

Portico Port Services Limited

THIS AGREEMENT for the supply of Services at **Portsmouth International Port** is made this day of **[MONTH, YEAR]**

BETWEEN:

- (1) **Portico Port Services Limited** (Registration no. 16126259) and affiliated companies including Portico Shipping Limited (Registration no. 02012886) and Portico Logistics Limited (Registration no. 16090209) with its Registered office at Portico House, 2 Prospect Road, Portsmouth PO1 4QY (the “**Operator**”); and
- (2) **[INSERT DETAILS OF THE SHIPPING LINE / OTHER CUSTOMER]** (Registration no.) with its Registered office at **[ADDRESS]** (the “**Customer**”)

The Operator and the Customer are hereinafter referred to individually as a “**Party**” and collectively as “**the Parties**”.

WHEREAS:

- (A) The Operator provides stevedoring and terminal management Services to the Customer at the Terminal. The scope of Services supplied by the Operator at the Terminal are set out in Schedule 1 and form part of this Agreement.
- (B) The Customer is a vessel operating Ferry Service **[DELETE / INSERT AS APPROPRIATE]** utilising the Terminal as serviced by the Operator as sole provider of Services.
- (C) The use of the Terminal and / or the Operator’s Services by the Customer will be regarded as an acceptance of the terms of this Agreement and all Schedules which form part of it. Even if this Agreement is not signed by the Customer, it will remain in force until otherwise modified by the Operator in accordance with Clauses 2.3, 4.2 or terminated under Clauses 14.1 and 14.3, and its terms (and all Schedules which form part of it) shall apply to all legal relationships between the Operator and the Customer whether in respect of agreement, bailment, licence or tort.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1 “Agreement” means the terms of this Agreement and all Schedules forming part of it subject to any agreed written amendments as envisaged in Clauses 2 and 4.

- 1.2 "Berth" means that part of the Dock designated from time to time by the Terminal or the Operator for the berthing of the Vessel.
- 1.3 "Berthing Services" means the Services specified in and performed in accordance with and subject to the provisions of clauses 6, 7 and 8 of this Agreement.
- 1.4 "Customer" shall include any person, firm or agent (including any affiliated and / or associated companies of the Customer) to whom Services are provided by the Operator pursuant to this Agreement and / or who brings any Vessel, Plant, or Goods onto the Port.
- 1.5 "Dangerous Goods" means explosives, radioactive material, and dangerous weapons, poison, drugs, damaging material or anything likely to encourage vermin or other pests or likely to cause infection or anything else that, in the sole opinion of the Operator, present a similar hazard.
- 1.6 "Dock" means the land and water adjacent thereto including slipways, pontoons, finger pontoons, jetties, quays, piers and berth space in Portsmouth International Port used from time to time by the Operator for the provision of Services to the Customer.
- 1.7 "Goods" shall include cargo of any description whatsoever together with any package, case, pallet, container (or any other equivalent in which the Goods are or can be stowed, whether empty or not) and any other structure which is designed or intended to support or protect the Goods. This includes unaccompanied vehicles / trailers.
- 1.10 "Operator" means Portico and any member of the Portico Group to which the Agreement may be assigned.
- 1.11 "PIP" means Portsmouth International Port or their successors in title.
- 1.12 "Rates" and "Tariffs" means the prices charged by the Operator and agreed with the Customer for the services to be provided in accordance with this Agreement as set out in Schedule 2.
- 1.13 "Services" means the provision of one or more of the Berthing Services, the Stevedoring Services, or any other Services as defined and detailed in Schedule 1 of this Agreement.
- 1.14 "Term" means the period of time for which the Operator agrees to provide the Services, as specified in clause 3 of this Agreement.
- 1.15 "Terminal" means Portsmouth International Port (PIP) and any other UK Port in which the Services are required and rendered.
- 1.16 "Vessel" means any ship, boat or other craft owned or operated by the Customer to which the Services relate, as specified in the Agreement.

2. Agreement

- 2.1 The Customer has requested that the Operator should supply the Services specifically identified in Schedule 1 **[SCHEDULE 1 TO BE AMENDED ACCORDING TO THE SPECIFIC SERVICES TO BE PROVIDED FOR THE RELEVANT CUSTOMER]**, and has agreed to enter into a contract with the Operator as their sole Terminal Operator on the terms and subject to the conditions of this Agreement.
- 2.2 Any additional Services not already identified in Schedule 1 to this Agreement must be agreed upon in writing by duly authorised representatives of both Parties prior to provision.
- 2.3 The terms of this Agreement cannot otherwise be varied or replaced unless any such modification is in writing and has been specifically agreed by a duly authorised representative of the Operator. The Operator reserves the right to modify and / or replace any provision of this Agreement as may be required upon giving fourteen (14) days written notice to the Customer.

3. Duration of Agreement

This Agreement shall take effect from **1st April 2025** and remain in force for a period of **two (2) years** from the date of its commencement unless it is otherwise amended or terminated in accordance with the provisions stipulated in Clauses 2 and / or 14.

4. Agreed Rates and Tariffs

- 4.1. The Rates and Tariffs initially applicable to the Services to be provided under this Agreement are set out in Schedule 2.
- 4.2 .1 The Rates and Tariffs shown in Schedule 2 (as at the date of any such review pursuant to this clause) will be reviewed and may be adjusted by written agreement between the Operator and the Customer, as may be appropriate taking into account any relevant factors, every twelve (12) months whilst this Agreement remains in effect, commencing twelve (12) months from the commencement date identified at Clause 3.
- 4.2.2 In the event of no agreement being reached between the Operator and the Customer pursuant to clause 4.2.1 above on the occasion of any annual pricing review, the Operator shall in its discretion apply an inflationary increase (based on the CPI as published on the website of the Office of National Statistics) to all or any of the Rates and Tariffs shown in Schedule 2. Third party supplier increases, and relevant legislation changes will result in rate increases being unilaterally amended as required.

5. Invoicing and payment

- 5.1 The Operator shall periodically issue invoice(s) addressed to the Customer or its nominated representative in respect of the Services to be provided to each Vessel pursuant to this Agreement.
- 5.2 The Customer shall pay the Operator's invoices in full, in the same currency as that in which the invoice is issued (or, if payment is made in a different currency, in an amount equivalent to the full value of the invoice, as at the date on which payment is received by the Operator), and without any deduction in respect of bank charges, within thirty (30) days of receipt of each invoice.
- 5.3 Late payments will result in the application of interest. Such interest shall accrue on a daily basis at the rate of 4% per annum above National Westminster Bank base lending rate for the time being in force.

6. Performance of the Operator

- 6.1 The Operator shall exercise reasonable endeavours to supply the Services to the Customer:
 - (a) in accordance with the terms of this Agreement and the Schedules forming part of it;
 - (b) in a safe and efficient manner;
 - (c) in accordance with applicable laws in relation to Port security, including (without limitation) the ISPS Code. The Operator shall be entitled to recover from the Customer or any Interested Party, any costs arising from Port security related legislation and / or any other industry requirements. It should be noted that Interested Parties such as, but not limited to, importers, receivers and receiving agents are responsible for other Port related charges that would traditionally fall outside this Agreement. Should these charges fail to be met by such Interested Parties, the charges must be met by the Customer, having overall responsibility for bringing the Goods, Perishable Goods or Plant to the Terminal.
 - (d) in accordance with any reasonable and lawful instructions provided by the Customer in connection with the specific Services to be provided.
- 6.2 Without prejudice to Clause 6.1 or any other provision in this Agreement, the Operator shall exercise reasonable endeavours to provide Services on a twenty-four (24) hour basis with no additional overtime payable. Unless otherwise agreed in writing at least 7 days beforehand, no Services will be provided on Christmas Day.
- 6.3 When a Vessel berths and is ready to discharge Ro-Ro unaccompanied trailers, the Operator's responsibility for the Goods commences at the point when the Operator's

stevedore attaches to the trailer in order to drive it into the Terminal. Such responsibility ends once the trailer is unattached after parking.

- 6.4 Prior to the commencement of the Operator's responsibility for imported Goods, the Operator shall engage in work preparatory to the berthing of the Vessel including (without limitation) arrangements for tugs to assist the Vessel in approaching the berth and Vessel clearances. Any expenses including (without limitation) third party costs incurred by the Operator in preparation for the berthing / movement of a Vessel at the Port and provision of labour in readiness for berthing, shall be reimbursed to the Operator by the Customer at the Rates and Tariffs set out in Schedule 2, subject always to the proviso that the Operator shall be entitled to be reimbursed in full by the Customer in respect of the charges actually received from the third party provider(s).
- 6.5 The Operator has sole discretion to handle all Goods, Vessels and Plant arriving at the Terminal in such order and manner as it deems fit including (without limitation) the right to decline Goods and Services if, for any reason whatsoever and howsoever arising, the Services cannot be provided to the Customer. The Operator shall not be liable to the Customer for any demurrage, compensation or other losses incurred as a consequence.

7. Provision of Berthing Services

- 7.1 PIP shall provide facilities for the Vessel to be moored alongside the Berth. Allocation of the Berth is dependent on availability as determined by PIP. The Operator gives no representation or warranty as to:
 - 7.1.1 the Customer's right to moor or berth the Vessel within the Terminal or at the Berth including, without limitation, as to whether such mooring or berthing shall cause any disturbance or nuisance in relation to the bed of the Terminal or shall result in any unlawful impediment to the public right of free navigation in the Terminal;
 - 7.1.2 the safety or suitability of the Terminal or the Berth, in either case as a location for the mooring or berthing of the Vessel or for any use to which the Customer intends to put the Vessel or the safety or suitability of the mooring scheme for the Vessel which the Customer employs.

8. The Customer's obligations in respect of the Berthing Services

- 8.1 The Customer shall ensure that at all times while within the Terminal the Vessel shall:
 - 8.1.1 when berthed or lying at the Berth be properly, safely and effectively moored for all prevailing tidal and meteorological conditions;
 - 8.1.2 be provided with a sufficient number of fenders adequate for the size of the Vessel and, when berthed or lying at the Berth be fended off from the Berth so as to prevent damage to any property and other vessels;
 - 8.1.3 provide a safe means of access to and from the Vessel to the Berth for personnel, ships stores and equipment when undertaking the Services;

- 8.1.4 comply fully with any safe systems of work, health and safety requirements or local working practices;
- 8.1.5 be properly crewed at all times, to regularly tend her moorings, to provide her own motive power, and to safely navigate from the Berth if required to do so by the Operator or the Terminal's Harbourmaster;
- 8.1.6 be and remain fully insured against all usual marine and third party risks and will provide the Operator with evidence of such insurance if requested to do so.
- 8.2 The Customer shall provide the Operator with a sailing schedule and berthing requirements no later than twenty-one (21) days before the date of each Vessel's intended arrival at the Terminal. Should the Vessel require additional Services, the Operator requires forty-eight (48) hours' notice;
- 8.3 The Customer accepts liability for and will keep the Operator, its employees, agents and duly authorised representatives, fully and effectually, indemnified and held harmless from and against all actions, proceedings, costs, expenses, loss and damage whatsoever arising out of or in connection with the Agreement and the carrying out of the Services and, in particular, the Customer's use of the Terminal and the Berth and the access to it and the actions or omissions of any visitor to the Vessel except where the same shall be proven only to arise from the Operator's negligence or wilful misconduct, or that of the Operator's employees, agents or duly authorised representatives, in which event the Operator shall be solely responsible. In this paragraph, the expression "costs, expenses, loss and damage" shall be given the widest interpretation lawfully possible.
- 8.4 The Customer shall ensure at its own expense that the Vessel and the mooring scheme for the Vessel which the Customer chooses to employ and all of the Customer's Activities carried on within the Terminal and/or under or in connection with the Agreement strictly comply with all applicable statutes, statutory instruments, regulations, safety standards and codes of practice in force from time to time including, without limitation, the terms of any Bye-laws and all relevant Merchant Shipping Regulations.

9. Delays

- 9.1 If, for reasons which are not attributable to the Operator, a Vessel is delayed in arriving and / or departing at the Terminal beyond its original scheduled ETA, the Customer shall fully indemnify the Operator in respect of all overtime payable at a cost of £1,725 per gang for each 4 hour shift required to perform the Services beyond the agreed time of arrival, together with any additional third party or other costs incurred by the Operator as a consequence;

10. Lien Clause

The Operator may exercise a lien and exercise a power of sale as follows:

- 10.1 The lien shall extend not only to Goods but also to any Plant brought into or onto the Terminal by the Customer or other Interested Party;

- 10.2 The lien shall secure all sums relating to or arising from the Services or which are otherwise payable by the Customer or other Interested Party under this Agreement or on any other account including any contingent liabilities;
- 10.3 Upon the exercise of a lien, the Operator may give the Customer written notice of the exercise of the lien requiring the Customer to pay all secured sums within a period of ten (10) days;
- 10.4 Upon the expiry of ten (10) days from the date of notice of the exercise of the lien, the Operator may exercise the power of sale in respect of all Goods and Plant subject to the lien.

11. Liability and Indemnity Provisions

The following provisions apply:

- 11.1 Every effort will be made by the Operator to accommodate Vessels in accordance with any berthing schedules provided by PIP and the Customer. However, the Operator cannot be held responsible if, for whatever reason, a Vessel cannot be accommodated at the Terminal. The Operator shall not be liable to the Customer for any demurrage, compensation or other losses incurred as a consequence of any berthing delays at the Terminal. The Operators charges will still apply;
- 11.2 If, in the opinion of the Operator, any circumstances arise which make it impossible safely to handle, load, unload and / or transport any Goods, the Operator may, at its sole discretion, refuse to handle the same and notify the Customer accordingly at the sole risk and expense of the Customer;
- 11.3 The Customer shall indemnify and hold the Operator fully harmless in respect of any loss and / or damage and, in particular, any claims and all associated costs and expenses resulting directly or indirectly from any breach / failure by the Customer to comply with the provisions of this Agreement;
- 11.4 The Customer shall be responsible for any damage to the Terminal including (without limitation) any Operator or third party equipment, mooring bollards and any other property including other Vessels or property belonging to any third party or any caused during or arising from berthing or unberthing. The Customer shall indemnify the Operator in respect of any loss / damage, claims and all associated costs and expenses arising as a consequence of any such damage;
- 11.5 The Operator shall not be liable for any damage sustained to any Vessels or vehicles while they are berthed alongside / on the Terminal;
- 11.6 The Operators liability shall be limited to £100 sterling per tonne gross weight of that part of the Goods in respect of which a claim arises shall apply to any loss of or damage

to cargo. For the avoidance of doubt and notwithstanding their inclusion in the definition of "Goods", in calculating the gross weight of the Goods, the weight of pallets and containers (and any other equivalent in which or on which the Goods are stowed) shall be disregarded;

- 11.7 The Operator shall have no liability for loss / damage to Vessels, vehicles, Plant, strops or anything else owned or operated by the Customer at the Terminal or in its vicinity, nor for any personnel or other third parties entering the Terminal on behalf of the Customer;
- 11.8 The Operator has no obligation to examine, inspect or make any record of the condition of the unaccompanied trailers at or prior to the time of their discharge from Vessels (or other receipt into the Terminal) and will accept no responsibility for alleged damage to trailers in the course of their handling unless the Customer can prove that such damage was caused by the Operator in the handling of the trailer;
- 11.9 In the event that the Customer can prove that damage to an unaccompanied trailer was caused by the Operator's handling at the Terminal, the Operator's liability shall be limited to £100 sterling per tonne on the unladen Tare weight of the trailer or the reasonable cost of repair, whichever shall be the lesser;
- 11.10 The Operator has no obligation to compensate the Customer for any additional costs and expenses including (without limitation) re-delivery charges in respect of Goods incurred as a result of loading errors unless the Customer can prove that those errors were caused by the Operator;
- 11.11 Subject to Clauses 11.10 above, if the Customer can prove misdelivery / loading error of the Goods on the part of the Operator, the Customer shall exercise best endeavours to mitigate its losses with the co-operation of the Operator where appropriate and reasonably required. In the event of proven misdelivery / loading error of the Goods on the part of the Operator, the Operator's liability shall be determined on the basis of £100 sterling per tonne gross weight of the Goods (excluding weight of packaging or any other equivalent in which or on which the Goods are stowed);
- 11.12 The Operator shall have no liability in respect of any negligent weighing of the Goods or clerical errors or omissions. In the event that the Customer can prove that losses are attributable to clerical errors or omissions on the part of the Operator, the Operator's liability shall be limited to £100 sterling per tonne gross weight of the Goods (excluding weight of pallets and containers or any other equivalent in which or on which the Goods are stowed) up to a maximum cap of £1,000 sterling per incident;
- 11.13 The Operator's liability for consequential losses including (without limitation) any loss of profits, business interruption or loss of market, and the consequences of delay is excluded;
- 11.14 The Operator shall have no liability for any damage or loss, howsoever caused, resulting or arising from any bunkering operations performed at the Terminal. Any fuel

spillages during bunkering operations must immediately be notified by the Customer to the Port Authorities/Harbour Master.

- 11.15 Without prejudice to any other provision in this Agreement, the maximum aggregate liability of the Operator to the Customer in any calendar year, irrespective of the cause and number of incidents shall not exceed £50,000 sterling.

12. Force Majeure / other Exclusions

- 12.1 The Operator shall be relieved of its obligations to the extent that performance of the Services to be provided pursuant to this Agreement are prevented, delayed, hindered or otherwise affected by any act or omission of the Customer, any Interested Party, other third party or by force majeure. For the avoidance of any doubt, force majeure means any circumstances or conditions beyond the Operator's control or which are not reasonably practicable for the Operator to control, prevent or avoid;
- 12.2 Without prejudice to Clause 12.1 above, force majeure includes (without limitation) any one or more of the following:
- (a) Act of God, storm or flood;
 - (b) Fire or explosion;
 - (c) Strikes or other similar industrial action;
 - (d) Unavailability of premises, machinery and equipment, plant, labour, fuel or power;
 - (e) War, revolution, riot or civil disturbance;
 - (f) Royal Navy or other military operations in or adjacent to the Port or Terminal;
 - (g) Governmental action or such other restrictions imposed directly or indirectly by the Government or any person, corporation or body acting under statutory powers;
 - (h) Disruption due to the operations of ferries in or adjacent to the Port or Terminal;
 - (i) Theft or wilful damage unless the Customer is able to prove liability on the part of the Operator;
 - (j) Inherent vice of the Goods or contamination by vermin, insects, fungus, rot, corrosion or any other foreign bodies;
 - (k) Improper or insufficient packing, bar-coding, marking, documentation and / or labelling of the Goods;
 - (l) Any act which is necessary for the Operator or any of its servants or agents to take in the interests of safety and preserving the Terminal, Plant, Goods or any personnel providing the Services pursuant to this Agreement;
 - (m) Late receipt of cargo documentation including (without limitation) Customs clearances.

13. Notification of Claims and applicable Time Limits

The Operator shall not be liable for any claims unless:

- 13.1 In respect of any alleged loss / damage to Perishable Goods, written notification of the claim has been provided to the Operator within seven (7) days from the date of delivery to the Customer and a fully quantified claim, together with all supporting documentation, is received by the Operator within fourteen (14) days;

- 13.2 In respect of any alleged loss / damage to other Goods and equipment, written notification of the claim has been provided to the Operator within ten (10) days from the date of delivery to the Customer and a fully quantified claim, together with all supporting documentation, is received by the Operator within twenty-one (21) days;
- 13.3 The Operator shall be discharged of all liability of whatsoever nature and howsoever arising in respect of any Services provided pursuant to this Agreement unless legal proceedings have been issued and served by the Customer within nine (9) months of the date of any alleged breach or occurrence giving rise to the cause of action.

14. Default, suspension and Termination of the Agreement

- 14.1 Either Party may terminate this Agreement by giving three (3) months written notice to the other Party prior to the end of the initial two (2) year period;
- 14.2 The Parties acknowledge that they shall have no right of compensation from the other as a consequence of terminating this Agreement under Clause 14.1, although termination of this Agreement shall not relieve the Parties from any obligations or liabilities arising prior to termination;
- 14.3 In the event that the Customer fails to comply with any of its obligations under this Agreement, the Operator shall provide the Customer with written notice of any such failure. If the Customer fails to rectify that failure within thirty (30) days of the date of the written notice, the Operator shall have the right to terminate this Agreement with immediate effect and fully reserves its right to claim compensation from the Customer in respect of any losses or expenses caused as a consequence.

15. Data and Confidentiality

- 15.1 Without prejudice to any of the provisions contained in Clauses 6.1 and 18, each party will observe and comply with its obligations under the EU General Data Protection Regulation (the "GDPR") and/or any other applicable Data Protection laws or regulations (as may be amended from time to time) relating to the security, confidentiality, protection or privacy of personal data.
- 15.2 The Customer acknowledges that, for safety and security reasons, surveillance systems such as CCTV may be used at the Terminal. The Customer further acknowledges that the information processed by such systems may include personal data about the Customer or any of the Customer's employees, servants, subcontractors, agents or any other third party who may enter the Terminal on behalf of the Customer. This information, together with any other personal data which may be collected by the Operator in connection with the provision of any Services at the Terminal may be processed by the Operator in accordance with its Privacy Notice/Policy, which can be accessed on its Website www.porticoportservices.com

- 15.3 The Customer warrants and confirms that it will make its employees, servants, subcontractors, agents or any other third party who may enter the Terminal on its behalf aware that the Operator may process personal data relating to any such data subjects in accordance with the Customer's instructions and / or the Operator's Privacy Notice/Policy.
- 15.4 Without prejudice to the above, the Operator may use data supplied by or on behalf of the Customer for purposes appropriate to the performance of the Operator's obligations or the exercise of the Operator's rights pursuant to this Agreement or for business planning by Operator. The Customer authorises the Operator to share that data with any party providing services to the Operator for the purposes of performing its obligations under the Agreement and, where appropriate, with any Government Authority;
- 15.5 Subject to the above-mentioned provisions and applicable legislation, the Operator and the Customer shall treat all information and data received in connection with the Services to be performed under this Agreement as confidential.

16. Insurance

The Customer shall be responsible for insuring all Vessels, Plant and Goods arriving and / or held at the Terminal against all insurable risks to their full value (including any applicable duties or taxes).

17. Notices and addresses for service

All written notices sent to the Operator should be addressed to Steve Williams (Managing Director), and Shakira Powell (Company Secretary) at Portico Port Services Ltd, Portico House, 2 Prospect Road, Portsmouth, Hampshire PO1 4QY.

18. Compliance

- 18.1 The Operator's health and safety regulations and instructions for all visitors are set out in Schedule 4. The Customer shall be responsible for ensuring that all of its employees, servants, subcontractors, agents or any other third party entering the Terminal on its behalf comply with these at all times;
- 18.2 The Customer shall also be responsible for ensuring that all of its employees, servants, subcontractors, agents or any other third party entering the Terminal on its behalf comply with all applicable laws and regulations pertaining to the terminal security and the Operator's pre-arrival notification requirements (as set out in Schedule 5) at all times;
- 18.3 The Customer shall also be responsible for ensuring that all of its employees, servants, subcontractors, agents or any other third party entering the Terminal on its behalf comply with all applicable laws and regulations, codes of practice and internal

conventions relating to the Terminal as a Port including (without limitation) Harbour legislation, Byelaws and the Port Marine Safety Code at all times;

- 18.4 The Customer shall also be responsible for ensuring that all of its employees, servants, subcontractors, agents or any other third party entering the Terminal on its behalf comply with any specific safety codes, health and safety policies, or any other applicable Terminal rules, policies or guidance issued by the Operator which is currently in force, or which subsequently comes into force at any time during the term of this Agreement;
- 18.5 The Customer shall ensure that all of its employees, servants, subcontractors, agents or any other third party engaged in any of its activities at the Terminal are appropriately trained and qualified for the work in which they are engaged.

19. Miscellaneous

- 19.1 The Operator is not involved in, and assumes no responsibility in respect of, the navigation of Vessels to the Terminal berth. The Operator gives no warranty that the Terminal berth will be reachable on arrival and accepts no responsibilities until the Vessel is safely berthed alongside. The Operator makes any arrangements for tugs to serve a Vessel only as agents for the Customer and assumes no responsibility in respect of the suitability of the tugs or the performance of towage and like operations;
- 19.2 The Operator is not involved in, and assumes no responsibility in respect of, any Plant, strops or personnel which the Customer brings onto the Terminal for the purposes of cargo operations;
- 19.3 In the case of imported cargo, the Customer shall be responsible for arranging the collection of the Goods and their transport from the Terminal. In the event of carriage of the Goods from the Terminal which is subject to CMR, the Customer shall authorise such personnel as it has on-site to stamp the CMR consignment note so that the Customer is the consignor or the first carrier, or alternatively the Customer authorises the Operator to complete the consignment note on its behalf and without any responsibility on the part of the Operator. The Operator has no obligation either to carry Goods or to arrange for the transport of Goods.

20. Severability

If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Agreement.

21. Law & Jurisdiction

- 21.1 This Agreement is governed by and shall be interpreted in accordance with English Law;

21.2 All disputes between the Parties arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the High Court of Justice in London.

WARRANTY:

The Parties hereby warrant that the individuals executing this Agreement have full authority to bind the Parties.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year as referred to above.

Signed by: _____

Full name:

Title:

For and on behalf of the Operator

Signed by: _____

Full name:

Title:

For and on behalf of the Customer

SCHEDULE 1 – SERVICES

Amend as required

General Stevedoring
Lashing Services
Load Marshalling
Freight Marshalling
Vehicle Marshalling
Baggage Handling
Berthing Support Services
Ships Agency

SCHEDULE 2 – RATES AND TARIFFS

Insert

SCHEDULE 3 – LIST OF NOMINATED VESSELS

Insert

SCHEDULE 4 – H&S POLICY

- The Customer shall promptly notify the Operator of any health and safety hazards which may arise in connection with the performance of this Agreement.
- The Operator shall promptly notify the Customer of any health and safety hazards which may exist or arise at the Terminal and which may affect the Customer in the performance of their obligations under this Agreement.
- While on the Terminal, the Customer shall fully comply with any health and safety measures implemented by the Operator in respect of personnel and other persons working on those premises. In particular (and without limitation) the following health and safety measures shall be observed:
 1. Protective boots must be worn at all times on the Terminal;
 2. Hi-Visibility vests (of yellow or orange colour) must be worn at all times on the Terminal;
 3. The speed limit on the Terminal is 10mph;
 4. No smoking on the Terminal, except in designated areas;
 5. Any un-escorted visitors arriving at the Terminal must first complete a site induction

Any failure by the Customer (or any other personnel on the Terminal on their behalf) to comply with the above and / or such other health and safety measures as may subsequently be implemented by the Operator during the term of this Agreement, will be removed from the premises and banned from any further visits.

- The Customer shall notify the Operator immediately in the event of any incident or “near miss” occurring in the performance of this Agreement on the Terminal where that incident or “near miss” causes, or may cause, any personal injury or damage to property which could give rise to personal injury.
- The Customer shall take all necessary measures to comply with the requirements of the Health and Safety at Work Act 1974 and any other applicable legislation, conditions, directives, regulations or Codes of Practice relating to Health and Safety which may apply to any personnel engaged by them in the performance of this Agreement.
- The Customer shall ensure that its health and safety policy statement and health and safety management arrangements (as required by the Health and Safety at Work Act 1974) are kept up to date and made available to the Operator on request.

SCHEDULE 5 – PRE-ARRIVAL NOTIFICATION

The Operator requires at least forty-eight (48) hours’ notice or such other reasonable period as may be agreed in writing by the Company before:

(i) the estimated arrival of a Vessel; or (ii) the time when the Services are required, whichever is the earlier. The Customer will provide the Operator with written details by electronic communication or by post of the Services required and (as appropriate):

the name of the Vessel, the Vessel particulars (type, length, draught, beam and any special berthing requirements), information about the import Cargo (type/description, any special characteristics, weight, number and dimensions), the estimated time of arrival ("ETA") of the Vessel and details of the on-carriage from the Premises; or

information about export Cargo (type/description, any special characteristics, weight, number and dimensions), details of the pre-carriage to the Premises, the name of the Vessel, the Vessel particulars (type, length, draught, beam and any special berthing requirements) and the ETA of the Vessel.