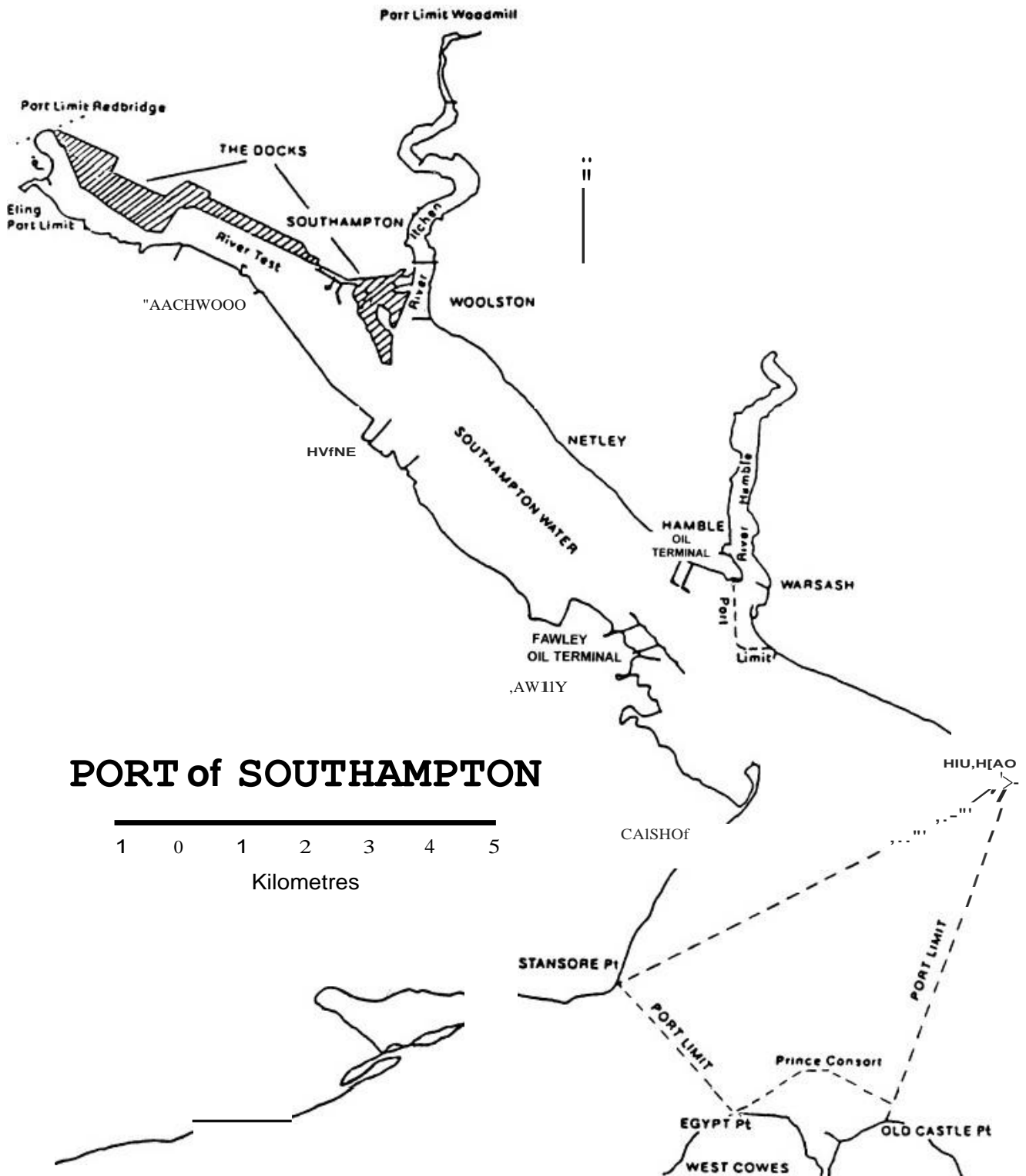


## 2017 Principal Rates & Charges and Standard Terms & Conditions of Trade



# Limits of the Port of Southampton



## PORT of SOUTHAMPTON

1 0 1 2 3 4 5  
Kilometres

**HARBOUR CONSERVANCY  
DUES  
CONDITIONS APPLICABLE TO HARBOUR CONSERVANCY  
DUES**

1. Harbour Conservancy Dues are payable in respect of every vessel entering or using the Port of Southampton limits as defined on Page 1.
2. Vessels arriving more than once daily are charged for one arrival only. This concession may not apply to hydrofoils, wave piercers, hovercraft, or other surface/special effect vessels of any description.
3. **Composition of Harbour Conservancy Dues**  
Harbour Conservancy Dues in respect of home trade vessels as defined in Section 742 of the Merchant Shipping Act 1894 may be compounded on payment in advance of Harbour Conservancy Dues for 100 entries into the Port in a 12 Month Period. This concession may not apply to Hydrofoils, wave piercers, hovercraft, hover vehicles or other surface/special effect vehicles of any description.

| <b>CLASS</b>                         | <b>Vessels entering Port Limits</b> | <b>Vessels entering Port Limits but Calling at Fawley and/O Hamble Oil Terminals only (See note 4 below)</b> |
|--------------------------------------|-------------------------------------|--|
| Coastwise                            | £0.208 per GT                       | £0.143 per GT  |
| Foreign-Going                        | £0.325 per GT                       | £0.221 per GT  |
| SACD Supplemental Charge – Phase one | £0.052 per GT                       | £0.052 per GT  |
| (See note e) below) – Phase Two      | £0.052 per GT                       | N/A  |

**NOTE:**

- a) Coastwise means:- From or to any UK Port/Zone, including Isle of Man, Channel Islands & Northern Ireland.
- b) Foreign Going means:- From or to any other Port/Zone.
- c) Charges apply to vessels proceeding north of a line drawn between Stansore Point and Hillhead (see diagram on previous page).
- d) Where a vessel in this category has a measurement of less than 5,000 GT, a 10% discount will be allowed from the payable Harbour Conservancy Dues, provided such discount is claimed at the time the vessel report form is submitted by the owner/agent. This concession does not qualify for compounded Harbour Conservancy Dues.

- e) In 2014 ABP, as the Harbour Authority, undertook harbour improvement works, commonly referred to as the Southampton Approach Channel Dredge (SACD). This work was undertaken in two phases.

**Phase One** works encompassed the Nab/Thorn and main channel up to and including the Fawley and Hamble Oil Terminals and was completed in the first half of 2014. Accordingly a supplementary charge was introduced and applied to all vessels entering Port Limits, including Fawley and/or Hamble. With effect from 1 January 2017 this charge will be £0.052 per GT.

**Phase Two** works were carried out North of Fawley & included Southampton Water and Docks. This work was completed in 2014. An additional supplementary charge was introduced with effect from 1<sup>st</sup> January 2015, applicable to all vessels entering the port limits, excluding vessels calling at Fawley and / or Hamble oil terminals. From 1<sup>st</sup> January 2017 this charge will be uplifted to £0.052 per GT.

## DOCK BERTHAGE DUES

Charges per GT

|     |  |         |
|-----|--|---------|
| 1.  | <b>FOR VESSELS ENGAGED IN TRANSFER OF CARGO OVER ABP QUAYS</b>   |         |
| (a) | Vessels trading from, and to, any UK Port/Zone, Isle of Man, Channel Isles and Northern Ireland.               | £2.38   |
| (b) | Ports within countries of the European Union and European Free Trade Association.<br>(see list below)          | £3.61   |
| (c) | From or to any other Port  | £4.99   |
|     | <b>Special arrangements may apply or be possible on application</b>  |         |
| 2.  | <b>Berth Rent</b>  |         |
|     | Applicable the following calendar day after completion of cargo/passenger operations per day, or part thereof. | £0.13   |
| 3.  | <b>CRUISE VESSELS &amp; OTHER PASSENGER VESSELS</b><br>Charges on Application                                  |         |
| 4.  | <b>NON – COMMERCIAL CRAFT &amp; VESSELS NOT HAVING A GT CERTIFICATE</b>  |         |
|     | <b>Subject to berth availability</b>   |         |
|     | Charges per metre per day<br>(or part thereof) up to 70m<br>or as determined by ABP                            | £9.39   |
|     | Over 70m   | POA     |
|     | <b>Minimum Charge per call</b>   | £413.37 |

### NOTE

- (i) Vessels calling to perform separate operations, at different berths, will be charged the appropriate Dock Berthage dues for each operation.
- (ii) Vessels arriving for repair, laying by, laying up at wet berth or anchorage for extended period, either alongside quay or double banked, subject to availability.

Charges on Application

In such circumstances ABP reserve the right to move any ship either from berth or anchorage at any time, without notice and at no cost to ABP.

## CONDITIONS APPLICABLE TO VESSEL DUES

1. Dock Berthage Dues to be paid on entry of vessel.
2. Dock Berthage Dues payment normally covers arrival and departure.
3. Vessel arrival report forms to be submitted on arrival of vessel.
4. Berth rents to be paid prior to departure of vessel.
5. Vessels arriving from a lower rated port/zone and sailing outward to a higher rate port/zone or vice versa, will be charged the higher rate.
6. Vessels loading/discharging cargo to be liable to dues payable in respect of most distant port(s) to/from which such vessel discharged/loaded.
7. Vessels having registered Gross Tonnage altered whilst in Port to be subject to dues on the higher tonnage.
8. Vessels which enter Port to lay up and do not discharge passengers or cargo, but load passengers or cargo to pay vessel dues according to Port of destination.
9. Vessels laid up and not undergoing repairs will only be allowed to remain in Port by special arrangement.
10. Dock Berthage Dues will be calculated according to the Gross Tonnage (GT) computed according to the International Convention on Tonnage Measurement of Ships 1969 and which is stated on the International Tonnage Certificate (1969) or, in the absence of such documentation, by a method determined by ABP.
11. Port State Control - Detained Vessels 11.
  - 11.1 Vessel detained in Port by empowered authority shall be liable to a charge of £0.34 per Gross Tonne per day from day of detention until day of release inclusive in addition to the normal charges to the vessel. For the avoidance of doubt a vessel detained within the port limits beyond its scheduled departure time will be deemed to be conducting a separate 'lay-by' operation and will attract additional commercial charges as advised by ABP's Commercial Department.
  - 11.2 Vessels detained by empowered authority elsewhere will only be accommodated in the Port of Southampton subject to advance notice, availability of berth (at ABP's sole discretion) and advance acceptance of charges, which shall be:

EITHER - published Dock Berthage dues according to Gross Tonnage and port of (cargo) origin/destination to cover first seven days. Thereafter until day of departure £0.77 per Gross Tonne per day, or part thereof.

OR - £0.37 per Gross Tonne per day from day of arrival to day of departure

whichever is the higher.
  - 11.3 These additional charges apply to allegedly sub-standard detained vessels only and not to vessels calling for repairs, or in distress, requiring lay-by or lay-up accommodation, **where commercial arrangements have been agreed following prior application.**
12. In all cases ABP reserve the right to move any vessel, either from berth or anchorage, at any time at the cost of the Ship owner without notice.

## **COUNTRIES OF THE EUROPEAN UNION AND EUROPEAN FREE TRADE ASSOCIATION**

|                 |                  |
|-----------------|------------------|
| Austria*        | Latvia           |
| Belgium         | Liechtenstein+ * |
| Bulgaria        | Lithuania        |
| Croatia         | Luxembourg*      |
| Cyprus          | Malta            |
| Czech Republic* | Netherlands      |
| Denmark         | Norway+          |
| Estonia         | Poland           |
| Finland         | Portugal         |
| France          | Romania          |
| Germany         | Slovakia         |
| Greece          | Slovenia         |
| Hungary*        | Spain            |
| Iceland+        | Switzerland+ *   |
| Irish Republic  | Sweden           |
| Italy           |                  |

\* Land locked countries, without sea ports.

+ EFTA Countries.

## CARGO & PASSENGER DUES

### 1. **GOODS DUE (WHARFAGE) ON CARGOES**

Discharged/Loaded over Quay or overside £12.85 per tonne weight

**NOTE:** Special arrangements may be possible on application, subject to nature, value and volumes of cargo

### 2. **PASSENGER DUES**

Charges on Application

### 3. **SHIPS STORES**

£7.12 per tonne

### 4. **PORT WASTE MANAGEMENT CHARGE** (Merchant Shipping Port Waste Reception Facility Regulations – 2003)

£68.37 per vessel visit to ABP managed berths. (Allows for the disposal of up to 4m<sup>3</sup> per vessel of ship generated MARPOL Annex V EU Sourced waste)

### 5. **INTERNATIONAL SHIP & PORT SECURITY CODE (ISPS)**

Charges on Application



## **REGULATIONS AND CONDITIONS FOR THE HIRE OF QUAY AND MOBILE CRANES**

1. Application for the use of cranes shall be made in advance on the printed form provided for the purpose and sent to the Operations Manager's Department.
2. Monday to Friday inclusive, applications shall be lodged no later than 1300 hours for the use of cranes after 1700 hours on the day of application, or on the following day.  
  
For weekend working, cranes are to be ordered no later than 1300 hours on Fridays.  
  
If cranes are not used after application has been lodged, a charge will be made to the applicant.
3. Charges cover the hire of the crane only and do not include provision and cost of drivers - unless otherwise advised. The hirer shall only use approved ABP drivers.
4. ABP reserve the right of supplying all cranes and of limiting the time of their employment.
5. ABP do not guarantee the availability of cranes at any specified time.
6. ABP shall not be liable for the delay or the consequences of delay which may arise from any
  - (a) breakdown of any crane; or
  - (b) failure of power supplies; or
  - (c) failure to supply a crane or cranes at the time requisitioned; howsoever caused.
7. A crane shall not be used under any circumstances for lifting a weight greater than the maximum weight indicated thereon, neither shall a crane be handled in any such manner as would place undue strain upon it.
8. Notice shall be given by the hirer when the use of the crane or cranes is no longer required. Failure to do so may render the hirer liable to pay cramage charges until such notice has been given.
9. Permission for the use of outside (hired) cramage in the docks may be granted subject to advance application.
10. The hirer shall indemnify ABP in respect of all damage or injury to any person or to any property during the crane hire period howsoever caused.
11. Nothing in the foregoing conditions which may be varied from time to time shall prejudice anything contained within ABP's Standard Terms & Conditions upon which services and accommodation are provided at Southampton Docks which form part of ABP tariffs and may themselves be subject to change or amendment at any time.
12. Prior to bringing in a third party mobile crane into ABP Port estate, the relevant ABP forms must be filled in. Approval must have been given by the relevant ABP department. The hirer agrees to pay the relevant ABP administration charges.

## CRANAGE CHARGES

### Quayside Cranes

|                              |                           |
|------------------------------|---------------------------|
| Up to 6 tonnes capacity      | £98.02 per hour           |
| 6-10 tonnes capacity<br>hour | £166.73 per               |
| 10-65 tonnes capacity        | Charges on<br>application |

- a) In all cases part of an hour will be charged as an hour.
- b) A minimum charge of **two** hours crane hire will be made in respect of each and every duly completed application form including any application not progressed.
- c) If, for operational reasons, a crane is utilised with a capacity in excess of that ordered for the cargo weight to be lifted then ABP may, at its sole discretion, allow the appropriate lower rate to be applied.
- d) Above charges exclude provision of a crane driver. Hourly rates available on application.

### Mobile Cranes

|                     |             |                                  |                  |
|---------------------|-------------|----------------------------------|------------------|
| Terrex Mobile Crane | 07.30-16.00 | Weekdays excluding bank holidays | £118.19 per hour |
|                     | 16.00-07.30 | Weekdays excluding bank holidays | £176.91 per hour |
|                     | All times   | Weekends and Bank Holidays       | £236.37 per hour |
| Merlo Mobile Crane: | 07.30-16.00 | Weekdays excluding bank holidays | £103.25 per hour |
|                     | 16.00-07.30 | Weekdays excluding bank holidays | £154.61 per hour |
|                     | All times   | Weekends and Bank Holidays       | £206.52 per hour |

- 1) Above charges include a driver and as required a banksman.
- 2) In all cases part of an hour will be charged as an hour.
- 3) A minimum charge of **four** hours crane hire rate will apply.

### Third Party Mobile Cranes – Admin Charge

THIRD PARTY MOBILE CRANES entering and/or operating on the port estate will be charged at £50 + VAT per day. The correct mobile crane request procedure must be followed to enable your crane to enter the ABP port estate.

## RENT CHARGES ON GOODS

### Import Traffic

Rent applicable unless prior approval has been agreed will be levied the day following the date of ship breaking bulk. Then:

|                           |                          |
|---------------------------|--------------------------|
| First seven calendar days | £9.21 per tonne per day  |
| Next seven days           | £18.41 per tonne per day |
| Thereafter                | £30.39 per tonne per day |

### Export Traffic

|   |   |
|---|---|
| From the day after the arrival of goods | £30.39 per tonne per week or part thereof |
|---|---|

### Exceptions

For vehicles (up to 2 tonnes gross weight), rent is applicable from cargo's arrival in port (for export) and discharge from ship (for import).

Charges as follows:

|              |                           |
|--------------|---------------------------|
| First 7 days | £2.98 per vehicle per day |
| 8-28 days    | £5.97 per vehicle per day |
| Thereafter   | £8.88 per vehicle per day |

Rates for vehicles over 2 tonnes gross weight as above + 100%

Additional charges may be applicable if vehicles are over 6 metres in length.

Cargo received for shipment but subsequently redelivered will be subject to rent, except where otherwise agreed, from day of arrival to day of delivery inclusive.

## MISCELLANEOUS CHARGES

### GANGWAY HIRE

|         |  |
|---------|--|
| Open    | £3.93 per metre per day<br>£22.95 per metre per week |
| Covered | £5.53 per metre per day<br>£33.10 per metre per week |

### Minimum Charge

Except where otherwise agreed a minimum charge of £95.00 will apply to all rates and charges.

### Installation of a Gangway

Installation of a gangway using mobile crane will be charged as follows:  
(Minimum 4hr charge is applicable to all of the below rates)

|             |                                  |                  |
|-------------|----------------------------------|------------------|
| 07.30-16.00 | Weekdays excluding bank holidays | £117.25 per hour |
| 16.00-07.30 | Weekdays excluding bank holidays | £175.50 per hour |
| All times   | Weekends and Bank Holidays       | £234.50 per hour |

Where transportation is required a charge will be levied as follows:

|             |                                  |                  |
|-------------|----------------------------------|------------------|
| 07.30-16.00 | Weekdays excluding bank holidays | £56.88 per hour  |
| 16.00-07.30 | Weekdays excluding bank holidays | £85.33 per hour  |
| All times   | Weekends and Bank Holidays       | £113.77 per hour |

Gangways ordered and not required or cancelled with less than 24 hours notice are subject to the above minimum charge(s).

### Condition of Hire

The hirer will be responsible for the gangway during the hire period, should any damage be discovered on collection ABP will hold the hirer liable for all repair costs.

(Please note gangways are subject to availability)

### RAIL TRAINS

|                               |                                     |
|-------------------------------|-------------------------------------|
| Rail access charge per visit. | Charges on application              |
| Stabling of Trains            | Charges on application              |
| Rail Cargo Dues               | Charges on application              |
| Passenger Trains              | Per passenger charge on application |

# STANDARD TERMS AND CONDITIONS OF TRADE

## IMPORTANT ADVICE

THESE TERMS AND CONDITIONS CONTAIN PROVISION BY WAY OF INDEMNITY AND ALSO EXCLUSION AND LIMITATION OF LIABILITY IN FAVOUR OF ABP WHICH UNDERTAKES NO OBLIGATION TO EFFECT INSURANCE (AND MAKES NO CHARGE FOR INSURANCE) IN RESPECT TO THE CUSTOMERS, THEIR SERVANTS, GOODS OR LIABILITIES. CUSTOMERS ARE THEREFORE ADVISED TO EFFECT INSURANCE THEMSELVES.

**WHERE INCONSISTENT WITH TERMS AND CONDITIONS PREVIOUSLY APPLYING OR UNDERSTOOD TO APPLY THESE TERMS AND CONDITIONS WILL PREVAIL.**

## 1. DEFINITIONS

In these terms and conditions, unless therein otherwise expressly provided, or unless the context shall otherwise require, the following expressions shall have the meanings hereby assigned to them.

'ABP' shall mean Associated British Ports.

'Customer' shall mean any person, corporation, firm or body of persons whether incorporated or unincorporated who has or brings any vessel within ABP's harbour jurisdiction or visits the premises of ABP and/or who delivers or brings goods or plant onto or whose goods or plant come howsoever to be on those premises and/or who by themselves their servants or agents avail themselves of any facility or service provided by ABP.

'Goods' shall mean cargo of any description whatsoever together with any plant (as defined hereunder), package, case, pallet, container or other thing which conveys, carries, contains, protects or supports cargo or is designed or made to do so.

'Hover Vehicle' means a vehicle, however propelled, designed to be supported on a cushion of air.

'Hydrofoil Vessel' means a vessel, however propelled, designed to be supported on foils.

'Plant' shall mean any vehicle, trailer (whether or not carrying or incorporating any tank or container), machine or container.

'Vessel' includes any ship, boat, raft or craft of any class or description however navigated or propelled and a hover vehicle and a hydrofoil vessel.

Where the context permits words in the singular shall include the plural and words in the plural shall include the singular.

## 2. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions shall apply to all legal relationships between ABP and any customer whether in respect of contact, bailment or licence (whether to enter or remain or otherwise). These terms cannot be varied otherwise than in writing signed by an authorised officer of ABP. The acceptance by the customer of these terms and conditions may be express but even if not made expressly, acceptance will be implied from the entry by the customer into any legal relationship with ABP. In particular such acceptance will be deemed to have been made in the event of the entry or delivery of any person, vessels, goods or plant into the harbour jurisdiction of ABP or onto or upon the premises of ABP and/or the submission of any Shipping or Unit Load Note or the making of any other written or oral application to ABP for entry to the premises of ABP or for any service or the use of any facility by or on behalf of any customer.

### 3. WARRANTY OF AUTHORITY BY CUSTOMER

The customer expressly warrants to ABP that he is either the owner or the authorised agent of the owner of the goods the subject matter of the transaction and of any plant brought on to ABP's premises and further warrants that he accepts these conditions not only for himself but also as duly authorised agent for and on behalf of every other person, firm or corporation who is interested in the goods.

### 4. ORDERS IN WRITING

ABP will only store or perform or provide any service or accommodation in connection with the goods or plant on receiving orders in writing to do so from the customer, either at the time each service is required or in accordance with any contractual arrangement to provide such services over a period of time. ABP will, on application, supply forms of request to persons using its premises for the various services undertaken by or facilities provided by ABP. All orders by telephone must be immediately confirmed in writing and ABP will not, in any case, be responsible for its servants' failure to comply, or for any errors by its servants in complying, with such orders where they are communicated by telephone and are not promptly so confirmed. Orders for shipment of goods and for delivery of imported goods can be acted upon only after receipt of written authority from the ship's owners or agents, and proof of compliance with all customs and other official formalities.

### 5. QUANTITY AND DESCRIPTION OF GOODS

- (a) The customer shall ensure that ABP is given an account of the contents and quantities of each vessel discharging or loading goods in the docks before the discharge commences or immediately after the loading has been completed.
- (b) The customer shall ensure that ABP is given a full description and particulars of the goods including hazards sufficient to identify them prior to (or on) delivery.
- (c) ABP shall be permitted by the customer to give any particulars furnished under (a) and (b) above to whomsoever ABP deems necessary. The customer shall be bound by and deemed to warrant the accuracy of all descriptions, values and other particulars furnished to ABP and undertakes to indemnify ABP against all losses, damages, expenses and fines arising from the inaccuracy in or omission from the above particulars even if such inaccuracy or omission is not due to any negligence.

### 6. CONDITION OF GOODS AND PLANT

The customer warrants that any goods or plant which he delivers to or causes to be upon ABP premises.

- (a) Will not contaminate or cause danger, injury, pollution or damage to any person or any other goods or plant or ABP's premises or the water and air adjacent thereto.
- (b) Are not infested, verminous, rotten or subject to fungal attack or are liable to become so while at ABP's premises.
- (c) Are not overheated or liable to become so while at ABP's premises.
- (d) Require for their safekeeping no special protection (other than as may be agreed in writing between ABP and customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their inflammability.

- (e) Contain no controlled drugs (unless the customer is licensed or otherwise lawfully authorised in respect thereof), contraband, pornographic or other illegal matter.
- (f) Are properly and sufficiently packed to ensure the safety of the goods and to allow mechanical handling without damage or danger.
- (g) Are properly and sufficiently marked, documented and labelled for all shipping, cargo handling, dispatch, customs and like purposes.
- (h) Are properly marked with warnings as to the hazardous nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the goods or their contents in the event of the escape of anything injurious therefrom.

Where ABP incurs any expense due to the customer's breach of any of the warranties set out in this condition or in taking any step which ABP shall consider to have been reasonably required to remedy the same or to comply with the lawful requirements of HM Customs and Excise, the Police, the Health and Safety Executive, the Public Health Authority or any similar body, its officers and agents in respect to the goods, the same shall be chargeable to and payable by the customer concerned.

Where they reasonably suspect that a breach of any warranty under this clause has been, or might be committed, ABP is entitled to refuse to accept any goods or plant into its premises, and if goods or plant have been accepted ABP may nonetheless reject them and require their removal; and in that event the customer shall be entitled to no recompense but shall be liable for any dues and charges incurred up to the time of such rejection and the cost of any damage caused by such goods or plant.

#### 7. PROMPT SHIPPING AND REMOVAL OF GOODS

All goods deposited upon any of the quays or wharfs, or in any of the sheds or premises of ABP shall be shipped or removed therefrom with all due diligence and at latest within 7 days from the time of final discharge of the vessel for incoming traffic or 7 days from the time of their being first brought or deposited thereon for outgoing traffic and any goods remaining beyond that time shall incur rent charges in accordance with Condition 11 and, where appropriate, Conditions 16,17, 18 and 19.

#### 8. DESTRUCTION OR DISPOSAL OF HARMFUL GOODS

Where any goods are, or while in the custody of ABP or its employees, agents, independent contractors, sub-contractors or sub-agents become noxious, hazardous, inflammable, explosive or in any way dangerous or otherwise likely to cause damage (which includes goods which are infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests) whether alone or in combination with other goods and whether or not by reason of the act or omission of any person, ABP or the person in whose custody the goods then are shall be at liberty to destroy or otherwise deal with the goods as in its or his discretion may seem desirable for the purpose of rendering the goods harmless. Where this condition applies the customer shall indemnify ABP against all loss, damage, costs and expenses arising out of or in connection with the fact or matter by reason whereof this paragraph applies.

#### 9. DANGEROUS GOODS

Goods of an inflammable, explosive, dangerous or offensive nature shall not be brought into or dealt with at ABP's premises unless and until a declaration by the owner or depositor in writing shall have been given to the Port Manager of their nature quality and quantity, and the Port Manager's consent shall have been first obtained, and then only upon such terms and conditions as may have been arranged, and or may be prescribed in the bye-laws of ABP, or by or under statute.

## 10. EXPLOSIVES

Without prejudice to Condition 9, where ABP undertakes to handle explosives (defined as substances and articles listed under Class 1 of the International Maritime Dangerous Goods Code as published by the International Maritime Organisation) or consents to the handling of explosives on its premises by others, the customer shall, subject to the undernoted limit, bear and pay for any damage or injury which may be caused to any property belonging to ABP and for any expense to which ABP may be put by reason of or in consequence of a fire or explosion involving the explosives. Further, the customer shall, subject to the said limit, indemnify and keep indemnified ABP from and against all actions, claims, demands, costs, losses, charges, damages and expenses which may be brought or made upon ABP or which ABP may pay, bear, incur or sustain in respect of any loss of life, injury or damage which may be caused to third parties by reason of or in consequence of or in connection with the handling of the explosives. the customer shall be required to provide a letter of confirmation from their insurance company that the said indemnity is underwritten by a policy of insurance, quoting the policy number and the period of insurance.

The limit under the foregoing paragraph shall be £3,000,000 or such higher sum as may be notified in respect of any one accident or series of accidents arising out of one occurrence. This indemnity shall apply whether or not any accident or occurrence is caused by the negligence or default of ABP or its servants.

## 11. ABP'S DISCRETION OVER HANDLING METHODS

Subject to specific written instructions given to ABP by the customer and accepted by ABP in writing, ABP reserves to itself complete freedom in respect of the means and procedure to be employed in the receipt, collection, unitisation, stuffing, stripping, storage, packing, carrying, handling, tallying, loading, discharging or delivery of goods. If in ABP's opinion the interests of the customer so require, ABP may deviate from the customer's instructions (whether or not accepted by ABP) in any respect and any expenses reasonably incurred thereby shall be for the customer's account.

## 12. ARRIVAL OF VESSELS AND VEHICLES

ABP will not be bound to admit vehicles to its premises or to allow vessels to berth thereat except by prior arrangement with the customer.

## 13. SEQUENCE OF HANDLING VESSELS AND VEHICLES

Vessels moored and vehicles arriving at the ABP's premises will be dealt with in the order determined by ABP and its sole discretion.

ABP shall not be liable to pay or refund demurrage or any other compensation for the loss of use of vessels or vehicles or for their not being ready in time, nor to make good any other loss or damage suffered as a result of delay or interruption in the handling of vessels or vehicles or in receiving goods into or delivering them out of ABP's premises.

The customer shall ensure that the vessels and vehicles arrive and are handled and depart in conformity with the requirements and regulations of ABP, its dock and harbour masters and other officials as well as the lawful requirements of HM Customs and Excise, the Police, the Health and Safety Executive, the Public Health Authority or any similar body.

## 14. HOURS OF WORK

ABP shall not be bound to do any work outside the normal hours details of which can be provided on request, and which may be varied from time to time, unless otherwise agreed in writing by ABP, and shall be entitled to make additional charge for any work done outside such hours at the customer's request.



## 15. PAYMENT OF CHARGES

The rates of ABP's charges shall be those published in the Port Office as those prevailing at the time that the facilities or services of ABP are actually utilised by the customer and ABP may from time to time revise these rates by publishing any such revision in the Port Office.

ABP's standard terms of payment are as follows:

|   |   |
|---|---|
| Ship Dues   | - payable on demand before sailing or on receipt of invoice (whichever is the earlier). |
| Goods and Passenger Dues and other trade accounts | - payable on demand unless special credit facilities have been agreed.                  |

Upon application by customers to ABP and the signing by them of the prescribed request, ABP, in its discretion, may allow them a credit account subject to any special conditions which may from time to time be applicable. Invoices charged to approved credit accounts shall be paid without deduction within 28 days of the invoice date, excepting that ship dues are payable in advance or on demand, and charges for services shall be payable on the agreed dates or on demand. Payment thereof shall not in any case be delayed pending the settlement of any questions as to the accuracy of any particular item or items of the account or the allowance of any counter claim or set off by the customer. ABP reserves the right to charge interest at the rate of 8% p.a. above the base rate of the Bank of England on all accounts overdue and such interest shall accrue on a daily basis until payment is received.

ABP may, subject to any statutory requirements to the contrary, at any time demand payment by standing order, direct debit or prepayment of the whole or part of its charges.

No undertaking by ABP to collect from a consignee or any other person any sum payable to the customer and no demand by ABP on any such person, shall constitute a waiver or release by ABP of any rights against the customer.

No vessel will normally be permitted to leave the docks until all dues and charges have been paid and a pass has been obtained from the Port Manager, which must be lodged with the Harbour Master prior to the departure of the vessel.

ABP may refuse to deliver or release goods until all charges incurred in relation thereto have been paid but pending such delivery or release any charges accruing on a daily basis or other periodic basis shall continue to accrue.

## 16. GENERAL LIEN WITH POWER OF SALE

ABP may exercise, upon all goods and plant in its possession a lien, not only for any charges and expenses due thereon, but also for all monies owing by the owners to ABP on any account, and in the event of any such charges, expenses and monies not being paid within 10 days of the notice of the exercise of any such lien, ABP may sell the goods and apply the proceeds towards the satisfaction of all such charges, expenses and monies on whatsoever account owing and also all charges and expenses arising during the exercise of any such lien. If the customer has sold or shall sell the goods the subject of the lien ABP may, at their option, accept the proceeds of such sale or some interest or charge in or over such proceeds in substitution of their lien as a condition for releasing the goods.

## 17. DISPOSAL OF PERISHABLE GOODS

Where ABP is in possession of perishable goods of any nature which are not taken up immediately upon arrival or which are liable for any reason to perish before shipment or delivery which, in the opinion of ABP, are insufficiently addressed or marked or are otherwise so unidentifiable that ABP cannot determine on what vessel they should be shipped or to whom they should be made available for collection, ABP may sell or otherwise dispose of such cargo without any notice to the customer, sender, owner or consignee of the goods. All charges and expenses arising in connection with the sale or disposal of the goods shall be payable by the customer, and, in event of a sale, payment or tender of the net proceeds of sale, after deduction of the aforesaid charges and expenses and all other sums due to ABP under these conditions, shall discharge all liability of ABP to any person, firm or corporation in respect of the goods.

#### 18. DISPOSAL OF UNDELIVERABLE GOODS

ABP shall be entitled to sell or otherwise dispose of all non-perishable goods which, in the opinion of ABP, are insufficiently or incorrectly addressed or marked or are otherwise so unidentifiable that ABP cannot determine on what vessel they should be shipped or to whom they should be made available for collection or which are not collected or accepted by the consignee, upon giving 21 days notice in writing to the customer (if known) or the publication of such notice in the Port Office. All charges and expenses arising in connection with the storage sale or disposal of the goods shall be payable by the customer, and, in the event of a sale, payment or tender of the net proceeds of the sale, after deduction of the aforesaid charges and expenses, and all other sums due to ABP under these conditions, shall discharge all liability of ABP to any person, firm or corporation in respect of the goods.

#### 19. DISPOSAL OF EMPTY CASES, PACKAGING, ETC.

After shipment or other removal of goods from ABP's premises any package, case, pallet, container or other thing which conveys or supports cargo, remaining empty or substantially empty and unused shall be removed by the customer within 28 days of such shipment or other removal of the goods or their becoming empty or substantially empty (as the case may be). If the customer fails to remove these items within that period or such further period as ABP may in writing agree to allow, ABP may for their sole benefit dispose of them (whether by sale, gift, destruction or otherwise) and shall not be liable, answerable or accountable to the customer or any person interested in such items for so doing or for the proceeds of any such disposal.

#### 20. LIABILITY - PROOF OF NEGLIGENCE

ABP shall be liable for loss or misdelivery of or damage to goods or plant or any deficiency therein if, but only if, it be proved by the customer (otherwise than by evidence only of such loss, misdelivery, damage or deficiency of or to the goods or plant when in ABP's possession or power) to have been caused by the negligence of ABP or their directly employed servants.

#### 21. FORCE MAJEURE

- (a) ABP shall not be liable for any breach of obligation to the extent that performance thereof is delayed, hindered or prevented by force majeure.
- (b) Force majeure means any circumstances or conditions beyond ABP's control or which it is not reasonably practicable for ABP to control or alleviate.
- (c) Fire (including steps taken for the extinguishment thereof), explosion, Without prejudice to the generality of sub-condition (b) above and without being thereby limited, force majeure includes any one or more of the following:
  - (1) Act of God, storm, tempest or flood.
  - (2) Fire (including steps taken for the extinguishment thereof), explosion, smoke, ionising radiation, radioactive contamination.

- (3) Impact by aircraft or objects dropped or falling from them.
- (4) Strikes, combinations, lockouts, go-slows or other industrial action by any person or anything done in the furtherance of a trade dispute.
- (5) Scarcity of labour, plant, machinery, fuel or power.
- (6) War, revolution, riot or civil commotion.
- (7) Restrictions imposed directly or indirectly by HM Government or any person, corporation or body acting under statutory powers.
- (8) Theft or wilful damage unless proved by the customer to have been committed by the servants of ABP.
- (9) Inherent vice of the goods.
- (10) Vermin, insects, fungal attack, rot or corrosion.
- (11) Heat or cold including heat within the goods themselves and unintended
- (12) Improper or insufficient packing, marking, documentation or labelling.
- (13) Any act of ABP its servants or agents which, though deliberate, are reasonably necessary for the safety or preservation of persons, the premises and or any goods thereat.
- (14) Late receipt of Customs entries or delivery or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of any person, delay in passing Customs entries or obtaining clearance of any goods or omission of information from or a mis-statement in any order to ABP relating to the goods.

## 22. LIMITATION OF LIABILITY - CONSEQUENTIAL LOSS

ABP shall be under no liability whatsoever (whether for negligence or otherwise) for goods, plant or vessels being delayed or for loss of any market thereof or for any other consequential loss.

## 23. LIABILITY- MONETARY LIMIT

The liability under Condition 20 hereof shall be limited to the cost of the goods or plant lost, misdelivered or damaged or the market value thereof or the cost of replacing or repairing the same or £1,300 per tonne of the gross weight of the goods or plant concerned, whichever shall be the least.

## 24. LIABILITY - TIME BAR FOR CLAIMS

It is a condition precedent to the liability of ABP under Condition 20 hereof that ABP be notified in writing, in the case of damage, deficiency or partial loss, before the goods are removed from ABP's premises and in the case of total loss or misdelivery, within 30 days in the case of import goods or 60 days in the case of export goods of the delivery of the goods by ABP or their removal from ABP's premises, with particulars of the nature and amount of any claim to be made. Any claim not made in accordance with the terms of this Condition shall be deemed to be waived, extinguished or absolutely barred.

## 25. LIABILITY LIMITS AVAILABLE TO THIRD PARTIES

By delivering the goods to ABP, the customer shall be deemed to confer severally upon the employees and agents of ABP, and upon its or their independent contractors, the benefit of all warranties, representations, limitations and exclusion of or exemptions from liability, indemnities, defences, amenities and rights herein provided for the benefit of ABP, upon any such person as aforesaid providing any services whether or not of a stevedoring nature in relation to the goods. This Condition also constitutes a separate contract made by ABP on its own behalf and as agent for all persons who are its servants or agents from time to time whether or not as stevedore providing services as aforesaid in relation to the goods.

26. BYE-LAWS

The rights and powers of ABP under these Terms and Conditions are in addition to and not in substitution of the rights and powers of ABP conferred by their current Bye-laws.

27. ENGLISH LAW AND JURISDICTION

Any legal relationship between ABP and the customer shall be governed by and interpreted in accordance with English law and the customer submits to the jurisdiction of the High Court of Justice in England but ABP may enforce any contract between ABP and the customer in any court of competent jurisdiction.

28. GIVING OF NOTICES

Any notice required to be given hereunder shall unless otherwise specified by sufficiently given if sent by registered or recorded delivery post or left at the principal or registered office for the time being of the party to be served and if served by post on the third day (not being a Sunday or public holiday) following the day of posting.

29. HEADINGS

The headings set out in these Conditions are provided for convenience and they shall not limit, control or affect the meaning of the provisions to which they refer.

### Regional Director

Ocean Gate  
Atlantic Way  
Southampton  
Hampshire  
SO14 3QN

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Facsimile: (023) 8033 6402  
Email: [Southampton@abports.co.uk](mailto:Southampton@abports.co.uk)  
Website: [www.abports.co.uk](http://www.abports.co.uk)

### Harbour Master

Telephone: (023) 8060 8208  
Facsimile: (023) 8023 2991  
Website: [www.southamptonvts.co.uk](http://www.southamptonvts.co.uk)