



TERMS & CONDITIONS

RELATING TO THE HIRE OF A MOBILE CRANE OR OTHER PLANT / EQUIPMENT

FROM MEMBERS OF PEEL PORTS GROUP

June 2022

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1. A person ("the Applicant") wishing to hire a Mobile Crane, including the Company's Liebherr Cranes ("the Crane") and other related equipment (for example mafi-trailers and tug-masters) or other plant or equipment owned or operated by a member of the Peel Ports Group as listed in Clause 18 ("the Company"), (such Crane, related equipment/vehicles, and other plant and equipment being collectively referred to hereinafter as "the Equipment"), shall make application to the Company on the prescribed form, copies of which can be obtained as detailed below.

2. An application for the hire of the Equipment shall be made where possible 10 working days before and in any event not less than 24 hours (excluding Saturday, Sunday, Bank and other National Holidays) before the Equipment is required by the Applicant. The Company does not guarantee the availability of the Equipment which is subject to the operational requirements of the Company from time to time.

3. All Equipment hired by the Applicant shall be subject to these Terms and Conditions.

4. The Equipment may in an emergency or other special circumstance be taken from the Applicant for use elsewhere and no liability whatsoever shall attach to the Company in respect thereof.

5.1 Unless otherwise expressly agreed in writing, the Company will not provide any labour in connection with the use of the Equipment except the driver of the Crane, and where the Company is also the stevedore, Port Operations Workers. The Applicant may alternatively use its own driver who shall be fully qualified and covered by the Applicant's insurances. The driver of the Crane (whether provided by the Company or the Applicant), and any of the Company's Port Operations Workers engaged with the Equipment, including drivers of such other Equipment as the Company may have agreed in writing to supply, shall be deemed to be the servant and under the complete control of the Applicant and acting subject to the Applicant's lawful instructions for all purposes. The Applicant shall not cause or permit any person other than the Applicant to have the use of the Equipment. The Applicant shall not require any driver of the Crane or other Equipment or other employee of the Company to act in such a way as to endanger themselves, or any other persons or property.

5.2 The Applicant or his Principal must provide all necessary tackle (including beams, slings, chains, ropes and shackles) for attaching to the Crane the article to be lifted, and all labour for preparing, fixing and unfixing such tackle. Subject to availability, grabs for use with the Crane may be provided by the Company upon request.

6. The Applicant shall not cause or permit the Crane to be loaded beyond the safe working load as marked or indicated thereon. The Applicant is in all cases deemed to have actual knowledge of the safe working load of the Crane. In the event of a dispute as to the weight of a lift, the weight recorded on the Crane's weight meter shall be deemed to be the actual weight of the lift.

7. The Applicant shall comply with the provisions of the Health and Safety at Work etc. Act 1974 (other than the provisions relating to the construction, examination or maintenance of the Equipment or of any tackle belonging to and used with the permission of the Company) or any Regulations or Orders made thereunder and similar legislation/regulation in relation to workplace safety including but not limited to the Management of Health and Safety at Work Regulations 1999, and the Safety in Docks: Approved Code of Practice ("ACOP L148") and shall indemnify the Company against any claim, including any costs relating thereto, and against any costs and expenses incurred by the Company in connection with any loss, injury or damage alleged to be attributable to any contravention of the said legislation and regulations. .

8. The Company shall not be responsible for, and the Applicant shall indemnify the Company in respect of any claim (including any costs relating thereto) and/or any costs and expenses incurred by the Company in connection with any claim for loss (including consequential loss), injury (including death) or damage attributable to the negligent operation of the Equipment while under hire to the Applicant, and/or in respect of act, neglect or default of any driver of the Crane or other Equipment (whether provided by the Company or the Applicant) or of any other servant or employee of the Company engaged for the time being in connection with the Equipment, or to any delay arising from any failure or breakdown of the Equipment or in supplying the

Equipment at the time appointed.

9. Any damage done to the Equipment or other property of the Company by reason of the use of the Equipment shall be made good at the expense of the Applicant, and the Applicant shall indemnify the Company in respect of the same, save that this indemnity shall not apply to any claim for damage done to the Equipment or other property of the Company attributable to any act, neglect or default of any driver of the Crane or other Equipment (when supplied by the Company) or of any other servant or employee of the Company engaged for the time being in connection therewith, where such act, neglect or default is the sole cause of the said damage, and arises outside the scope of, or is in breach of the Applicant's lawful instructions to the driver, in accordance with the provisions of Clause 5.1.

10. Use of the Equipment outside the Company's docks shall be subject to these Terms and Conditions unless the Company specifies otherwise in writing.

11. The rates for the hire of the Equipment ("Hire Charges") are available upon making the application for hire and are chargeable for each application for hire whether the Equipment is used or not. An Applicant will not be permitted to retain the Equipment beyond the agreed finishing time except with the written permission of the Company's relevant Terminal Manager or relevant Operations Manager (for the purpose hereof, the term "relevant Terminal Manager" and "relevant Operations Manager" shall be deemed to include his Assistants). An Applicant who books time in excess of that required will be liable to charges for the excess time whether used or not.

12. Payment of the Hire Charges shall be payable by the Applicant on demand unless otherwise agreed, without deduction or deferment on account of any claim, counterclaim or set-off. Interest at the rate of 4% above the prevailing Bank of Scotland base rate is payable on charges remaining unpaid twenty-eight days after the date of the Company's invoice, or in the election of the Company, statutory interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Company in its discretion shall be entitled to require a deposit from the Applicant of up to 100% of the Hire Charges. In addition the Company reserves the right to defer or cancel hire of the Equipment if the Hire Charges have not been paid.

13. Unless otherwise stated to the contrary by the Company, the rates quoted by the Company for the hire of the Equipment shall include the cost of any electricity, petrol or other fuel consumed by the Equipment.

14.1 The Company shall have no liability for any consequential or indirect loss whatsoever.

14.2 Further, the Company shall have no liability for losses (even if such losses are determined to be direct losses) arising out of delay, lost profits, loss of use, loss of market and business interruption, demurrage costs, or the costs of alternative supply.

14.3. The Company's limit of liability arising hereunder (save in relation to personal injury or death) shall in no circumstances exceed the total Hire Charges payable by the Applicant.

15. Except where inconsistent with these Terms and Conditions the Company's relevant terms and conditions for handling applicable cargo in force from time to time shall apply in relation to the hire of the Equipment and attention is drawn to the exclusions and limitations of liability therein.

16. The hire of the Equipment is personal to the Applicant, and the Applicant has no right to sub-contract, to assign, or otherwise permit third party use of the Equipment. Any rights under the Third Party (Rights of Third Parties) Act 1999 are expressly excluded.

17. The Company may collect and process information relating to the Applicant in accordance with the privacy notice which is available on the Peel Ports Group website. Each party agrees to comply with their respective obligations under the Data Protection Legislation. For the purpose of this Clause 17, "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 herein shall, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation.

18. Members of the Peel Ports Group which are subject to these Terms and Conditions are:

- i. **Liverpool:** The Mersey Docks and Harbour Company Limited, Maritime Centre, Port of Liverpool, L21 1LA. Company No. 07438262.
- ii. **Manchester:** The Manchester Ship Canal Company Limited, Maritime Centre, Port of Liverpool, L21 1LA. Company Number No. 07438096
- iii. **Clydeport:** Clydeport Operations Limited, 16 Robertson Street, Glasgow, G2 8DS. Company No. SC134759
- iv. **Sheerness:** Port of Sheerness Limited, Maritime Centre, Port of Liverpool, L21 1LA. Company No. 02639118
- v. **Great Yarmouth:** Great Yarmouth Port Company Limited, Maritime Centre, Port of Liverpool, L21 1LA. Company No. 05971330
- vi. **Peel Ports Logistics:** Maritime Centre, Port of Liverpool, L21 1LA. Company No. 04006089

19. Copies of the prescribed forms referred to in Clause 1 can be obtained from Company's relevant Terminal Manager or Operations Manager.

20. Any claims arising in relation to the hire of Equipment under these Terms and Conditions shall be governed by English law, and shall be referred to the exclusive jurisdiction of the English Courts. Where these Terms and Conditions are silent on the rights and liabilities of any parties, these shall be determined according to English law as aforesaid.

June 2022

PEEL PORTS GROUP

APPLICATION FOR USE OF MOBILE CRANES AND OTHER EQUIPMENT

Please sign this form and return it to _____ ("the Company") retaining for yourself a duplicate copy.

(insert name of Applicant) _____ of

(insert address of Applicant) _____

("the Applicant") hereby applies for the hire of the mobile crane(s) and other equipment listed below ("the Equipment") from _____ hours on _____ 20__ to _____ hours on _____ 20__ for the purposes of receiving*/loading*/discharging*/delivering* cargoes of _____ to/from* _____ OR [the vessel _____ berthed at _____]* in the Port operated by the Company, upon the Terms and Conditions attached hereto.

Crane/Equipment:

Driver – to be supplied by the Company : Yes / No

We confirm that we have received a copy of the Terms and Conditions to which this Application refers.

Signed by: _____ Date: _____
for and on behalf of the Applicant

* *delete as appropriate*