



STANDARD TERMS AND CONDITIONS

FOR TERMINALS HANDLING TIMBER AND GENERAL CARGO

OPERATED BY MEMBERS OF PEEL PORTS GROUP

June 2023

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1. INTERPRETATION

In these conditions:-

- 1.1 **"the Berth"** means any berth operated by the Terminal Operator and shall include any quay, silo, transit shed or other area situate.
- 1.2 **"the Cargo Owner"** Means the owner of any goods and any bailor bailee consignee shipper consignee or other respective agents in relation thereto (but shall not include the Terminal Operator).
- 1.3 **"charges"** includes charges of every description for the time being payable to the Terminal Operator in respect of the Services.
- 1.4 **"container"** means any container which complies with ISO standards, including by way of example only reefer and tank containers, flats and platforms.
- 1.5 **"Data Protection Legislation"** means all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 2018, the GDPR (Regulation (EU) 2016/679) (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms used herein shall, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation.
- 1.6 **"the Dock Estate"** means the docks locks passages quays berths stages jetties bridges and all works lands and property of every description whatsoever and the buildings structures and erections thereon for the time being vested in or occupied by the Terminal Operator.
- 1.7 **"goods" or "cargo"** means any cargo, merchandise articles and things of any description (including any packages or containers within or by which the said cargo merchandise articles and things may be contained or carried) including, but without prejudice to the generality of the foregoing, all general breakbulk cargoes including (by way of example only) timber, metals, steel products, fish, livestock and animals of all descriptions and also liquids and gases but excluding goods in bulk (except bulk cargo transported in bulk bags that is subject to a "rip and tip" service) stores and bunkers.
- 1.8 **"the Harbour"** means the Marine Operations Manager or other Officer appointed by the Terminal Operator to act as Harbour Master

- Master”** and shall include his Assistants.
- 1.9 **“IMDG Code”** means the International Maritime Dangerous Goods Code as incorporated into Chapter VII of the International Convention for the Safety of Life at Sea 1974 (SOLAS).
- 1.10 **“the Owner”** means the Shipowner and/or Cargo Owner, as appropriate.
- 1.11 **“the Port”** means the statutory administrative port area within which Terminal is situated.
- 1.12 **“Rail Operator”** means the operator of any rail freight services, as applicable, calling at the Terminal.
- 1.13 **“Regulatory Authority”** means any governmental or quasi-governmental body authority or department enforcing legislation, byelaws, regulations and standards, including by way of example only H.M. Revenue & Customs, Department for Transport, Maritime & Coastguard Agency, Health & Safety Executive, Classification Society, and Statutory Harbour Authority.
- 1.14 **“the Services”** means any operation or service of the nature described in Annexes “A” and “B” performed or provided by the Terminal Operator in connection with the receiving or delivering of goods or the loading or discharging of goods into or from a Shipowner's vessel or the temporary storage of such goods.
- 1.15 **“the Shipowner”** means the owner of any vessel to which these Terms and Conditions relate and any part owner charterer master or other person in charge of the vessel, disponent owner consignee or mortgagee in possession.
- 1.16 **“Special Agreement”** means a bespoke charging agreement between the Terminal Operator and the Owner.
- 1.17 **“Special Terminal Conditions”** means any special conditions in Schedule 2 concerning Services at the relevant Terminal.
- 1.18 **“Statutory Harbour Authority”** means the entity responsible for and having powers pursuant to statute for the regulation conservancy and administration of a port or harbour, which expression shall include Competent Harbour Authority.
- 1.19 **“Storage Facility”** means any area of the Terminal where cargo is designated or permitted to be stored from time to time.
- 1.20 **“the Terminal”** means the applicable cargo handling terminal, its facilities and the Dock Estate, including the Berths and all storage and warehousing facilities thereat.
- 1.21 **“the Terminal Manager”** means the manager of the Terminal.

- 1.22 **“The Terminal Operator”** means the applicable operator of one of the Terminals listed in Schedule 1.
- 1.23 **“Vessel Suitability Criteria”** means the vessels being suitable for acceptance to operate at the Terminal in accordance with these Terms and Conditions
- 1.24 **“Website”** means www.peelports.com.
- 1.25 Words importing the singular shall include the plural and vice versa unless the context otherwise requires.
- 1.26 The headings for clauses are for ease of reference only and shall not affect the construction hereof.
- 1.27 Reference to clauses or schedules are references to the clauses and schedules of these Terms and Conditions unless otherwise stated.
- 1.28 Attention is drawn to the Special Terminal Conditions, and differences in operational practices (e.g. Working Hours), and cargo specific provisions which may vary between Terminals
- 1.29 All quotations, orders and contracts of the Terminal Operator are subject to the Terms and Conditions set out herein. Any variations to these Terms and Conditions are of no effect unless confirmed in writing by the Terminal Operator.
- 1.30 These Terms and Conditions prevail over and apply to the exclusion of any terms and conditions proposed by the Owner (whether in writing or otherwise) and any terms implied by trade, custom or practice unless specifically agreed to in writing by the Terminal Operator.

2. BERTHS AND SERVICES

- 2.1 Subject to the provisions in these Terms and Conditions, the Terminal Operator shall provide the use in common with vessels in other ownerships of a Berth and shall provide or perform the Services thereat upon the terms and conditions hereinafter mentioned.
- 2.2 A vessel's call at the Terminal is subject always to the Terminal Operator's prior written approval, and all Vessels and vehicles subject to the Services must be acceptable to the Terminal Operator.
- 2.3 The suitability and safety of the Berth for the Vessel shall be a matter for the Shipowner to determine exercising its own due diligence and subject always to the restrictions (e.g. in relation to size, draft etc.) as advised by the Terminal Operator (see Clause 10).

3. NOTICE

- 3.1 Use of the Berth, Terminal and/or Services by the Owner shall be deemed to constitute notice of and agreement to these Terms and Conditions the current version of which is available to view and download on the Website and which may also be obtained upon request to the Terminal Manager.
- 3.2 No terms or conditions (save for the terms of any Special Agreement) whether

express or implied which are at variance with these Terms and Conditions shall have any application. These Terms and Conditions shall constitute the entire agreement between the Terminal Operator and the Owner and supersede any previous agreement or arrangement between them relating to the subject matter hereof.

- 3.3 The Owner expressly warrants that it is authorised to accept and is accepting these Terms and Conditions not only for itself as the principal but also as agent for and on behalf of all persons who have or may hereafter have title to or otherwise have an interest in the cargo and/or containers, and the Owner shall indemnify the Terminal Operator against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, and all interest, penalties and legal and other professional costs and expenses) and against any other consequence arising out of or in connection with the fact that such person referred to (including the Owner) shall lack the title or authority referred to above.

4. APPLICATION

These Terms and Conditions shall be applicable to all legal relationships between the Terminal Operator and the Owner whether in contract bailment or tort and will either apply by reason of the Owner's express acceptance hereof, or will be implied from the entry of any vessel into the Terminal, or the landing of any goods at the Terminal, or during such time as a Berth is being used by a vessel for the loading, discharging or stowing of goods by the Terminal Operator or the loading, discharging or stowing of ship's stores or bunkers and at any time a berth quay transit shed or other area at the Terminal is being used for the receiving, delivering, loading or discharging, stowing, handling or storage of goods by the Terminal Operator.

5. PERFORMANCE OF WORK

The Terminal Operator shall perform or provide such of the Services as the Terminal Operator in its reasonable discretion considers appropriate and expedient for each vessel and its cargo or for particular goods unless instructed to the contrary in writing by the Shipowner or the Cargo Owner and agreed in advance by the Terminal Operator. The vessel shall comply with the Vessel Suitability Criteria and any requirements stipulated by any Regulatory Authority.

6. MANNING AND PERFORMANCE OF SERVICES

- 6.1 Subject to these Terms and Conditions, the Terminal Operator shall provide supervision and labour as available and necessary plant and equipment for the discharging, loading, receiving, delivering, stowing, handling and storage of goods at the Berth, or such other services as the Terminal Operator may agree to perform pursuant to these Terms and Conditions.
- 6.2 The Terminal Operator shall not be under any obligation to receive or handle vessels or road vehicles at the Berth in any particular order.
- 6.3 The Terminal Operator shall be entitled not to commence the Services until a suitable berth, quay and, if required, silo, transit shed or storage area and suitable plant and equipment are available and sufficient port operations workers and other employees are available to perform the Services on the vessel, the quay or in the silo, transit shed or storage area, and until the Cargo Owner had provided a material data sheet in relation to the cargo which is satisfactory to the Terminal Operator so far as concerns

the safe handling and storage of the cargo. After the commencement of cargo handling services, they will be continued as and to the extent that plant and port operations workers and other employees are reasonably available in all the circumstances from time to time, and subject to the resourcing and planning requirements of the Terminal.

- 6.4 The Terminal Operator may decline at any time to perform or provide or (within a reasonable time after relevant information is learnt by the Terminal Operator,) to continue to perform or provide all or any work or the Services where the qualities or characteristics of the cargo are considered to be unsafe or potentially unsafe by the Terminal Operator, and/or the cargo is outside agreed specifications or does not adhere with the description in the material data sheet, the cargo is unsound or exceptionally difficult to handle, or if otherwise the performance of the Services would be detrimental to the safety or efficiency of the performance of the Services.
- 6.5 The Terminal Operator may use such plant and equipment in relation to the Services as it considers suitable for the type of cargo being handled.
- 6.6 No liability shall attach to the Terminal Operator in consequence of its not commencing or continuing the Services for the reasons specified in Clause 6.3, nor in relation to Clause 6.4., nor in consequence of any failure to:
- (a) undertake or complete the loading/unloading of any Vessel or vehicle, or
 - (b) provide a Berth at the Terminal for any Vessel,

at or by a particular time, or within a particular interval or period of time, notwithstanding any representation made by any servant or agent of the Terminal Operator, and the Owners (and the haulier in the case of receiving/ delivering goods to road vehicle) shall release and indemnify the Terminal Operator from and against all such liability and costs.

- 6.7 Without prejudice to the generality of the foregoing, when a cargo is exceptionally difficult to work due to unsoundness of the cargo, bad or collapsed stowage, damage to the cargo or the vessel or other matter creating exceptionally difficult working conditions, then the Terminal Operator may in its absolute discretion elect whether to perform or provide or continue to perform or provide the Services and if it should so elect and inform the Shipowner for that vessel or the Cargo Owner thereof, then the Terminal Operator shall not be liable for any loss or damage whatsoever howsoever caused (including where caused by the negligence of the Terminal Operator its servants agents or independent contractors) to the cargo or the vessel including any claim for loss of use or loss of a particular market and the said Shipowner or Cargo Owner shall indemnify the Terminal Operator against all proceedings claims and expenses arising out of or consequent on any such election by the Terminal Operator including all proceedings claims and expenses relating to the handling of cargo on the quay or in a shed or store. The Terminal Operator by reason of its specialised knowledge shall be the sole arbiter as to whether a cargo is exceptionally difficult to work or not.

The Terminal Operator shall have the right, having made an election, to subsequently reverse that election in the light of circumstances then prevailing and no liability shall attach to it thereby.

- 6.8 Extra charges may be levied by the Terminal Operator to handle unsound cargo, bad or collapsed stowage, damaged cargo and cargo that is exceptionally difficult to

handle, and such extra charges and any costs and expenses incurred by the Terminal Operator hereby shall be repaid by the Shipowner of the vessel on which the cargo was or was to be consigned, or the Cargo Owner, at the discretion of the Terminal Operator.

7. GENERAL WARRANTIES OF THE SHIPOWNER AND/OR CARGO OWNER

7.1 The Shipowner warrants and undertakes that:

7.1.1 Vessels calling at the Berth are operated in compliance with international standards and regulatory requirements (including, by way of example only, ISM, flag state, classification society and Maritime & Coastguard Agency or equivalent) with regard to safety, stability, seaworthiness, fitness for purpose and security ("Regulatory Compliant Vessel"). The Terminal Operator will be entitled to refuse to provide the Services to any Vessel that is not a Regulatory Compliant Vessel, and the Shipowner will indemnify and hold harmless the Terminal Operator in respect of any consequences of a Vessel that is not a Regulatory Compliant Vessel presenting at the Berth or within the Terminal that is not a Regulatory Compliant Vessel and/or arising out of the provision of the Services in respect of such Vessel.

7.1.2 Vessels are covered by P&I insurance with reputable P&I or London market insurers in respect of third-party liability risks (including but not limited to cargo damage, pollution and wreck removal) and for levels of cover as would normally be taken out by a prudent operator of comparable Vessels in similar trades, and the Shipowner shall provide the Terminal Operator with documentary evidence of such insurance cover upon request.

7.2 The Shipowner and/or Cargo Owner undertake that the cargo:

7.2.1 complies with all applicable international safety regulations and are properly packed and/or fit to withstand the ordinary risks of the Services;

7.2.2 is not dangerous, hazardous, poisonous, flammable toxic or liable to become so in the form in which it is delivered and/or in which they are to remain while on the Terminal, or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;

7.2.3 is accurately described and without prejudice to Clause 7.2.2 that it will not tender any dangerous or hazardous goods or temperature- controlled goods without first presenting to the Terminal Operator a full description of the goods and containers and disclosing their nature without prejudice to the entitlement of the Terminal Operator in its discretion to refuse to provide the Services in respect of dangerous goods whether or not declared by the Shipowner and/or Cargo Owner;

7.2.4 is not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Terminal;

7.2.5 is not over-heated or under-heated or liable to become so while on the Terminal;

7.2.6 will not contaminate or cause danger, injury, pollution or damage to any person or any other goods, equipment or vessel or the Terminal or the water

or air adjacent thereto;

7.2.7 does not require for their safekeeping any special protection (other than as may be agreed in writing with the Terminal Operator) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left standing in the open on the Terminal or in covered accommodation (if agreed with the Terminal Operator);

7.2.8 contains no unauthorised controlled drugs, contraband, pornographic or other illegal matter;

7.3 All cargo at or on the Terminal is the sole risk and responsibility of the Cargo Owner. The Cargo Owner is advised to make appropriate comprehensive insurance arrangements in respect thereof.

8. FORCE MAJEURE

The Terminal Operator shall not be liable for any failure to perform or comply with any of these Terms and Conditions or for any loss and/or damage, breakdown, destruction or deterioration arising or resulting from Act of God, casualty (including fire or explosion) unless caused by the negligence of the Terminal Operator its servants or agents, damage, breakdown, any consequence of war or hostilities (whether war be declared or not), riots, civil commotions or invasions, industrial disputes or actions of any nature, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster, act of any Government, any infestation or suspected infestation or from any action by whomsoever taken for the purpose of preventing or remedying such infestation or limiting the spread or extent thereof (unless caused by the negligence of the Terminal Operator its servants or agents), any mixture of consignments resulting from the provision of services in connection with loading or discharging of separations, any suspension, breakdown or interruption of electronic systems due to external cyber-attack or systems corruption, or any other cause or event whatsoever which could not be avoided and the consequence whereof could not be prevented by the exercise of reasonable care by the Terminal Operator its servants agents or subcontractors.

9. VESSEL ON BERTH

9.1 It shall be the responsibility of the master of the vessel or his authorised agent to obtain approval from the Harbour Master for the arrival, departure or movement of the Vessel to and from the Terminal and/or Berth and subject always to any direction of the Harbour Master in accordance with his statutory powers.

9.2 The Terminal Operator shall permit a vessel once on a Berth to remain at the Berth until the completion of the Services in relation to that vessel, but subject to the discretion of the Terminal Operator in regard to its operational requirements for the Berth and to the statutory powers of the Harbour Master of ordering the movement of vessels within the Port.

9.3 In the event that the discharging of a vessel on the Berth is or may in the reasonable opinion of the Terminal Operator be delayed due to the non-availability of sufficient and suitable storage space at the Terminal, and another vessel wishes to berth at the Berth for the purposes of discharging cargo for which there is sufficient and suitable storage space at the Terminal, then in such event and if so requested by the Terminal Operator the owner of the former vessel shall without delay and at its own cost move the said

vessel off the Berth so as to enable the latter vessel to berth at the Berth in a position that will enable the Terminal Operator to discharge such vessel in an efficient manner.

- 9.4 A Shipowner may with the prior approval of the Terminal Manager load/discharge stores and bunkers whilst a vessel is on the Berth, subject to such terms and conditions as the Terminal Operator may from time to time specify and provided also that such loading or discharging does not interfere with the operational activities of the Terminal Operator.
- 9.5 The Shipowner is responsible for ballasting the vessel as necessary to remain within stated restrictions (see Clause 10) at all times during discharge or otherwise while at the Berth.

10. ARRIVAL OF VESSEL AND ADVANCE INFORMATION/DOCUMENTATION

- 10.1 The expected date of arrival (“E.T.A.”) of a vessel at a Berth shall be given by the Shipowner to the Harbour Master and to the Terminal Manager via the PortLinks application or such other method as the Harbour Master may from time to time determine not later than seven (7) days prior to the said date of arrival or such lesser period as may be agreed to by the Terminal Operator and all changes to that date shall be promptly notified by the Shipowner to the Harbour Master and the Terminal Manager.
- 10.2 The vessel's final expected time of arrival at the Berth shall be given in writing to the Harbour Master and the Terminal Manager between the hours 0800 to 1600 Monday to Friday inclusive and not later than 24 hours (excluding Bank or other National Holidays) prior to the said time of arrival.
- 10.3 At least five (5) clear days before the vessels expected date of arrival, the Shipowner shall give notice in writing to the Terminal Operator stating the following information:-

Name of vessel
Estimated quantity required to be discharged
Average stowage factor
DWCC
Draft
L.O.A.
Beam
Number of holds/hatches and dimensions.

It shall be the responsibility of the Owner (or their Agent) to confirm with the Terminal Operator the maximum freeboard allowance from waterline to top of hatch coaming full ballasted.

IMO and Drawings of the structure of the vessel showing access ways, ladders and any potentially vulnerable structure inside the holds

See also Clause 16.2 in relation to additional cargo/stowage information and related documentation to be provided not less than 72 hours before Services are required to be performed.

- 10.4 Details of acceptable vessel dimensions and any specific restrictions or limitations at the Terminal may be obtained on written application to the Terminal Operator.

- 10.5 Stowage of cargo must conform to the British Standard for the applicable cargo in question and/or Good Stow Guides for the applicable cargo as may be published by the Terminal Operator from time to time and which may be made available on request. All cargo must be pre-slung, with accompanying bearers (where applicable) to facilitate re-delivery by the Terminal Operator. Lifting slings must be compliant with accredited industry standards and clearly labelled in English with either EU or UK certification and matching labels. Bagged bulk cargo must be transported in suitable bulk bags with each bulk bag having 4 (four) handling loops, each labelled to British Lifting Standards. In the event that the Terminal Operator (acting reasonably) considers that such bulk bags are unsuitable or not appropriately labelled, then the cargo shall be deemed 'unsound' and the provisions of these Terms and Conditions relating to unsound cargo shall apply.
- 10.6 In the event of the vessel not discharging the entirety of its cargo the Shipowner must supply to the agents, a complete stowage plan and details of which hatches are to be discharged.

11. WORKING PERIODS

- 11.1 The Services may be performed or provided during the working periods (except for Bank or other National Holidays) for the applicable Terminal indicated in Schedule 2, unless otherwise agreed between the Terminal Operator and the Shipowner or Cargo Owner.
- 11.2 Work performed or provided at the request of a Shipowner or Cargo Owner during Overtime Periods or on Bank or other National Holidays or otherwise outside the Basic Working Periods indicated in Schedule 2 (including work performed or provided during work periods which commence before but cease on or which commence on but cease after the said Holidays) will be at the Terminal Operator's discretion, and subject to additional charges as specified by the Terminal Operator from time to time. However, no work will be performed on Christmas Day, Boxing Day and New Year's Day.
- 11.3 In the context of these Terms and Conditions, Bank and other National Holidays shall be deemed to commence at 0700 hours on the relevant Bank or National Holiday and be of 24 hours duration.

12. PROVISION AND USE OF GEAR, ETC. AND INDEMNITY

- 12.1 The Shipowner shall (if required) permit the Company the full use of all lighting, cranes, gantries, winches, derricks, runners and tackle on the vessel and shall supply full power therefor and for lighting at all times without charge. The Shipowner shall provide all necessary standing and running gear, hatch and winch tents, gear and dunnage.
- 12.2 The Shipowner warrants:
- 12.2.1 that all the equipment and gear referred to in Clause 12.1 shall be maintained in class, and in good and safe working order by the Shipowner, and before work commences the Shipowner shall produce to the Company a current (and valid) certificate of test for such equipment and gear showing the same meets the requirements of class and any statute, order or regulation then in force within the United Kingdom.
- 12.2.2 the certified handling/lifting capacity of the vessel's equipment and gear is in

all respects accurate and tested in accordance with class and/or regulatory requirements.

- 12.3 To the extent that the equipment and gear referred to in Clause 12.1 is not available to the Company or is not maintained or certified in the manner specified in Clause 12.2, the Company shall be at liberty at its discretion and subject to availability to supply the same at the expense of the Shipowner in accordance with the Company's standard rates current from time to time.
- 12.4 The Shipowner shall indemnify the Company (including its employees, servants, agents and sub-contractors) against any loss, liability, claims, costs (including legal costs), expenses, fines, or penalties whatsoever (including pure financial losses and liabilities) in relation to any accident or incident howsoever arising out of or caused or contributed to by any defect, breakdown, or other shortcoming in the equipment or gear referred to in Clause 12.1 (and even if contributed to by the negligence of the Company, its employees, servants, agents and sub-contractors) , or arising out of any inaccuracy, mis-description or misrepresentation as to its handling/lifting capacity or other deviation from its specification, certification or required standard.

13. TIME LOST

- 13.1 Where labour has been arranged by the Terminal Operator in reliance on the vessel's final E.T.A. given to the Terminal Operator pursuant to Clause 10 or in compliance with the Shipowner's request that work should commence at or finish before a particular time, and time is lost consequent on a vessel's late arrival or non arrival at the Berth or due to material delays attributable to the Shipowner or to adverse weather, then the period of working time with labour standing by will be charged for as specified in Clauses 13.3 and 13.4.
- 13.2 Notice of cancellation of shipwork labour previously arranged by the Terminal Operator in reliance on the vessel's final E.T.A. given to the Terminal Operator pursuant to Clause 10, or in compliance with the Shipowner's request that work should commence at or finish before a particular time: (a) for any working period for which an overtime charge is payable - must be received by the Terminal Operator not later than 1200 hours on the normal working day, Monday to Friday inclusive (Bank/National Holidays excepted), next preceding the day for which such labour has been arranged, (b) for any other working period - must be received by the Terminal Operator not later than 24 hours before the start of the working period for which labour has been arranged. If such notice is not duly received, then the relevant overtime charge and/or, at the Company's discretion, charge for lost time will remain payable in full by the Shipowner.
- 13.3 Time lost shall be deemed to commence at the time for which labour has been arranged and to cease when a vessel is safely secured at its intended berth and ready to work, or, if later, on the termination of the period for which labour has been arranged; and the time lost calculated thereby shall be charged to the Shipowner at the rates specified by the Terminal Operator from time to time.
- 13.4 Time lost or work delayed due to adverse weather or material delays attributable to the Shipowner or the Cargo Owner, their respective servants agents or independent contractors (other than the Terminal Operator) shall also be charged to the Shipowner or the Cargo Owner, as appropriate, at the rates specified by the Terminal Operator from time to time. The Shipowner or the Cargo Owner, as appropriate, shall not be

liable to pay for time lost or work delayed if the time lost or work delayed is due to breakdown of the Terminal Operator's plant or equipment or labour disputes between the Terminal Operator and its employees but if labour is ordered for a working period referred to in Clause 13.2 any additional charge payable thereby shall nonetheless continue to be payable despite such breakdown or dispute.

14. ACCURACY OF PARTICULARS OF CARGO AND THE SHIPOWNERS' AND CARGO OWNERS' RESPONSIBILITIES

- 14.1 The Shipowner or the Cargo Owner, as appropriate, shall be deemed to warrant the accuracy of all descriptions values weights, piece count, leading marks and other particulars of any goods supplied to the Terminal Operator for any purpose whatsoever or marked thereon in relation to the Services and shall indemnify the Terminal Operator against all proceeding claims expenses and pecuniary penalties that the Terminal Operator may suffer or incur as a result of any inaccuracy or omission therein.
- 14.2 The Cargo Owner shall ensure that (a) approval from the relevant Regulatory Authority for import goods have been obtained prior to seeking delivery thereof, and that (b) all goods sent to the Terminal Operator for export are accompanied by a National Standard Shipping Note stating the gross weight of each consignment. Weights must be verified before despatching goods to the Terminal Operator and, if the gross weight is omitted on the National Standard Shipping Note, it will be taken as instruction to the Terminal Operator for the goods to be weighed at the Terminal at the expense of the Cargo Owner.
- 14.3 The Terminal Operator will not be responsible for the accuracy of the weighbridge (if applicable) or for any error in entering on its records or reports the weight of any goods weighed. The Cargo Owners' representative in charge of the goods shall examine the weight records or reports and ascertain that it gives the correct weight as shown by the scale of the weighbridge.
- 14.5 The Shipowner or the Cargo Owner further warrant that:
- 14.5.1 their employees (and those of any agents, contractors or subcontractors) are properly trained and competent to perform any roles or functions assigned to them including in relation to the giving of any instructions or information howsoever such may be given (e.g. orally, in writing, or electronically), and that such persons have full authority to give such instructions or provide such information.
- 14.5.2 neither they, their employees, nor their any agents or sub-contractors and their respective employees will, whilst on or near the Dock Estate: (a) use any devices which transmit radio signals or attempt to block radio signals (including, without limitation, GPS); (b) interfere with any systems, communication links and equipment or computer hardware and software; (c) use or attempt to use any devices or software to gain access to unauthorised data and information without the prior written consent of the Terminal Operator (save in relation to the use of marine band and radar radio frequencies),

and will indemnify the Terminal Operator against all losses, damages, costs, expenses, fines and pecuniary penalties that the Terminal Operator, or its servants or agents acting

may incur as a result of any breach of the warranties in Clauses 14.5.1.and 14.5.2.

15. HAZARDOUS CARGOES AND ENVIRONMENTAL

- 15.1 The Owners must comply with the Merchant Shipping (Dangerous Goods and Pollutants) Regulations 1997 (as may be amended or substituted from time to time), and no goods of a dangerous hazardous poisonous tainted infested or contaminated nature including but without prejudice to the generality of the foregoing those enumerated in the IMDG Code as applicable from time to time will be handled by the Terminal Operator except with the consent of the Terminal Operator and then only in accordance with any conditions prescribed by the Terminal Operator and in accordance with the statutory and the Terminal Operator's directions regulations and byelaws governing the handling of such goods. All extra costs charges and expenses incurred by the Terminal Operator in handling goods of a dangerous hazardous poisonous tainted infested or contaminated nature shall be repaid by the Shipowner of the vessel on which they were or were to be consigned.
- 15.2 The Cargo Owner shall be responsible for and shall indemnify the Terminal Operator against all injury, loss or damage however and whenever caused and against all claims whatsoever made against the Terminal Operator for which they may be or become liable in respect of death or injury to persons or loss of or damage to property or delay arising out of, caused or contributed to by a failure to comply with the conditions, directions, codes and regulations referred to in Clause 15.1.
- 15.3. The Terminal Operator shall be entitled to take all such reasonable measures as it considers in its absolute discretion necessary or desirable to prevent or reduce any possible nuisance or environmental or safety hazard which may be created by or result from the handling or storing of cargo, and may levy charges to the Owner in respect of the cost of such measures.

16. DOCUMENTATION

- 16.1 Every order for the delivery of goods shall be e-mailed to the Terminal Operator by or on behalf of the Cargo Owner and must detail such relevant information as the Terminal Operator may require in accordance with its normal custom and practice, including but not limited to the vessel's name, the port of loading and bill of lading number, the quantity and description of goods, the delivery order number and such other information as the Terminal Operator may reasonably request. The party sending the email shall be deemed to have been duly authorised for and on behalf of the Cargo Owner.
- 16.2 All manifests, stowage plans, documents of title, details of discharge rotation, vessel structure plan, estimated cargo temperature, vessel fumigation records, and instructions and orders concerning the cargo must be emailed by the Shipowner or Cargo Owner to the Terminal Operator not less than 72 hours (excluding Bank or other National Holidays) before the relevant Service is required to be or is to be performed or provided. The issuance of an email is to be treated as representing the authority on behalf of the party it was issued.
- 16.3 Where requested to do so by the Terminal Operator, the master or owner of every vessel discharging or loading cargo must supply to the Terminal Operator the following documents confirming the quantity of cargo discharged or loaded in the

Terminal and the days upon which discharging or loading took place:

- (a) bills of lading or cargo manifest (indicating the weight of cargo and details of the shippers, consignees and freight payers); and
 - (b) statement of facts.
- 16.4 Where the quantity of cargo discharged does not match that shown on the relevant bill of lading, then a certified discrepancy report (including details of supporting surveys etc.) shall be provided by the Terminal Operator at the request and expense of the Owners.
- 16.5 The documents described above must be supplied by the Owner, master, or the appointed agent, to the Terminal Operator within two working days of the day upon which the vessel completes discharging or loading as appropriate. The documents must be submitted (as PDF-format attachments) via e-mail to the Terminal Operator.
- 16.6 Any tally of goods prepared by the Terminal Operator in connection with the loading or discharging of any vessel or vehicle or railway wagon shall be the property of the Terminal Operator which shall not be under any obligation to disclose such document to any other party. The accuracy of any document based whether wholly or partially upon such tallies shall not be presumed by any other party unless and until such accuracy is confirmed by email by the Terminal Operator in respect of the document in question.
- 16.7 The Terminal Operator's outturn reports showing the quantity of goods delivered and any damage thereto shall be deemed to be the quantity and condition of the cargo landed. Such reports (together with daily working reports) shall be issued by the Terminal Operator at its discretion subject to the Terminal Operator being able to validate the outturn and the Owners having complied with their undertakings and responsibilities hereunder with respect to the cargo (including but not limited to those under Clauses 7.2 and Clause 14, and the cargo not being unsound for handling purposes, and there being no bad or collapsed stowage and/or damaged cargo). Such reports will be issued as soon as practicable. Subject to the foregoing, the Cargo Owner may request the Company in writing to provide an indication of outturn for a vessel within 10 working days of such vessel completing discharge at the Terminal.
- 16.8 In respect of "rip and tip" bagged cargo (i.e. bagged bulk cargo that on delivery to warehouse is bled from bags into bulk store) the Terminal Operator will record in its outturn reports the quantity of bags landed only, save as provided in Clause 16.9 below, and will not record the weight of bags/cargo nor have any liability for any alleged short landing of cargo based on manifested (or other) cargo weight figures.
- 16.9 The Terminal Operator may upon written request of the Cargo Owner weigh rip and tip cargo via shoreside weighing facilities where available and adjacent to the discharge location to determine the outturn weight of the cargo, provided the Cargo Owner agrees to pay the cost of the same. In such circumstances, any liability of the Terminal Operator in relation to the determined outturn weight of cargo shall be subject (in addition to Clause 27 (Limitation of Liability) of these Terms and Conditions) to the dockage provisions contained in Clause 26 of the Standard Terms and Conditions for Bulk Cargo Handling Terminals operated by Members of Peel

Ports Group.

- 16.10 It is the Terminal Operator's practice to invoice against manifested cargo volumes, and to subsequently to credit or raise additional invoice(s) to take account of any adjustments once the final cargo outturn is determined.

17. HAULIER'S DUTY TO SET DOWN GOODS

The Cargo Owner or his haulier shall be responsible for setting down the goods on the quay when permission is given therefor by the Company. The Terminal Operator may at its discretion provide assistance to the Cargo Owner or haulier at no expense to the Cargo Owner or the haulier and thus the Terminal Operator shall not be responsible for any loss of or damage to the goods or the vehicle or its equipment of whatsoever nature howsoever caused (including where caused by the negligence of the Company, its servants, agents or independent contractors) arising out of or in connection with such assistance as aforesaid and the Terminal Operator shall be indemnified by the Cargo Owner against such loss or damage.

18. DELIVERY OF GOODS

- 18.1 No goods shall be available for delivery by the Terminal Operator until such time as H.M. Revenue & Customs clearance has been obtained in respect thereof. The Cargo Owner shall be responsible for the clearance of goods with H.M. Revenue & Customs.
- 18.2 The Terminal Operator's normal practice is to deliver goods according to the principal or leading mark specified in the Bill of Lading.
- 18.3 Goods will not be delivered by the Terminal Operator without production of a delivery order issued by, or on behalf of, the Shipowner in his usual form authorising such delivery and in the case of sub-orders issued by or on behalf of the Cargo Owner named in the original delivery order and being in a form satisfactory to the Terminal Operator and authorising such delivery. If any delivery order or document of title is lost, or there is any irregularity, the Terminal Operator will not deliver the goods until it is satisfied that the person or party claiming delivery is entitled to delivery and against an indemnity by a bond or otherwise as the Terminal Operator may require by or on behalf of the person taking delivery of the goods. For the avoidance of doubt, documentary matters arising between the Shipowner and the Cargo Owner in relation to the Shipowner's agreement to permit delivery of the goods to the Cargo Owner against the relevant Bill of Lading or otherwise (e.g. via the issue of the Shipowner's delivery order to the Terminal Operator) are not the responsibility or interest of the Terminal Operator, and the Terminal Operator shall have no liability whatsoever in relation to the same.
- 18.4 The Terminal Operator may by not less than 48 hours written notice given to the Cargo Owner require the removal of goods stored at the Berth within the period specified in the notice, after expiry of which time the goods may at the sole risk and expense of the Cargo Owner thereof be disposed of in such manner as the Terminal Operator shall see fit and without any responsibility whatsoever on the part of the Terminal Operator in respect of any loss or damage sustained by the said Cargo Owner arising out of or in consequence of such disposal.
- 18.5 Cargo Owners requiring delivery of goods from the Berth must make arrangements for delivery with the Terminal Operator before 1500 hours on the working day prior to delivery (Monday to Friday).

18.6 In respect of any working period for which the Terminal Operator's employees are engaged for the purpose of delivering goods, the Terminal Operator shall be at liberty to charge the Cargo Owner (in addition to the normal delivery charges in respect thereof) an additional sum in respect of any part of that working period when the Terminal Operator's said employees are not employed for the said purpose or for the purpose of undertaking any other cargo handling services as defined herein. Such sum shall only be chargeable with effect from the end of the fifth working day after the day when the discharge of the vessel from which the goods were landed is completed, and shall be limited to the amount of the whole of the payments made to the Terminal Operator's said employees in respect of that part of the working period when they are not so employed, together with a sum equal to the reasonable expense of such employment and of the mechanical appliances used or to be used (or in the case of mechanical appliances on hire, if it be greater, the actual cost of hiring such mechanical appliances) including reasonable administrative expenses and overheads.

19. TEMPERATURE CONTROLLED STORES AND COOL STORES

- 19.1 The following additional conditions are applicable to goods stored in any Terminal Operator's temperature- controlled stores and cool stores subject to the availability of the same at the Terminal.
- 19.2 The Terminal Operator will not accept goods that require any special treatment unless by prior agreement with the Terminal Operator and then only if the goods are accompanied by written instructions. Cargo Owners requiring special treatment for any goods must specify in the written instructions exactly what treatment is required. The Terminal Operator will not be liable for any damage caused to the goods from following such instructions.
- 19.3 Goods shall be presented in good and wholesome condition, and in the form and at such temperature as may be required by statute or any relevant regulations.
- 19.4 Goods which in the reasonable opinion of the Terminal Operator appear either not to be in good and wholesome condition or to be likely to cause personal injury or damage to other Goods or property, must be removed by the Cargo Owner forthwith on receipt of notice requiring the same.
- 19.6 If speedy removal is required to mitigate such damage, the Terminal Operator may at the Cargo Owner's expense and risk arrange for alternative storage or disposal or, if appropriate, destruction of such Goods. The Cargo Owner will be liable to the Terminal Operator for, and shall indemnify the Company in respect of, all claims against and damage, cost and expenses suffered or incurred by the Terminal Operator in consequence of the condition of the Cargo Owner's Goods.
- 19.7 When goods are presented to the Terminal Operator for storage, it shall be entitled to open packages to ascertain whether or not there exists any deficiency in the goods.
- 19.8 If as a result of the presence or handling of the Cargo Owner's goods the Terminal Operator incurs any expenses in complying with the Prevention of Damage by Pests Act 1949 (or any statutory amendment to or replacement thereof), or in complying with any other statutory duties or with EU laws imposed from time to time in relation to the goods, then the Terminal Operator shall be entitled to recover from the Cargo Owner the expense incurred in complying with the said statutory or regulatory duties.

20. DEMURRAGE CHARGES IN RELATION TO ROAD TRAFFIC

- 20.1 Any appointment made with the owner of a vehicle or with the Cargo Owner or their respective employees servants or agents for the receipt from vehicle of goods for shipment, or for the delivery of goods to vehicle, at any particular time or within a particular interval of time shall (notwithstanding any representation made by any servant or agent of the Company) be construed merely as the anticipated time when the goods may be received or delivered and shall not oblige the Terminal Operator to accept such goods (nor refrain from accepting other goods) at that time nor determine the order in which vehicles may unload or load.
- 20.2 No liability shall attach to the Terminal Operator in consequence of any failure to permit the loading or unloading of any vehicle at or within a particular time or interval of time, including the time or interval of time referred to in Clause 20.1, notwithstanding any representation made by any servant or agent of the Company, including any such representation made at the time of the making of an appointment, or at any time before or thereafter which may occur, and the Cargo Owner shall release and indemnify the Terminal Operator from and against such liability.

21. RAIL TRAFFIC AND INDEMNITY

- 21.1 No goods shall be sent from or forward to the Dock Estate by rail unless and until the necessary arrangements have been made with both the Terminal Operator and the Rail Operator.
- 21.2 A standard shipping note, and (where appropriate) Dangerous Goods Note and/or Dangerous Goods Packing Certificate, must be lodged with the Terminal Operator in respect of goods forwarded to the Dock Estate by rail for the performance or provision of cargo handling services not later than the arrival of the rail wagons conveying such goods.
- 21.3 All goods carried by rail and passing over any Terminal Operator's railway lines on the Dock Estate shall be liable to a further charge as may be specified from time to time by the Terminal Operator, such charge being payable by the Cargo Owner.
- 21.4 The Terminal Operator shall not be responsible to any Rail Operator for any loss or damage of whatsoever nature of or to or any demurrage charges in respect of railway wagons and sheets ropes chains or other similar fittings therefor howsoever caused and the Cargo Owner shall be responsible for and indemnify the Terminal Operator against such loss, damage or charges.

22. H.M. REVENUE & CUSTOMS, BORDER FORCE ETC – REGULATIONS AND CHARGES

- 22.1 The Cargo Owner or Shipowner (as applicable) shall adhere to all HMRC and Border Force Temporary Storage regulations (issued by the NFAU). Accordingly, the Cargo Owner or Shipowner (or their agent) shall ensure that all import and export cargo is inventory linked via MCP Destin8. For the avoidance of doubt, no cargo shall be released from the Temporary Storage area without the relevant customs authority from HMRC.
- 22.2 No extra charges will be raised for routine Customs examination of goods carried out in situ at the Berth at which the goods are discharge/received. However, additional charges will be made if the goods are stored in ISO containers or moved to another

location, or if H.M. Customs order a more extensive or thorough examination for any reason, including use of a scanning machine.

23. CHECK WEIGHING

The Terminal Operator reserves the right to check the weight of any goods at the expense of the Shipowner of the vessel on which the same were or are to be shipped.

24. NON-SHIPMENT OF GOODS

24.1 The receiving by the Terminal Operator for and on behalf of the Shipowner of goods for shipment does not imply that such goods will be shipped. The acceptance or refusal of goods for shipment is the responsibility of the Shipowner concerned, for whom the Terminal Operator accepts such goods as agent.

24.2 Where goods are not shipped, the Shipowner shall pay to the Terminal Operator such reasonable sum as the Terminal Operator shall determine in relation to the work performed by the Terminal Operator or in connection with the redelivery of such goods to the Cargo Owner who shall take delivery of the goods at the part of the Dock Estate at which they are lying but the Terminal Operator shall be at liberty nevertheless to transfer such goods at the expense of the Shipowner to another location if in the opinion of the Terminal Operator such goods could otherwise cause congestion at their existing location and to delay or decline to perform the work of redelivery until the reasonable sum aforesaid shall have been paid to them.

25. COVERED ACCOMMODATION AND SHEETING

25.1 If the Shipowner or the Cargo Owner requests the Terminal Operator to provide sheeting or covered accommodation for weather sensitive commodities (all together referred to herein as "Dry Cargo") then the Terminal Operator shall provide subject to availability such sheeting or covered accommodation provided that the Shipowner or the Cargo Owner has notified the Terminal Operator in writing between 0800/1600 hours Monday to Friday inclusive (excluding Bank and other National holidays) and at least 72 hours (excluding weekends) before cargo handling services commence in respect of the vessel on which the Dry Cargo is carried. Where covered accommodation for Dry Cargo is requested but is not available at the Berth at which such cargo was discharged from a Vessel, the Terminal Operator may at its discretion:

- (i) transfer such cargo to covered accommodation at another Berth - in which event the costs associated with such transfer shall be charged to the Shipowner or Cargo Owner, as appropriate, or
- (ii) sheet such cargo,

but in the case of paper products, panel products, tin plate and cold-rolled steel it will be the normal practice to provide undercover storage accommodation whether or not such accommodation is requested by the Shipowner.

25.2 Without prejudice to the generality of Clause 25 hereof, no responsibility shall attach to the Terminal Operator as a result of its performing or not performing the services of sheeting or providing covered accommodation for Dry Cargo other than panel products, tin plate and cold-rolled steel, unless any loss or damage resulting therefrom is caused solely by the negligence of the Company, its servants, agents or independent contractors.

- 25.3 Any extra charge specified by the Terminal Operator in respect of the provision of sheeting or covered accommodation for Dry Cargo other than panel products, tin plate and cold-rolled steel, shall be paid by the Shipowner or the Cargo Owner requesting such sheeting or covered accommodation.
- 25.4 Subject to Clause 25.1, the Cargo Owner warrants that the goods require for their safekeeping no special protection arising from vulnerability to heat, cold, salt, moisture, pilferage or proximity to other goods or from inflammability, but will remain safe if left standing in the open on the Dock Estate.

26. PROTECTION OF TERMINAL OPERATOR, SERVANTS ETC.

- 26.1 The Shipowner for a vessel which it is intended to sail to or from a Berth shall be the agent of the Terminal Operator for the purposes of agreeing with the Cargo Owners and shippers in his usual contract of carriage to exempt or limit the liability inter alia of the Terminal Operator its servants, agents and sub-contractors whether as his agent(s) sub-bailee(s) stevedore(s) or independent contractor(s) or otherwise howsoever.
- 26.2 The Shipowner shall, in his bills of lading, shipping notes and notices to shippers regarding conditions for carriage or receiving, use his best endeavours to provide that whether or not the Terminal Operator is acting solely for the Shipowner:-
- (i) the Terminal Operator shall have the benefit of all provisions therein exempting or limiting the liability of the Shipowner;
 - (ii) the law governing such provisions so far as relating to the Terminal Operator shall be English Law determined by English Courts; and
 - (iii) such provisions so far as relating to the Terminal Operator shall be applicable to the period that goods are at or on the Dock Estate or a vessel thereat.

If such bills of Lading, shipping notes or notices to shippers do not so provide then the Shipowner shall, without prejudice to any other rights of the Terminal Operator herein, indemnify the Terminal Operator against all proceedings claims and expenses (including legal costs on a full indemnity basis) arising out of or consequent on the failure of such bills of lading, shipping notes or notices to shippers so to provide.

27. LIMITATION OF LIABILITY

- 27.1 The Terminal Operator shall only be liable under these Terms and Conditions for physical loss of or damage to any vessel or other property of the Shipowner or to any goods or other property of the Cargo Owner and such liability will only apply to physical loss or damage to the extent that such loss or damage exceeds £150 per occurrence or incident and is limited to occurrences proved to be caused solely by the negligence of the Terminal Operator or its employees acting in the course of their employment during the performance or provision of cargo handling services hereunder provided that:-
- 27.1.1 The Terminal Operator's liability in respect of physical loss or damage to any vessel of the Shipowner shall not exceed £1,000,000 per occurrence.
- 27.1.2 The Terminal Operator's liability in respect of physical loss or damage to goods shall not exceed a maximum amount of £1.20 per kilo of gross weight of the goods lost or damaged but shall not in any event exceed an aggregate

amount of £150,000 per occurrence or incident.

- 27.1.3 In relation to goods received for delivery or otherwise handled by the Company, the Terminal Operator shall not be liable to the Cargo Owner nor to the Shipowner as bailee of the goods for (i) any misdelivery due to misleading or faint markings or absence of markings or (ii) any loss or damage arising from defects in the goods or the packaging thereof.
- 27.1.4 The Terminal Operator shall be freed and discharged from all liability in respect of any physical loss or damage to any vessel or goods or equipment or any other matter or thing unless notification of a claim in respect of such loss or damage be made in writing (otherwise than upon any of the Terminal Operator's documents) to the Terminal Operator within 30 days of the occurrence causing such loss or damage or from which such loss or damage arose (so as to enable the Terminal Operator to forthwith commence investigations into the alleged loss or damage) and the amount of the said loss or damage be submitted in writing to the Terminal Operator within six months after the said occurrence.
- 27.1.5 In the case of latent physical loss or damage to goods the Terminal Operator shall be discharged from all liability unless notice of such loss or damage and the particular nature thereof has been given to the Terminal Operator immediately after the Cargo Owner has been notified of or become aware of or should reasonably have become aware of such loss or damage but in any event not later than 40 days after the loading or discharging of the goods by the Terminal Operator or 14 days after delivery of the goods to final consignee whichever shall be the earlier.
- 27.1.6 The Terminal Operator shall in any event be freed and discharged from all liability for any loss or damage to any vessel, goods or equipment or any other matter or thing unless suit is brought within twelve months of the said occurrence. In the case of loss of or damage to any vessel or any other property of the Shipowner, the Shipowner shall grant full and reasonable facilities to the Terminal Operator to survey all such loss or damage.
- 27.1.7 Notwithstanding the above, the Terminal Operator shall have the right in any circumstances to elect or to rely on (in the alternative) any relevant statutory provisions providing for limitation or exclusion of liability.
- 27.1.8 Notwithstanding the foregoing provisions, in the event that the Master or Cargo Owner, or their respective representative, agent or surveyor is of the opinion that the Terminal Operator has caused damage in respect of any steel goods (such as but not limited to hot/cold rolled coil, upright coil, plates, sheets, pipes/tubes, D-Bar, scaffolding, rebar, billets, beams, hollow sections, wire rod and wire rod in coil), during the discharge or other cargo handling operations of such goods, such Master or Cargo Agent, or their respective representative, agent or surveyor must notify the Terminal Operator in writing at the latest at the end of each working day, giving full particulars of the alleged damage and the Terminal Operator must be given the opportunity for its representative and/or appointed surveyor to inspect such damage prior to delivery taking place.

27.2 The Terminal Operator accepts no liability for any claim made against them for damage to steel goods which has not been notified to the Terminal Operator in the manner set out above. The Terminal Operator will not consider any claim for damage to steel goods which has not been notified and recorded upon the Terminal Operator's delivery receipt prior to such goods leaving the Terminal Operator's care, custody and control.

27.3 Whilst the Terminal Operator will use its best endeavours to collect and bind at the Berth any loose pieces of Timber Cargo, and other goods as appropriate, according to mark and will deliver the same to consignee, the Terminal Operator shall not be liable for any loss or damage whatsoever arising out of or consequent on such collection and binding.

The Terminal Operator shall be under no obligation to rebind such loose goods to a greater standard than is deemed by the Terminal Operator to be reasonable for the safe onward transportation of such goods and in particular the Terminal Operator shall not be required to rebind to the same standard as the goods were in when originally bound.

27.4 For the avoidance of doubt it is hereby declared that the Terminal Operator's liability in respect of any physical loss or damage whether in contract or in tort shall not extend outside the minimum and maximum limits specified in Clause 27.1 and that the Shipowner and or the Cargo Owner whichever to be at the discretion of the Terminal Operator will indemnify the Terminal Operator against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under this Clause so far as the amounts so claimed are outside the exclusions or limits prescribed in Clause 27.1.

27.5 Save as expressly provided by Clauses 27.1 and 27.2, the Terminal Operator shall not be responsible for any loss or damage whatsoever of or to any vessel or any other property of a Shipowner or of or to goods or any other property of a Cargo Owner howsoever caused or arising, and in particular, the Terminal Operator shall not be liable for pure financial or economic losses (unconnected to physical damage to any vessel, goods or other property) arising out of the performance or non-performance of its contractual undertakings, or in negligence, or arising out of delay to any vessel or goods, nor for indirect or consequential loss or damage including any claims for loss

28. INDEMNITY

The Shipowner or Cargo Owner as the case may be shall be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever arising from the use of or the presence of his vessel or goods at the Terminal and will indemnify the Terminal Operator against all proceedings and claims by third parties and expenses incidental thereto (including legal costs on a full indemnity basis) arising out of such use or presence or of any act neglect or default of the master of the vessel or the Shipowner or Cargo Owner their respective contractors agents or servants or of any inherent quality or defect of any goods on the Dock Estate or on the vessel.

29. PROTECTION OF TERMINAL OPERATOR'S SERVANTS AND AGENTS

The employees, servants, agents and subcontractors of the Terminal Operator shall be entitled to the benefit of all provisions herein which exclude or restrict liability of any kind. The Terminal Operator in undertaking the Services does so on its own behalf and as agent for all its employees, servants and agents and subcontractors.

30. SECURITY

- 30.1 The Shipowner shall take all reasonable steps to ensure the security of the vessel berthing at the Terminal.
- 30.2 The provision of any security services or anti-terrorist measures in respect of each vessel shall be the responsibility of the Shipowner.
- 30.3 The Owners their servants, agents and independent contractors shall comply with all directions and requirements concerning security measures in relation to any areas designated as a Restricted Area ("RA"), Restricted Zone ("RZ") or Controlled Zone ("CZ") set up pursuant to the Security Regulations (and comprising part or all of the Terminal and/or other property of the Terminal Operator).

In addition, the Owners shall comply with all reasonable instructions given by the Terminal Operator for the proper operation and security of any such RA/RZ/CZ.

- 30.4 The Owners shall comply in every respect with the Security Regulations, and in particular the Owners shall at all times comply fully with any Terminal Security Plan and any other such Plan approved from time to time by relevant regulatory or governmental body relating to the Terminal and/or any other property of the Terminal Operator adjacent thereto.
- 30.5 The Terminal Operator's charges include port security costs appropriate to the Security Regulations. In the event that the level of security threat in the Terminal increases at any time thereafter, the Terminal Operator reserves the right to then charge the Owners an additional charge proportional to the increase in port security costs incurred by the Terminal Operator in relation to the Services performed or provided by the Terminal Operator hereunder.

31. CHARGES

- 31.1 The charges for the Services are those specified from time to time by the Terminal Operator and are (subject as hereinafter provided) payable by the Shipowner or (where agreed) the Cargo Owner on demand unless otherwise agreed by the Terminal Operator without reduction or deferment on account of any claim counterclaim or set off. Charges and dues published or otherwise quoted by the Terminal Operator are exclusive of Value Added Tax. Where such tax or any other tax substituted for it is payable, the same shall be paid by the Owner, to the Terminal Operator.
- 31.2 Interest at the rate of 4 percentum above the then prevailing NatWest Bank Base Rate calculated on a day to day basis (or in the election of the Terminal Operator statutory interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998) will be payable on the charges aforesaid remaining unpaid one calendar month after delivery of the Terminal Operator's account. Delivery of the account will be deemed to have been made two days after mailing. Notwithstanding the foregoing the Terminal Operator reserves the right to require a deposit of 80% of the estimated total charges

for the Services to be performed or provided before the commencement of the Services and which deposit shall be payable on demand and failing receipt of which the Services will not be commenced.

- 31.3 The charges aforesaid are in addition to ship dues and goods dues as defined by the Harbours Act 1964 (or any statutory modification or re-enactment thereof), or such other port specific statute, statutory instrument or order entitling such or similar charges to be levied), together with charges levied by the Terminal Operator for services and facilities such as but not limited to pilotage, line handling, towage of ship's waste reception.
- 31.4 The charges for cargo handling services specified by the Terminal Operator from time to time cover the provision of such of the services as are specified by the Terminal Operator in relation thereto (other than the provision of plant gear and equipment except as expressly stated) where the cargo is sound cargo under normal conditions on a normal vessel such that a reasonable rate of receiving loading or discharging in relation to that particular vessel or cargo is achievable PROVIDED that where time is lost for any reason referred to in Clause 14 hereof such time shall in addition be charged in accordance with the rates specified by the Terminal Operator from time to time.
- 31.5 Any Services (including, but without prejudice to the generality of the foregoing, the provision of all plant gear and equipment) not specified by the Terminal Operator shall be a Special Service, the provision of which shall be at the discretion of the Terminal Operator. Special Services shall be charged for in accordance with the rates specified by the Terminal Operator from time to time and be in addition to the rates per tonne specified by the Terminal Operator from time to time.
- 31.6 Where cargo is not sound cargo able to be worked under normal conditions on a normal vessel or, at the discretion of the Terminal Operator, for any other reason such that a reasonable rate of receiving loading or discharging is not achievable, and in such regard the Terminal Operator by reason of its specialised knowledge shall be the sole arbiter, then the rates per tonne specified from time to time by the Terminal Operator shall not be applicable but shall be substituted by the rates specified by the Terminal Operator from time to time.
- 31.7 Save as may otherwise be agreed by Special Agreement, in relation to the storage of any quantity of cargo that the Cargo Owner has failed to remove from a Berth or Storage Facility upon the Terminal Operator's request to do so, the Terminal Operator shall in its absolute discretion be entitled to levy appropriate charges relative the value of unused but "blocked" space in the storage area caused by the presence of such cargo, preventing or limiting capacity for storage of third party cargoes.

32. RENT CHARGES AND REMOVAL OF GOODS

- 32.1 Rent charges in respect of goods situate at the Berth shall be paid to the Terminal Operator as and when incurred, in accordance with the general rules regulations and tariffs of the Terminal Operator in regard to Quay Rent and Special Rent as applicable from time to time, as published by the Terminal Operator.
- 32.2 The Terminal Operator reserves the right on giving 7 days' prior notice to the Cargo Owner to remove goods that are on the quay or in the transit sheds at the Berth to a longer term storage area within the Dock Estate. Such general rules regulations and

tariffs shall apply to such removal and storage and any costs incurred by the Terminal Operator in relation to or arising out of such removal and storage shall be paid by the Cargo Owner.

- 32.3 Subject to anything to the contrary stated therein, to the extent that rent charges are covered by any Special Agreement with the Owner, upon the expiry of any relevant special periods of storage and corresponding tariffs applying to the goods (or upon termination of any Special Agreement or expiry of any notice period covering a Special Agreement) the Terminal Operator's general rules, regulations and tariffs will thereafter apply.

33. LIEN ON GOODS AND VESSELS

- 33.1 The Terminal Operator shall have a general and particular lien over goods and vessels in respect of any charges due to the Terminal Operator from time to time, and shall be entitled to refuse to allow cargo discharged from a vessel, to leave the Terminal until (i) all charges claimed by the Terminal Operator for the Services whether in relation to that cargo (whenever performed) or to other cargo of the Cargo Owner have been paid or secured to the satisfaction of the Company, and (ii) security to the satisfaction of the Terminal Operator has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Cargo Owner of that cargo (whether or not such claims arise in relation to that cargo or any other cargo of the Cargo Owner).
- 33.2 Without prejudice to other rights of the Terminal Operator (including under the Torts (Interference with Goods) Act 1977), if any such lien is not satisfied within one calendar month after notice has been given to the Shipowner or Cargo Owner as appropriate that such cargo is detained, it may be sold by auction or otherwise disposed of by the Terminal Operator and at the expense of the Shipowner or Cargo Owner as appropriate and the proceeds applied in or towards satisfaction of such lien.
- 33.3 The Terminal Operator shall be entitled to refuse to allow a vessel to leave the Terminal until:- (a) all charges claimed by the Terminal Operator for cargo handling services whether in relation to that vessel or to any other vessel of the relevant Shipowner have been paid or secured to the satisfaction of the Terminal Operator, and (b) security to the satisfaction of the Terminal Operator has been given in relation to claims for indemnity pursuant to these Terms and Conditions against the Shipowner (whether or not such claims arise in relation to that or any other vessel of the Shipowner).

34. BILL OF LADING

- 34.1 The Shipowner for a vessel which it is intended to sail to or from a Berth shall be the agent of the Terminal Operator for the purposes of agreeing with the Cargo Owners in his usual contract of carriage to exempt or limit the liability inter alia of the Terminal Operator whether as agent sub-bailee stevedore or independent contractor or otherwise howsoever.
- 34.2 The Shipowner shall, in his Bills of Lading, Shipping Notes and Notices to Shippers regarding conditions for carriage or receiving, use his best endeavours to provide that whether or not the Terminal Operator is acting solely for the Shipowner;-
- (a) the Terminal Operator shall have the benefit of all provisions therein exempting or limiting the liability of the Shipowner,

- (b) the law governing such provisions so far as relating to the Terminal Operator shall be English Law determined by English Courts, and
- (c) such provisions so far as relating to the Terminal Operator shall be applicable to the period that goods are at or on the Dock Estate or a vessel thereat,

Provided that nothing herein shall prevent the Company, at its discretion, from being the principal of the Shipowner in relation to provisions exempting or limiting liability, where the relevant law and Courts are not English Law and English Courts respectively.

The Terminal Operator hereby accepts the benefit of such provisions and appoints the Shipowner as the Terminal Operator's agent for the purpose of entering into the contracts of carriage evidenced by the Bill of Lading and the Shipping Note.

If such Bills of Lading, Shipping Notes or Notices to Shippers do not so provide then the Shipowner shall, without prejudice to any other rights of the Terminal Operator herein, indemnify the Terminal Operator against all proceedings claims and expenses (including legal costs on a full indemnity basis) arising out of or consequent on the failure of such Bills of Lading, Shipping Notes or Notices to Shippers so to provide.

35. BYELAWS AND REGULATIONS

Use of Berths and or Services described herein shall be subject to such Statutes Byelaws Regulations and Directions of the Terminal Operator (or Statutory Harbour Authority as applicable) as may be in force from time to time, and to any published charges, tariffs or suchlike as published by the Terminal Operator from time to time.

36. RELATIONSHIP TO SPECIAL AGREEMENTS

These Terms and Conditions are supplemental to any Special Agreement made between the Terminal Operator and any other party relating to the Services except insofar as is expressly excluded thereby or inconsistent therewith.

37. AUDIT

37.1 The Terminal Operator reserves the right, upon the giving of reasonable notice to the vessel's master, the Owner or its agent to require the production of, and to receive, view and / or copy, any relevant document or material within that party's reasonable control that demonstrates and evidences the quantum or movement of any cargo or other throughput that may be received, loaded, discharged, stored or otherwise handled within the Terminal. Such documentation and materials shall be provided to the Terminal Operator upon request, without charge and during Terminal Operator normal working hours.

37.2 The Terminal Operator also reserves the right and shall be entitled for any reasonable purpose (including but not limited to audit, retrospective review of procedures, claims investigation, compliance analysis etc.) to review any recordings, data, reports, measurements produced from equipment under the control of any party and used to load, discharge or store and monitor cargo e.g. including but not limited to CCTV / ANPR etc.

38. DATA PROTECTION

The Terminal Operator may collect and process information relating to the Cargo Owner or Shipowner in accordance with the privacy notice which is available on the Website. Each Party agrees to comply with their respective obligations under the Data Protection Legislation.

39. VARIATION OF CONDITIONS

39.1 The foregoing conditions may be altered or varied at any time and from time to time in such respects and in such manner as the Terminal Operator may consider desirable.

39.2 These Terms and Conditions are to be read in conjunction with any Special Agreement. Any variation to these Terms and Conditions must be agreed in writing by the Terminal Operator prior to the vessel's nomination for discharge or loading at the Berth.

40. JURISDICTION

40.1 All claims under these Terms and Conditions shall be determined according to the Laws of England by the English Courts to the exclusion of the jurisdiction of the courts of any other country.

40.2 Where these Terms and Conditions are silent on the rights and liabilities of the Terminal Operator and or Shipowner or Cargo Owner, these shall be determined according to the Laws of England as aforesaid.

41. MISCELLANEOUS

41.1 Vessel Restrictions and Information

See Schedule 2

41.2 Opening & Closing Hatches

The Shipowner shall (at its own cost and expense) be responsible for the costs of opening and closing hatches.

41.3 Vessel Lights & Crew Overtime

All vessels are to give free use of lights and crew members overtime as required for the discharge of the cargo. The Shipowner shall provide adequate lighting at all times for the safe working of vessels, which adequacy the Terminal Operator shall determine for the purpose of allowing cargo or vessel operations to proceed and/or continue.

41.4 Gangways

The Shipowner is responsible for ensuring that any gangways are positioned close to the vessel clear of the stevedoring operations, that there is a safe means of access to and egress from the vessel at all times, and for the provision of safety nets as necessary.

41.5 Derricks

The Shipowner, except in respect of a gearless vessel, is responsible for ensuring that

derricks and cranes are positioned so as to avoid any contact with the cranes belonging to the Terminal Operator.

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Maritime Centre
Port of Liverpool L21 1LA

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ANNEXES

Annexe "A": Services - Normal Services

Part I The service of Loading

Part II The service of Discharging

Part III The service of Receiving

Part IV The service of Delivery

Annexe "B": Services - Special Services

ANNEXE "A"

SERVICES

PART I (LOADING)

The service of LOADING will normally consist of:-

- (a) The slinging of cargo and taking from quay, shed, road vehicle, rail (where facilities allow) or craft to ship's side, loading and stowing in vessel's cargo space or deck.
- (b) The provision of all necessary and appropriate non-specialist gear and equipment not otherwise prescribed in Clause 12 hereof, excluding protective overalls and equipment for special cargoes.
- (c) The provision of forklift trucks (up to seven tonnes S.W.L. capacity) on the quay for the taking of cargo to ship's side for loading.
- (d) Laying of dunnage, as necessary, excluding the laying of floors/beds.
- (e) The provision of managerial, supervisory and administrative staff.

PART II (DISCHARGING)

The service of DISCHARGING will normally consist of:-

- (a) Unstowing in vessel's cargo space or deck, slinging and discharging of cargo to ship's rail.
- (b) The provision of all necessary and appropriate non-specialised gear and equipment not otherwise prescribed in Clause 12 hereof, excluding protective overalls and equipment for special cargoes.
- (c) The provision of the customary out-turn reports after delivery of all the vessel's cargo from the quay (if required).
- (d) The provision of managerial, supervisory and administrative staff.

ANNEXE "A"

SERVICES

PART III (RECEIVING)

The service of RECEIVING may vary in accordance with the Shipowners or Cargo Owners requirements but will normally include the following:-

- (a) The provision of the following documentation:-
 - (i) Daily Tonnage Returns
 - (ii) Final Tonnage Details
 - (iii) Special Cargo Lists
 - (iv) Stowage Plans
- (b) The processing of the following documentation:-
 - (i) National Standard Shipping Notes
 - (ii) Wharfinger's Receipts
 - (c) The receiving of cargo from road vehicle or rail wagon (where facilities allow) and taking to quay or shed.
 - (d) The provision of fork lift trucks (up to seven tonnes S.W.L. capacity) for the receiving of cargo to quay or shed.

Note:

- (i) The Service will be in respect of a fixed receiving period for outward cargo to be agreed between the Shipowner and the Company.
- (ii) Shut-out cargo which is subsequently redelivered shall be subject to additional charges, as provided under Clause 24.2 hereof.

PART IV (DELIVERY)

The service of DELIVERY/MASTER PORTERAGE will normally consist of:-

- (a) The receiving of cargo from the discharge tackle to the quay or transit shed.
- (b) The delivery of cargo from the discharge tackle direct to waiting road vehicle, rail wagon (where facilities allow) or overside to craft.
- (c) The stowing of cargo on the quay (unless otherwise specified).
- (d) The delivery of cargo from the quay or transit shed to road vehicle, rail (where facilities allow) or craft.
- (e) The provision of forklift trucks (up to seven tonnes S.W.L. capacity) on the quay for the cargo handling services specified above.

ANNEXE "B"

SERVICES

SPECIAL SERVICES

Where Special Services as referred to in Clause 31.5 are provided or performed by the Company in connection with the handling of goods, an additional charge will be payable as specified by the Company from time to time. Such Special Services shall include, inter alia:

- (a) Use of forklift trucks in excess of 7 tonnes S.W.L. capacity, whether on the vessel or on the quay.
- (b) Use of mobile cranes whether on the vessel or on the quay.
- (c) Use of specialist gear and equipment (including clothing).
- (d) Provision of documentation not otherwise specified in Annexe "A".
- (e) Receiving outward cargo before the start of the allowed receiving period.
- (f) Laying of floors and beds.
- (g) Handling unsound cargo.
- (h) Coopering (collecting and binding) goods for onward transportation purposes, to the extent that the quantity of such coopering is in excess of the limited amount which the Company deems may reasonably be required whilst handling such cargo under normal conditions.
- (i) Transferring cargo from one Berth or location (such as but not limited to the Euro Rail Terminal situate at Royal Seaforth Dock) to another Berth or location.
- (j) Provision of any other operations or services not listed in Annexe "A", which are requested by the Shipowner or Cargo Owner and which the Company is able and willing to provide.
- (k) Redelivering goods to coaster, for transshipment.
- (l) Receiving goods from road vehicle to quay for subsequent re-delivery to road, rail or container.

SCHEDULE 1

TIMBER AND GENERAL CARGO TERMINALS OPERATED BY PEEL PORTS GROUP

LIVERPOOL

The Mersey Docks and Harbour Company Limited
Maritime Centre
Port of Liverpool
L21 1LA
Company No. 07438262

MANCHESTER

The Manchester Ship Canal Company Limited
Maritime Centre
Port of Liverpool
L21 1LA
Company Number No. 07438096

CLYDEPORT

Clydeport Operations Limited
16 Robertson Street
Glasgow
G2 8DS
Company No. SC134759

SHEERNESS

Port of Sheerness Limited
Maritime Centre
Port of Liverpool
L21 1LA
Company No. 02639118

GREAT YARMOUTH

Great Yarmouth Port Company Ltd
Vanguard House
South Beach Parade
Great Yarmouth
Norfolk
NR30 3GY
Company No. 05971330

HEYSHAM

Heysham Port Limited
Maritime Centre
Port of Liverpool
L21 1LA
Company No. 02447563

PEEL PORTS LOGISTICS LIMITED

Maritime Centre
Port of Liverpool
L21 1LA
Company No. 04006089

SCHEDULE 2A

LIVERPOOL (INCLUDING BIRKENHEAD)

I. CONTACT DETAILS

OPERATIONAL ENQUIRIES:

Steel Terminal

Tel: 0151-949 6073 + 6440+ 6356

General

0151 949 6207

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Marine Operations Manager

0151 949 6222

Group Marine Planners

0151 949 6154

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

Peel Ports Group (Liverpool)

0151 949 6000

II. TERMINAL WORKING TIMES

Basic Working Periods

(i) Loading/discharging (shipwork)

0700-1900 hours Monday to Friday inclusive (Midweek Periods)

(ii) Receiving/delivery (other cargo handling services)

0800-1700 hours Monday to Friday (excluding Bank and National Holidays):
(Midweek Periods)

Overtime Periods

(i) Loading/discharging (shipwork)

0700 hours Saturday to 0700 hours Monday

Note:

(1) Shipwork performed at the request of a Shipowner or Cargo Owner for more than 8 consecutive hours between 0700 hours Monday and 0700 hours Saturday (except on Bank and other National Holidays), will be subject to

additional charges as specified by the Company from time to time - subject to a minimum charge of 4 hours per gang.

- (2) Work performed at the request of a Shipowner or Cargo Owner outside the Midweek Periods specified (except on Bank and other National Holidays), will be subject to additional charges as specified by the Company from time to time - subject to a minimum charge of 4 hours per gang.
- (3) Work performed at the request of a Shipowner or Cargo Owner on Bank and other National Holidays (i.e. between 0700 hours on a Bank or other National Holiday and 0700 hours the following day), will be subject to additional charges as specified by the Company from time to time - subject to a minimum charge of 8 hours per gang.
- (4) Work may at the discretion of the Terminal Operator be carried out at the request of the Owner on Bank and other National Holidays.

III. VESSEL RESTRICTIONS AND INFORMATION

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides, pilotage etc.) will be provided by the Terminal Operator upon written request of the Shipowner/its agent.

See above Contact Details.

IV. SPECIAL PROVISIONS

SCHEDULE 2B

MANCHESTER SHIP CANAL

I. CONTACT DETAILS

OPERATIONAL ENQUIRIES:

01928 508 581 + 593 or 0151 949 6371

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Harbour Master's Department: 0151 949 6145

Port Operations Control Centre: 0151 327 4638

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

Peel Ports Group (Liverpool): 0151 949 6000

Marine Commercial 0151 949 6222

II. TERMINAL WORKING TIMES

Basic Working Periods

(i) Loading/discharging (shipwork)

0700 to 1700 hours Monday to Friday inclusive

(ii) Receiving/delivery

0700 to 1600 hours Monday to Friday inclusive

Overtime Periods

(i) Loading/discharging (shipwork)

1700 to 1900 hours Monday to Friday inclusive

0700 to 1700 hours Saturday

0700 to 1700 hours Sunday

(ii) Receiving/delivery

1600 to 1900 Monday to Friday inclusive

Work may at the discretion of the Terminal Operator be carried out at the request of the Owner on Bank and other National Holidays.

No work is undertaken on Christmas Day, Boxing Day and New Year's Day.

III. VESSEL RESTRICTIONS AND INFORMATION

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides,

pilotage etc.) will be provided by the Terminal Operator upon written request of the shipowner/its agent.

See above Contact Details.

SCHEDULE 2C

CLYDEPORT

I. CONTACT DETAILS

OPERATIONAL ENQUIRIES:

0141 745 7402 or 0141 221 8733

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Marine Operations Manager: 01475 586317

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

0141 221 8733

II. TERMINAL WORKING TIMES

Monday- Friday 0800-1700

III. VESSEL RESTRICTIONS AND INFORMATION

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides, pilotage etc.) will be provided by the Terminal Operator upon written request of the Shipowner/its agent.

See above Contact Details.

SCHEDULE 2D

LONDON MEDWAY (SHEERNESS)

I. CONTACT DETAILS

OPERATIONAL ENQUIRIES:

01795 596596

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Marine Operations Manager:
01795 596331

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

01795 596596

II. TERMINAL WORKING TIMES

Basic Working Periods

- (i) Loading/discharging (shipwork)
0600 hours to 1800 hours (Monday to Friday)
- (ii) Receiving/delivery
0600-1700 hours (Monday to Friday)

Overtime Periods

- (i) Loading/discharging (shipwork)
1800 hours to 0600 hours (Monday to Friday)
Weekend Working – Saturday to Monday
- (ii) Receiving/delivery
1700-0600 (Monday to Friday)
Weekend Working – Saturday to Monday

III. VESSEL RESTRICTIONS AND INFORMATION

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides, pilotage etc.) will be provided by the Terminal Operator upon written request of the Shipowner/its agent.

See above Contact Details.

SCHEDULE 2E
GREAT YARMOUTH

I. CONTACT DETAILS

OPERATIONAL ENQUIRIES:

01493 335500

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Marine Operations Manager:

01493 335529

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

01493 335509 or 01493 335500

II. TERMINAL WORKING TIMES

Monday- Friday 0800-1700

III. VESSEL RESTRICTIONS AND INFORMATION

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides, pilotage etc.) will be provided by the Terminal Operator upon written request of the Shipowner/its agent.

See above Contact Details

SCHEDULE 2F

HEYSHAM

IV. CONTACT DETAILS

OPERATIONAL ENQUIRIES:

0152 486 8305

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Marine Operations Manager:

0151 949 6222

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

Peel Ports Group (Liverpool): 0151 949 6000

Marine Commercial 0151 949 6222

V. TERMINAL WORKING TIMES

- (a) Shipwork (loading/discharging cargo)

0700 - 1900 hours Monday to Friday inclusive (Midweek Periods) 0700 hours Saturday to 0700 hours Monday (Weekend Periods)

- (b) Other cargo handling services (including receiving/delivering cargo)

0800 - 1700 hours Monday to Friday inclusive (Midweek Periods)

No work is undertaken on Christmas Day, Boxing Day and New Year's Day.

VI. VESSEL RESTRICTIONS AND INFORMATION

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides, pilotage etc.) will be provided by the Terminal Operator upon written request of the Shipowner/its agent.

See above Contact Details

SCHEDULE 2G

PEEL PORTS LOGISTICS (ELLESMERE PORT)

VII. **CONTACT DETAILS**

OPERATIONAL ENQUIRIES:

Vikki Whitfield (Operations Director)

vwhitfield@peelportslogistics.com

0151 355 6006

ARRANGEMENTS FOR BERTHING & UNBERTHING OF VESSELS:

Marine Operations Manager:

Andy Buchanan (Agency Manager)

agency@peelportslogistics.com

0151 355 6006

INFORMATION ON CHARGES & GENERAL ENQUIRIES:

Nigel Kent (Head of Commercial)

enquiries@peelportslogistics.com

0151 355 6006

TERMINAL WORKING TIMES

Weekdays (Monday to Friday - 7am-5pm)

Weekends – at request (subject to availability and charges).

VIII. **VESSEL RESTRICTIONS AND INFORMATION**

Information (e.g. in relation to draft restrictions, acceptable vessel dimensions, tides, pilotage etc.) will be provided by the Terminal Operator upon written request of the Shipowner/its agent.

See above Contact Details