

A Portico Shipping Limited as custodians of goods and operators of the general cargo terminal at Portsmouth (the "Terminal") provides all relevant services to their customers including, but not limited to, cargo receivers and other clearing agents (the "Customer") as the declarant of goods being imported / exported.

B The parties wish to lay down the conditions under which these services are provided and lay down the division of responsibilities between the parties.

## **1. The Services**

1.1 The Terminal shall provide the Services detailed in Schedule 1 (Schedule of Charges) to the Customer with all reasonable skill, in accordance with all applicable laws, and acting in good faith.

1.2 The Services provided by the Terminal are in accordance with the relevant Statutory Codes in force within the United Kingdom at any time during the period of this agreement. The Terminal acts on behalf of the Customer towards the customs authorities.

1.3 The Customer shall provide the Terminal in good time, with the required documentation and accurate information necessary to perform the Services and meet any regulatory requirement. Upon request of The Terminal, the Customer shall provide any missing documentation or information necessary to perform the Services without due delay. The Customer further accepts responsibility for any delay caused to the release of goods where a delay to provide the necessary information or documentation results in the Terminal failing to meet any regulatory requirements.

1.4 In order to ensure the correct provision of the Services, the Terminal shall maintain custody and control of the goods, and facilitate the presentation of the goods to relevant authorities to enable clearance and release of the goods.

1.5 The Terminal shall be responsible for acquiring and maintaining all licenses, permits and authorisations necessary for carrying out the provisions of Services.

1.6 The Terminal shall employ personnel with the necessary professional qualifications and shall ensure that all personnel are properly trained to provide the Services.

## **2. Fees and Payments**

2.1 The Customer will pay the Terminal a fee for the Services rendered as detailed in Schedule 1 (Schedule of Charges), to this agreement, including all third party fees as detailed under in Schedule 1 (Schedule of Charges) to this agreement.

2.2 Each year the fees will be increased automatically by the December rate of the Retail Price Indexation ('RPI') with such changes coming into effect for Services provided from the 1<sup>st</sup> of January the following year. The Terminal reserves the right to unilaterally add and amend the fees detailed in Schedule 1 (Schedule of Charges).

2.3 The Customer will pay the Terminal invoices within thirty (30) days from the date of the invoice.

2.4 Where the Customer fails to settle an invoice in full in accordance with the above clauses, the Terminal shall be entitled to charge interest on any amount outstanding at a monthly rate (or part thereof) of 1.5%.

## **3. Liabilities**

3.1 The Terminal's liability for physical loss or damage to the goods, shall be determined by its contract with the Shipping Line which presides over the goods. The Terminal's liability for services specified in Schedule 1 shall be limited to the cost of rectification or indemnity for any fines received by the Customer, up to the maximum of GBP1,000 (one thousand) each event. The Terminal shall not be liable for any other claims whatsoever, howsoever caused, including but not limited to, delays and haulier waiting time.

3.2 The Terminal maintains an insurance policy fully covering the liability mentioned in this agreement, details of which will be supplied to the Customer within fifteen (15) working days following receipt of a written request by the Customer.

#### **4. Third Party Rights**

4.1 It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this agreement is not intended to, and does not, give to any person who is not a party to the agreement, any rights to enforce any provisions contained in the agreement.

#### **5. Entire Agreement**

5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 The Terminal may, at its sole discretion, use any data supplied by or on behalf of the Customer for any purpose in connection with the Services to be provided pursuant to this agreement or other business requirements. The Customer authorises the Terminal to share that data with any party providing services to The Terminal for the purposes of performing its obligations under the agreement and, where appropriate, with any Government Authority. The Terminal and the Customer shall treat all information and data received in connection with the Services to be performed under this Agreement as strictly confidential.

### **SCHEDULE OF CHARGES – 1 April 2024**

#### **PORT RELATED CHARGES**

##### **Import transactions at Portico Shipping Ltd**

- Customs container x-ray check (Y Hold) £99.50 Per container
- PHA container seal check (D Hold) £99.50 Per container
- PHA container door-open (M Hold) £99.50 Per container
- RPA Horticultural Marketing Inspectorate check (F Hold) £99.50 Per container
- DEFRA Plant Health & Seed Inspectorate check (P Hold) £99.50 Per container
- Non-Animal Products Examination (W Hold) £99.50 Per container
- Forestry Commission Examination (& Hold) £99.50 Per container
- Trading Standards Examination (K Hold) £99.50 Per container
- Environment Examination £99.50 Per container
- Police/Special Branch Examination (% Hold) £99.50 Per container

Fees cover one examination per container. If Portico Shipping Limited is instructed by a statutory authority to undertake additional examinations, the above charges will apply to each additional occasion the container is requested for examination.

The charges specifically detailed above for HM Revenue & Customs, Port Health, RPA and DEFRA checks will be rendered to the relevant clearing agent for the import container.

- ISPS – International Ship & Port Security Charge £8.00 Per loaded import container / £0.40p Per Pallet.

The International Ship & Port Security Code Charge is collected by Portico Shipping Ltd (Site POR1) and is applied to all loaded import containers and palletised cargo handled at that site.

- Import and Export Infrastructure charge (excludes empties and Transhipments) £1.50 Per loaded container, or £0.30 per pallet
- Energy Transition Contribution (ETC) charge £0.50 Per import loaded container, or £0.10 per pallet - the Energy Transition Contribution will be made to the clearing agent who makes the customer clearance or removal request. Portico Shipping Ltd is investing in many measures to enable sustainable trade with our Port Operations and we looking to significantly reduce our carbon footprint by reducing the use of fossil fuels and use more carbon efficient choices. The introduction of the ETC charge will give a partial contribution to these energy transition investments.
- Fuel Duty Recovery fee (FDR) - Covering the raised cost of fuel to operate the terminal once the current fuel duty exemption ends in line with UK Legislation from April 2022) £4.50 Per import full container move, or £0.90 per pallet - The FDR fee will be made to the clearing agent who makes the customs declaration
- Energy Adjustment Mechanism (EAM) £2.00 Per import full container, or £0.40 per pallet - The EAM fee will be made to the clearing agent who makes the customs declaration. Portico Shipping Ltd intends to give a fixed price to our customers to try and protect the increasing volatility of the current energy prices. This price will be reviewed quarterly.
- Test Weighing - £1.50 per weigh.
- VGM – SOLAS Container Weighing - £11.40 per export laden container.

**All charges will be made to the clearing agent who makes the customer clearance or removal request.**