customer shall indemnify SCT and hold SCT harmless from and against all and any claims, costs, demands or losses of whatever nature which SCT may incur or suffer by reason of any such failure.

e) SCT may in its absolute discretion, but shall not be obliged to, check the VGM of any container. If SCT considers that the VGM provided by the Customer is incorrect, SCT may amend the VGM provided by the Customer. SCT shall be entitled to charge for the checking of the VGM in accordance with its rates as published on its website whether or not the VGM provided by the Customer is accurate.

f) The Customer agrees that SCT may disclose the VGM to any party which may require disclosure of the VGM for any reason including, without limitation, the Maritime and Coastguard Agency and any carrier or service provider interested in or concerned with the carriage or handling of the Goods or container.

g) The Customer warrants that it is the shipper of the Goods or container for the purposes of the SOLAS Convention or that it is authorised by such shipper to instruct SCT to perform the Services in accordance with SCT's VGM Procedures.

h) SCT's charges for its VGM Procedures are set out on SCT's website at the link in clause 5 b) above and the Customer agrees to pay such charges.

## **6. Liabilities**

a) SCT shall not be liable for any loss, damage, delay, error or omission whatsoever arising directly or indirectly from the following:-

- i) Act of God including, but not limited to, storm, tempest, flood or lightning strike;
- ii) War or hostile military action, rebellion, riot or civil commotion;
- iii) Orders of any government, governmental or quasi-governmental body, public, regulatory or local authority or body;
- iv) Strike, lock-out or other industrial action;
- v) Lack of or defective condition of packaging;
- vi) Any act or omission of the Customer, consignor, consignee or any other person interested in the Goods, Equipment or Ship or any person acting on behalf of any of them including their respective employees, agents and contractors;
- vii) Any act, matter, event or circumstance occurring prior to the Goods or Equipment or Ship being delivered to the Terminal or subsequent to the Goods or Equipment or Ship leaving the Terminal;

viii) The nature of the Goods 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;

ix) Insufficiency or inadequacy of marks or numbers on the Goods and/or Equipment and/or Ship or the packaging of the Goods or Equipment;

x) Shortage of berthing space, labour, plant deficiency, fuel or power or insufficient depth of water at any berth or the approaches thereto;

xi) Any other cause or event which SCT is unable to avoid and the consequences of which SCT is unable to prevent by the exercise of reasonable care.

b) The Customer shall indemnify SCT against and hold SCT harmless from all and any claims, damage, losses and expenses arising from the following, except to the extent that they are due to the negligence of SCT:-

i) The act, omission or instructions of the Customer, consignee, consignor or owner or other persons interested in the Goods and/or Equipment and/or Ship;

ii) The nature and/or defective condition of the Goods and/or Equipment and/or Ship;

iii) Any breach of any warranty or obligation given or owed by the Customer to SCT in these conditions or elsewhere;

iv) All duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority and/or any expenses incurred in complying with the requirements of any authority in relation to the Goods and/or Equipment and/or Ship;

c) In no circumstances whatsoever shall SCT's liability exceed:-

i) In respect of damage to Ships and/or their gear, the cost of repair of the damage or the value of the Ship or gear, whichever be the lesser up to a limit of £5,000,000 (five million);

ii) In respect of damage to or loss of Equipment, the value of the Equipment or the cost of repairs, whichever be the lesser, up to a limit of £3,000 (three thousand) per incident;

iii) In respect of damage to or loss of Goods, the invoice value of the Goods, the cost of repair of the Goods or a sum equivalent to 2 Special Drawing Rights of the International Monetary Fund (as calculated at the date of payment) per kilogram gross weight of the Goods, whichever be the lesser;

d) SCT's liability in respect of claims for any other losses whatsoever including but not limited to delay to Goods or Equipment and/or Ships howsoever arising shall not exceed SCT's charges for the Services provided by SCT in respect of those Goods and/or the Equipment and/or Ship which forms the subject of the claim.

(e) Under no circumstances shall SCT be liable for any consequential or indirect loss of whatever nature and howsoever arising including (but not be limited to) any loss of profit (whether direct or indirect), loss of market share, loss of goodwill, loss of future or anticipated sales, loss of production or factory "down time", damages, costs or expenses incurred or payable by the Customer to any third party or any other indirect or consequential loss.

f) If the Customer (or any other party to whom these limits of liability may apply) requires the limits of liability in Condition 6(c) and (d) to be increased, the Customer shall request such increase in writing from SCT. No such increase shall be binding upon SCT unless agreed by an authorised officer of SCT. SCT shall consider any such request in its absolute discretion and may agree to such a request subject to any terms which it considers appropriate including, but not limited to, an increase in the charges raised by SCT in relation to the relevant Services.

g) SCT shall have no liability for damage, delay or other loss whatsoever to a Ship, Goods or Equipment arising before the Ship, Goods or Equipment enter the Terminal or after the Ship, Goods or Equipment leave the Terminal.

h) The Customer shall indemnify SCT against and hold SCT harmless from all and any claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of SCT under the terms of these Conditions whether or not such claims arise from the negligence or breach of duty of SCT, their servants or agents.

i) The Customer is responsible for all import duties, export duties, fines, charges and imposts relating to the Goods. The Customer shall indemnify and hold SCT harmless from and against any claims made against SCT by HM Revenue & Customs or any other Government or regulatory department or agency and, in addition, any other costs, charges and expenses arising from or in relation to any Goods under bond.

j) If a claim is made against SCT by a person in respect of personal injury or death to that person, these Conditions shall not operate to limit or exclude SCT's liability to that person in respect of the personal injury or death. This clause is without prejudice to SCT's right to an indemnity or contribution, whether under this contract or otherwise, from any party in respect of such liability.

k) The limits and exclusions of liability herein shall apply to any claim made against SCT whether such claim be made in contract, tort, bailment or otherwise.

l) The Customer shall not make any claim against SCT where the value of the loss suffered by the Customer arising from the incident or event giving rise to the claim does not exceed £150.

## **7. Time limits, notices**

a) Any claim made against SCT shall be made in writing to SCT within the following periods:-

i) In the event of damage or partial loss to any Goods, Equipment or Ship, within 7 days of such Goods, Equipment or Ship leaving the Terminal;

ii) In the event of total loss to any Goods, Equipment or Ship within 7 days of the date upon which the Customer ought reasonably to have discovered the loss;

iii) In all other cases, within 14 days of leaving the Terminal.

Failure to make a claim within the above periods shall cause the claim to be absolutely barred unless the Customer can demonstrate that it was not possible to make the claim within the above periods but that the claim was made in writing to SCT as soon as reasonably practicable.

b) SCT shall, in any event, be discharged from all liability whatsoever, howsoever arising unless suit is brought and written details thereof served on SCT within 12 months of the date when the event giving rise to the cause of action occurred.

## **8. Law and Jurisdiction**

a) These Conditions and any contract or other relationship subject thereto shall be governed by English law. Any dispute arising from or in relation to these Conditions or any relationship subject thereto (whether arising in contract or otherwise) shall be subject to English law.

b) The High Court of England and Wales shall have exclusive jurisdiction over any dispute arising from or in relation to these Conditions or any relationship (whether arising in contract or otherwise) which is subject to these Conditions.

