

## Holyhead Port Charges 2024 and standard terms of business



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## **Section 1 – General Definitions**

**Harbour Dues.** Applicable to vessels upon each entry into Harbour Limits. One payment covers the first 7 days a vessel is in port. Subsequent weeks, or part thereof, are charged at 50% of the published tariff.

**GT/GRT.** Means Gross Tons/Gross Tonnage as defined by the International Convention on the Tonnage Measurement of Ships (1969). In the case of unregistered vessels, the Port shall at its discretion estimate a GT figure for the application of any GT-based charges

**Berth Dues.** Applicable to all vessels calling alongside quays, piers and terminals and for anchoring within the Harbour under the control of Stena Line Ports Ltd. Third Party Operators of terminals, pontoons, marinas and mooring areas, leased from the Harbour Authority, will charge their own berth dues.

**Day.** Means a period of 24 hours, starting from midnight, or any part thereof. Out of Hours will differ between operational requirements and are detailed further in this document.

**Cargo Dues.** Charged for the transfer of cargo, between ships or between ship and shore, but do not include stevedoring and other ancillary charges.

**Pilotage Dues.** Applicable to all vessels using the services of an authorised pilot in piloting a vessel, inward or outward and for shifts inside the Harbour. Pilot Boarding/Landing fees are charged separately.

**Environmental Charge.** An environmental charge is applicable to all non-exempt vessels entering the port. The dues are for the general provision of waste handling and waste management.

**Bunkering Charge.** A bunkering charge is applicable to all vessels bunkering within the port. A bunkering charge is not made when the fuel transferred is subject to cargo dues.

**Port Services.** All other charges for services, provided by the Port are listed under Port Services.

**Standard Terms of Business.** Standard terms of business comprise Sections 1-8 of this document.

**Competent Authority.** Any supranational, national, regional, local or municipal government or regulatory authority, body, agency, court, ministry, inspectorate or department, or any official, public or statutory person or body, police, customs or port authority, in each case acting in accordance with its or their statutory or legal authority in any jurisdiction having authority over the Customer / the Port or having responsibility for the regulation or governance of any aspect of the performance of these Conditions and/or the Port and/or any activities carried out at the Port.

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

Customs Charges. All customs and excise duties, import VAT, taxes, fines, charges, penalties, levies, imposts and outlays of whatsoever nature imposed or demanded by any Competent Authority including HM Revenue & Customs and Border Force UK.

Customs Clearance Forms. Such forms or documents as may be stipulated by HM Revenue & Customs from time to time as being proper evidence of customs clearance.

## Section 2 - Harbour Dues

Harbour Dues are payable on entry into the Port and cover a period of up to 7 days. Subsequent 7 day periods, or part thereof, are charged at 50% of initial Harbour Dues.

(Leisure craft, small fishing boats and visiting fishing boats using the, Marina and Mooring areas pay Harbour Dues through separate lease agreements and may not be subject to additional Harbour Dues)

Vessel Type	Price per GRT	Min Charge
Cruise Ships	£0.12	
Conventional / Cargo Vessels	£0.25	
Tankers	£0.45	£1,612
Tugs / Supply Vessels / Survey Vessels / Offshore Wind Turbine Support vessels	£0.71	£352
Offshore Renewable Craft (Jack up Rigs and Barges)	£0.76	£1,233
Unspecified Vessels	On Application	
Vessel Type	Price per Meter	Min Charge
Registered Fishing Vessels	£3.19	£74

## Section 3 – Berth & Passenger Dues

The charges below are per day unless stated otherwise. Subsequent daily rates are 50% of the first day's rate

Vessel Type A	Price per GT	Minimum Charge/additional Information
Ferry/Cruise Ship	£0.23	Maximum of 18 hours. After which, conventional rates apply.
Conventional / Cargo Vessel	£0.85	
Tanker (Including bunker barges)	£0.58	£676
Jack-up Rig	£0.83	£1,233
Deep Water Jetty - Type A vessels	Rates as above but subject to minimum £2,160	
Cruise Ship Passenger Landing Fee	£1.30	Per passenger disembarked
Vessel Type B	Price per Meter	Min Charge
Tugs / Supply Vessels / Survey Vessels / Offshore Wind Turbine Support vessels	£6.97	£352
Registered Fishing Vessels under 3 hours	Under 20m/ Over 20m	£94/£135
Registered Fishing Vessels over 3 hours	£4.21/Meter/Day	£162
Deep Water Jetty – Type B Vessels	Rates as above but subject to minimum £1,080	

### **Anchorage**

Anchoring is not permitted within the fairways or within or adjacent to leased areas without special permission from the Harbour Master.

In all other non-leased areas, the charge is £0.19 per GT

Jacking up / Taking aground surcharge £0.19 per GT

### **Ferry terminals**

Lay over charge for route vessels £5670 per day, or part thereof, when slot times are not being utilised.

### **Soldiers Quay.**

On application.

## Section 4 - Cargo and other Dues

<b>Cargo and other Dues</b>	<b>Price</b>	<b>Additional information</b>
Cargo Dues – general	On Application	Clean bulk cargoes and Project cargoes.
Cargo Dues - Bunker (Ship/Barge)	£2.35 per MT	
Bunkers Surcharge (Road Tanker)	£209.11	Covers 1-5 road tankers per time. Double for 6 or more.
Environmental up to 3000 Tonnes GRT	£58.85	Less Exempt vessels
Environmental 3000+ Tonnes GRT	£86.40	Less Exempt vessels
Non-hazardous Waste Skip	£295	8 or 14 yard closed skip
International Catering Waste Skip	£378	
Oils/Rags/Filters Waste Skips (Per IBC)	£550	
Paints/Solvents Waste Skips (Per IBC)	£660	
Public Quay General Waste Charge	£6.46 per Bin Bag	Minimum Charge £68
Sludge (by road taker)	POA	
Pipeline Storage per meter	£2.18	Per meter per week
Stevedoring Costs	On Application	



## Section 5 - Pilotage Dues

Pilotage is compulsory for all commercial non-exempt vessels over 40 metres in length (including tug and tows), and trawlers over 47 metres in length.

Dues are set in accordance with Section 10 (d) of the Pilotage Act 1987 'Charging by authorities'.

### **Pilotage Areas**

All port areas and berths per entry and per departure.

Vessel GRT		Dues
Min	Max	Pilotage all areas
0	1,999	£791
2,000	4,999	£863
5,000	9,999	£991
10,000	19,999	£1,574
20,000	29,999	£1,796
30,000	39,999	£1,941
40,000	49,999	£2,156
50,000	59,999	£2,285
60,000	And above	£2,422

When determined at the sole discretion of the Harbour Master (in consultation with the Senior Pilot) that a second pilot is required this will be charged at the full rate.

### **Pilot Boarding/Landing by pilot boat**

Pilot Launch and crew	£275	On each occasion a pilot is boarded or landed to/from a vessel by pilot launch at sea or alongside. No charge will be incurred if a pilot boards/ disembarks by gangway.
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## **Additional Pilotage Costs**

<b>Item</b>	<b>Cost</b>	<b>Additional Information</b>
Shift in Berth	£474	For all occasions on which a vessel is required to move along a berth and requires the service of a pilot. (No lines Ashore)
Pilot minimum notice (24 hours)		If the minimum notice indicated is not given, then the Port will not guarantee a pilot service at the time requested.
Departure / Arrival minimum notice 07:00 – 19:00 (3 hours)		If the minimum notice above is not adhered to the Port will not guarantee a pilot service at the time requested, an additional surcharge not exceeding £205 may also be added to the applicable rate. A maximum of two time alterations for inbound/outbound is allowed thereafter the charge indicated is payable.
Departure / Arrival minimum notice 19:00 – 07:00 (6 hours)		
Pilot Attendance Cancellations Inbound / Outbound	£243	For each occasion on which a Pilot is booked, but the booking is subsequently amended or cancelled with less than 2 hours' notice by day, 6 by night, the charge indicated shall be payable.
Pilot Attendance Detention		If a pilot is detained longer than 2 hours after indicated departure booking, the charge indicated shall be payable per hour (or part thereof) thereafter. If a Pilot remains on board, either an inward vessel or vessel that has navigated within the Port, due to either a request/direction to remain on board, or because there is no safe means for the Pilot to disembark, the charge indicated shall be payable from the time that the vessel is all fast until the pilot has disembarked safely.
Pilot Attendance Compulsory vessels	£487	Where a vessel subject to compulsory Pilotage, manoeuvres with no Pilot in attendance, a surcharge will apply. This is, in addition to the relevant Pilotage rate.
Pilot Attendance Cancellations Outbound		For each occasion on which a Pilot has boarded and the booking is subsequently amended or cancelled, the charge indicated shall be payable.

<b>Pilot Exemption Certification</b>		
<b>Service</b>	<b>Price</b>	<b>Additional Information</b>
Examination and Issue	£271	
Revalidation 5 Years	£142	
Annual Renewal		
Replacement lost Certificate		
Amendments		
Check Rides	£197	Per hour/Min 2 hours
Pilot Exempt Vessels	£112	Vessels entering the harbour with a Master holding a Pilotage Exemption Certificate will be subjected to the charge indicated.

### **Payment of Charges**

If charges incurred are not paid within one month from date of invoice, the following increases shall be made payable:

<b>Period</b>	<b>% Increase</b>
1 month	5 %
2 Months	10 %
3 Months	15 %
4 Months	20%
5 Months	30 %

### **Objections**

Any objection to the above charges may be made pursuant to Section 10 (b) of the Pilotage Act 1987.

## Section 6 – Towage and Tug Charges

The Port has one Damen 19m 24tonne bollard pull tug, the St. David.

**All business carried out under the UK Standard Conditions for Towage and other services (1986).** Contact Port Control for voyage or time charters under BIMCO (2008) terms.

All Commercial towage in excess of 40 meters is subject to compulsory pilotage, unless stated otherwise by the Harbour Master or his deputy.

### Hourly rates. Tug Assistance

GT of Vessel		Hourly Rates for assistance inwards, outwards and shifting berth. Minimum charge 2 hours	
Min	Max	Mon – Fri 08:00 – 20:00	Mon – Fri 20:00 – 08:00 Bank Holidays and Weekends
0	1,999	£397	£584
2,000	9,999	£922	£1,382
10,000	59,999	£1,492	£2,238
60,000	And above	£2042	£3,064
Non-Routine Towage Operations will be charged as above plus an additional 20 %			

### Orders, Cancellations and Detention prior to Service.

Service	Price	Additional information
6 hours minimum notice	£475	If orders are received and accepted with less than 6 hours' notice, Stena Line Ports reserves the right to charge a short notice fee.
Minimum 4 hours' notice Cancellation 07:00 – 19:00		If order is cancelled or amended with more than 4 hours' notice – no charge. Cancellation or amendments with less than 4 hours' notice will incur an additional fee.
Detention Prior to service commencing	£541	Per Hour. When the harbour tug is in attendance and the towage service does not commence within 30 minutes a charge will be levied, calculated from the intended service time until the time the towage service commences.

**Other work/Non - Towage rates.**

<b>General Harbour Work within Holyhead</b>		
<b>Service</b>	<b>Mon – Fri 08:00 – 20:00</b>	<b>Mon – Fri 20:00 – 08:00 Bank Holidays and weekends</b>
Hourly rate up to 6 hours, minimum charge 2 hours	£396	£595
An alternative 12 hour hire 2 man	£3,618	£5,428
3 <sup>rd</sup> man if required (as defined by Harbour Master)	£48 per hour Minimum 6 hours	£70 per hour Minimum 6 hours
<b>General Work Outside Holyhead</b>		
<b>Service</b>	<b>Mon – Fri 08:00 – 20:00</b>	<b>Mon – Fri 20:00 – 08:00 Bank Holidays and weekends</b>
Hourly rate up to 6 hours, minimum charge 2 hours	£499 plus fuel	£750 plus fuel
An alternative 12 hour hire 2 man	£3,947 plus fuel	£5,920 plus fuel
3 <sup>rd</sup> /4 <sup>th</sup> man if required (as defined by Harbour Master)	£48 per hour Minimum 6 hours	£70 per hour Minimum 6 hours

**Please note** that bookings for Tug provision over weekends should be made by 12:00 hours on the preceding Friday. Requests made after this time may create difficulties in providing crew and bookings cannot be guaranteed. Cancellation charges will apply as indicated on page 12.

## Section 7 – Port Services

Service	08:00 - 20:00	20:00 - 08:00
Mooring Gang	Under 100m LOA £200 Over 100m LOA £400	Under 100m LOA £350 Over 100m LOA £650
Water	£5.02 per Tonne + £65 stopcock charge Minimum £106	
Gangway hire/Shifting	£307 (per day)	£460 (Day 1 then standard day rate)
Crane Hire	£107 per hour (Min 2 hours)	£159 per hour (Min 2 hours)
Launch Hire	£275 per hour (Min 2 hours)	
Fender Hire	£108 per fender per day	
Fender Deployment	£338	£507
Fork Lift Hire	£81 per hour (min 2 hours)	£135 per hour (min 2 hours)
Berth Plan	£540	
Security watch	£560	If additional security is requested or required by the Port to meet ISPS requirements
Security hut and/or fencing	£150	Per day plus £250 installation/dismantling cost.
Transfer Coach/Bus	£350	Per day 2 free per cruise vessel call
Minibus	£50	Per use for crew transfer Max £150/day

## **Storage Charges**

All requests through Port Control.

Bulk and project cargo storage, short- or long-term, available upon request.

Trailers (Full or Empty)

- A. 2 Free Days inclusive of day of receipt.
- B. Day 2\* to Day 4 - £ 10 Per Day or part of
- C. Day 4 onwards -£ 20 Per Day or part of

\*A trailer that has exceeded its 2 free storage days may be shunted by the port to another location in the Port to free up space within the Salt Island trailer park, an additional shunting charge will be applied of £50 per shunt.

## Section 8 – Conditions

Conditions relating to Provision of Port Services by:  
Stena Line Ports Limited and Stena Line Limited

### 1. Definitions

In these Conditions:

“The Company” means Stena Line Ports Limited or Stena Line Limited (whichever is providing the services) and includes, unless the context otherwise requires, its sub-contractors, agents and employees:

“the Customer” means the contracting party for which services are provided by the Company and, unless the context otherwise requires, includes the owner, consignor, shipper and consignees of Goods and any other person having an interest in Goods and any ferry operator in respect of which services are provided by the Company and the respective agents of all such persons:

“Goods” includes merchandise, pallets, packages, containers and vehicles and trailers of every kind (and other contents, if any) and including trade vehicles:

“trade vehicles” means unaccompanied new or second-hand vehicles (including caravans) not in regular use for the carriage of merchandise:

“port” and “port area” mean, in relation to any particular port, all piers, berths, quays, marshalling and standage areas and all buildings and other facilities forming part of the port or used by the Company in connection with the port:

“Unit of Account” has the same meaning as in the Schedule to the Carriage of Goods by Sea Act 1971m as amended:

“Dangerous Goods” means goods designated as dangerous by the rules of the International Maritime Organisation and applicable legislation and regulations in force from time to time:

“Vessel” includes any roll on/roll off ferry, freight ship, cruise ship, fishing vessel or other craft or rig or marine structure of any kind together with all its equipment, machinery, stores and any Goods on board.



## **2. Applicable Rules**

All services performed or provided by the Company are performed and provided subject to:

- A. These Conditions:
- B. The Merchant Shipping (Liability of Ship-owners and Others) Act 1990, as amended by the Merchant Shipping Act 1979 and its schedules:
- C. The Pilotage Act 1987 and in particular section 22 of that Act, as from time to time amended.

Where there is any conflict between these Conditions and (B) and (C) above these Conditions shall prevail.

## **3. Scope of Conditions**

These Conditions apply to any service performed or provided or to be performed or provided by the Company at any port or in any port area in respect of any Goods or Vessel, including (but not limited to) any services of or in connection with providing available berths, berthing, loading or unloading into or out of Vessels or rail wagons and road vehicles, clearance through the Commissioners of Customs & Excise, of any Goods, provision of water, gas, electricity or similar services to a Vessel, standage or storage of Goods upon open ground standage areas, in cold stores, or otherwise, and any services provided in its capacity as the Pilotage Authority.

## **4. Liability of the Company**

- A. The Company shall in no circumstances have any liability for any partial or total loss of or damage or delay to any Goods which are not in its custody at the times such loss, damage or delay occurs.
- B. Subject to these Conditions, the Company shall not be liable for any partial or total loss of or damage or delay to any Goods except upon proof that such loss, damage or delay was caused by the neglect or default of the Company, its employees or agents in carrying out services to which these Conditions apply.
- C. The Company shall not be liable for any partial or total loss, damage, deficiency or delay or failure in performing or providing services caused or contributed to by any of the following:

- i. Any inherent vice or quality of the Goods themselves or any leakage, loss of weight or measure of the Goods:
  - ii. Strikes, blockades, lockouts, withdrawal of labour or other industrial disputes whether involving the Company's employees or not:
  - iii. Improper, insufficient, indistinctive, defective or erroneous packaging or marking or addressing of Goods:
  - iv. Fire, flood, storm or other adverse weather conditions:
  - v. Terrorism, war, threat of war or other hostilities, riot or other civil insurrection
  - vi. Late receipt of customs entries or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of an importer, delay in passing customs entries or obtaining customs clearance of Goods, or omission of information from or a misstatement in any order to the Company relating to the Goods:
  - vii. Any cause outside the Company's control (whether or not similar in nature to any of the above).
- D. The liability of the Company for any loss or damage to Goods shall, in any case, be limited to a maximum of 666.67 Units of Account per vehicle (whether or not articulated) or unaccompanied trailer or container (in each case including all its contents).
- E. The Company provides no facilities or services in respect of livestock which remains at the sole risk and responsibility of the Customer at all times.
- F. Any deterioration or damage to the bodywork (including canvas and other recovering materials) or tyres of vehicles will be presumed to have been caused by normal wear and tear and the Company will not be responsible for it except upon proof that it was occasioned whilst in the custody of and by the neglect or default of the Company or its employees.
- G. The Company shall not in any case be liable for indirect or consequential damages or loss of any kind.
- H. The Company shall be discharged from all liability for any claim of any kind relating to any Goods or any Vessel unless the claim is notified to the Company in writing within 30 days of the circumstances of it occurring or (if later) becoming apparent to the Customer and legal proceedings are brought by the Customer within one year from the date the Goods left the custody of the Company or the Vessel sailed from the port.

## **5. Custody**

- A. Accompanied Goods shall be regarded as in the custody of the Company only when left in accordance with paragraph 10 (A) of these Conditions.
- B. Accompanied Goods which are left unattended by the Customer or driver except at the direction of the Company's employees shall cease to be in the custody of the Company for the period during which they are unattended.
- C. Subject to paragraph 10 (A) of these Conditions, unaccompanied Goods (save for livestock) shall be in the custody of the Company from the moment when the Company first carries out a service in relation to the Goods prior to loading until loading is effected and from unloading until p(iv) If the Customer is unable either to load or unload any accompanied Goods by reason of breakdown of the Goods or illness or incapacity of the driver or otherwise, the Company shall be at liberty to use any reasonable means available to load, unload or otherwise deal with the Goods. The Company shall not be liable for any loss or damage to the Goods as a result of any such action taken nor for any loss or inconvenience to the Customer.

## **6. Liability of the Company for Refrigerated Cargo**

- A. The Company shall provide power only for integral refrigerated containers or blown air containers with a clip on unit attached or any container with machinery for temperature/atmosphere control.
- B. The Company shall endeavour to monitor and record the performance of the units as in (A) above whilst in its custody in accordance with the Customer's reasonable instructions and to advise the Customer of any breakdown or deficiency: otherwise the Company has no responsibility for such containers and is not liable for any loss or damage to the refrigerated Goods howsoever used.
- C. In respect of blown-air containers the Company shall be responsible only for maintaining the supply of air at the required temperature to the containers, provided that proper and reasonable instructions are given by the Customer and containers arrive at the correct carriage temperature. The Company is only liable for any loss or damage to the Goods caused by its failure to maintain the air supply in accordance with this clause.

- D. Any liability of the company in respect of refrigerated cargo shall be limited in accordance with the provisions of paragraph 4.

#### **7. Liability of the Company for Vessels**

- A. The Company shall not be liable for any loss or damage occurring to any Vessel unless the loss or damage was caused by the neglect or default of the Company or its employees.
- B. If the Company is liable to the Customer for any loss or damage to the Vessel in accordance with sub-paragraph (A) above, the Company shall be entitled to limit its liability in accordance with the provisions of the Merchant Shipping (Liability of Ship-owners & Others) Act 1990, as amended.
- C. The Company shall not in any case be liable for indirect or consequential damages or loss of any kind in relation to any Vessel.
- D. In its capacity as Pilotage Authority, the Company is only liable for any loss or damage to any Vessel to the extent and within the limits provided by the Pilotage Act 1987, as from time to time amended.

#### **8. Liability of Employees and Agents of the Company**

The Company in making a contract on these Conditions does so for itself and for and on behalf of all its employees, agents, independent contractors from time to time employed and all port operators whose facilities are used by the Company and their respective employees and agents and independent contractors. Accordingly, each of them shall have the benefit of all the protections and exemptions from and limitations to liability for claims provided for the Company by these Conditions, in consideration for any services which may be rendered by them for the direct or indirect benefit of the Customer.

#### **9. Payment**

- A. The Company's charges for services provided at any port shall be those from time to time laid down by the Company in respect of such port or as maybe agreed in writing between the Company and the Customer.
- B. Unless otherwise agreed all charges shall be paid prior to the removal of the Goods from the port area.
- C. The Company will hold the Goods subject to a lien for money due to it for services in connection with such Goods, and subject also to a general lien for all sums which may from time to time be due and owing to the company from the Customer on any

account. If any lien is not satisfied within a reasonable time from the date on which the Company first gave notice of the exercise of such lien to the Customer, the Company may sell the Goods (in accordance with any applicable legislation) and apply the proceeds of sale in satisfaction of the lien and the expense of the exercise of the lien, accounting to the Customer for any surplus.

- D. If charges incurred are not paid within one month from date of invoice, the following increases shall be made payable:

<b>Period</b>	<b>% Increase</b>
1 month	5 %
2 Months	10 %
3 Months	15 %
4 Months	20%
5 Months	30 %

#### **10. Goods awaiting Shipment or Collection**

- A. Goods standing at the port with the consent of the company because they are awaiting shipment or collection shall be left in such part of the port area as may be set aside by the Company for such purpose or as the Company's employees may direct. Goods left otherwise than in accordance with this clause shall not be regarded as in the custody of the Company, which have no responsibility for them.
- B. The Company shall not be liable to the Customer for any partial or total loss or damage to any Goods left in the port area where such Goods have been left for a period exceeding 72 hours after entry of such Goods by road or rail transport into the port area or unloading of such Goods from a Vessel (as the case may be) no matter when or how such loss or damage may have arisen. In such circumstances the Company may at its discretion (and without liability) arrange suitable storage or standage for the Goods and charge the Customer an additional amount for such services which shall be payable prior to shipment or collection of the Goods. The Company may at the Customer's request agree that it should retain and, if necessary, store the goods for a period beyond the said 72 hours. In such a case the Company remains liable for the Goods in accordance with the provisions of these Conditions until collection or sale in accordance with paragraph (C) below.
- C. If Goods are not removed from the port area within a reasonable time of their having been at the disposal of the Customer or his agent, the Company may sell the Goods (in accordance with any applicable legislation) and deduct from the proceeds of the sale an amount equivalent to the storage or standage charges incurred and any related costs and expenses. The balance of the sale proceeds only will be for the account of the Customer. In the case of perishable Goods the Company may sell at any time if it is considered advisable to do so, to prevent loss, damage or nuisance of any kind. If the Company has agreed to retain or store the Goods as in

- D. Above, the Company's right to sell does not arise until the period of storage has expired.
- E. Livestock must always be accompanied and may only be delivered to the port immediately before the relevant sailing and must be removed immediately after unloading.
- F. Except as otherwise provided by these Conditions, the Company has no liability for any loss or damage to the Goods whilst awaiting shipment or collection, unless it is proved the same was caused by the neglect or default of the Company, its employees, agents or independent contractors. In particular, the Company shall never be liable for any loss or damage caused to perishable or fragile Goods and is not obliged to enquire into the nature of any uncollected Goods. If the Company assists the Customer in unforeseen circumstances, such as breakdown or theft of a vehicles, by arranging storage or standage for the Goods or otherwise, the Company is not liable for any loss or damage suffered by the Goods whilst so stored or left standing.
- G. If the Company shall be liable as a matter of law for loss or damage to Goods awaiting shipment or collection, its liability shall be limited to the amount provided for in Clause 4(E) above.
- H. In the case of Dangerous Goods which are not removed within a reasonable time and in any event within 24 hours of the Company requesting the Customer in writing to remove them, the Company may, at the Customer's sole risk and expense, destroy the Goods or return them to the Customer (who will take redelivery of them at once) or otherwise dispose of them.

## **11. Dangerous Goods**

- A. The Customer shall give written notice to the Company of any Dangerous Goods in respect of which it wishes services to be rendered under these and shall obtain the Company's prior written agreement before delivering such Goods to the port area.
- B. The Customer shall give the Company all necessary information as to the precautions to be taken in respect of the Dangerous Goods and shall affix warning notices to the Goods showing appropriate regulatory instructions and indicating that the Goods are dangerous.
- C. Dangerous Goods remain at all times at the sole risk of the Customer. The Company shall have no liability for any delay in the transport caused by the dangerous nature of the Goods nor shall the Company be liable for any loss of or damage to the Dangerous Goods except upon proof by the Customer that such loss or damage arose from the wilful misconduct of the company or its employees or agents.

- D. The Customer shall be responsible for any injury, loss or damage caused as a result of the dangerous nature of the Dangerous Goods and shall indemnify the Company against any loss or damage suffered by it, its property or employees or agents caused by the Dangerous Goods and shall indemnify the Company for any liability it may incur to any third party for any loss or damage suffered by such a third party caused by the Dangerous Goods.
- E. The Company shall be at liberty to load, unload, destroy, render innocuous or otherwise deal with the Dangerous Goods at its discretion, if in its opinion the condition of the Goods by their very nature is such as to cause loss or damage, and the Company shall not be liable to compensate the Customer for any resulting loss of any kind from any cause. In any event the Company's charges shall remain due from the Customer.

## 12. Livestock

- A. Livestock is at all times at the sole risk and responsibility of the Customer.
- B. The Customer must comply with all relevant national and international regulations in relation to the care and transport of livestock.
- C. The Company shall have right to deny entry to the port or require removal of any livestock if, in the Company's opinion, the Customer fails to comply with any regulation referred to in (B) above, without any liability on the part of the Company.

## 13. Customs

- A. The Customer shall indemnify the Company against any claims made against the Company by HM Revenue & Customs and any other costs, charges and expenses in respect of any Goods under bond, unless the Company otherwise agrees in writing.
- B. The Customer shall be responsible for, and shall comply with, all requirements of HM Revenue & Customs, Border Force (HM Revenue & Customs and Border Force together the UK Customs Authorities) the relevant Port Health Authority or any other Competent Authority in respect of the import or export of Goods to or from the Port. The Company shall not be liable for any acts or omissions of any Competent Authority or any Losses or delays suffered by the Customer resulting from those acts or omissions, including in respect of damaged or deteriorated Goods.
- C. The Customer shall ensure all customs declarations, where required, are made and submitted for all goods imported into the Port no later than the time the goods are presented to the UK Customs Authorities.
- D. The Customer shall be responsible for the correct calculation and payment of all Customs Charges relating to Goods brought into or taken out of the Port by the

Customer. The Customer will indemnify the Company in respect of any Losses it incurs as a result of any failure by the Customer to make payment of the Customs Charges.

- E. The Customer shall be responsible for presenting the goods for clearance by the UK Customs Authorities and the goods shall not be permitted to leave the Port unless such goods have been declared to be free to release by:
  - i. by a pre-lodgement environment, the Goods Vehicle Movement Service; or
  - ii. such other documentation as may be determined by the UK Customs Authorities (including submission of the Customs Clearance Forms) and which evidences that such Goods have been customs cleared and that their removal from the Port has been authorised by the UK Customs Authorities.
  
- F. The Customer, when requested to do so by an officer of the UK Customs Authorities, shall ensure that goods required for examination are made available to the UK Customs Authorities.
  
- G. The Customer shall ensure the UK Customs Authorities are notified whenever goods are exported from the Port.
  
- H. The Customer shall ensure that only goods that have received permission to progress from the UK Customs Authorities are permitted to be loaded onto transport or exported.
  
- I. The Customer shall indemnify and hold harmless against all Losses suffered or incurred by the Company as a result of the failure of the Customer to comply with its obligations under this paragraph 13.

#### 14. **Insurance**

The Customer shall be responsible for insuring the goods for any damage which they may sustain within the port area.

#### 15. **General**

In requesting the Company to perform any services to which these conditions apply, the Customer warrants that:

- A. In the absence of written notice to the contrary given to the Company prior to entry of the Goods or Vessel into the port area, all such Goods or Vessel are fit to be received, handled and stored, as relevant:
  
- B. If the Goods or Vessel are not the Customer's own unencumbered property, the Customer has the authority of all persons owning or interested in the Goods or



Vessel to enter into the contract for the provision of such services and contract on behalf of such persons.

- C. No person shall engage or undertake manual labour for handling of any Goods or Vessel or use any equipment of the Company without the prior consent in writing of the Company.
- D. The services to which these Conditions apply are provided by the Company subject also to any other applicable published bye - laws or regulations of the Company from time to time in force which must be complied with by the Customer.
- E. The Company's employees or agents have no authority to waive or vary any provision of these Conditions provided that they may be varied by the Company in writing by a Director or by the Ship and Port manager at the relevant port.
- F. No failure by the company to enforce any provision of these Conditions shall be construed as a waiver of such provision or shall affect the right of the Company to enforce any other provision of these Conditions.
- G. If any provision of the Conditions shall become or be declared invalid or unenforceable by any Tribunal or Court of competent jurisdiction, such invalidity or enforceability shall not affect any other provision all of which shall remain in full force and effect

## **16. Law and Jurisdiction**

The provision of the services and these Conditions are governed by English law and any dispute arising out of or in connection with either the performance of the services or the interpretation or application of these Conditions shall be referred to the English Courts to whose exclusive jurisdiction the Customer hereby submits.

## **17. Entry into Force**

These Conditions come into effect on 1st January 2024 and supersede all previous Conditions issued by the Company.

\*\*\*\*\***END**\*\*\*\*\*