



Harbour Office, 20 New Quay Road, Poole, Dorset, BH15 4AF
www.phc.co.uk

Poole Harbour Commissioners (PHC)

Standard Terms and Conditions of Trade

Important Advice

These terms and conditions contain provisions by way of indemnity and also exclusion and limitation of liability in favour of PHC 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.

'Agreement' means any agreement entered into by and between PHC and the Customer for the provision of the Services governed by these Conditions

'Conditions' means these PHC general terms and conditions as updated from time to time

'Customer' shall mean any person, corporation, firm or body of persons whether incorporated or unincorporated who has or brings any Vessel within the Port Area or visits the Port Area and/or who delivers or brings Goods or Plant onto or whose Goods or Plant come howsoever to be on the Port Area and/or who by themselves their servants or agents avail themselves of any facility or service provided by PHC.

'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.

'Harbour Office' means 20 New Quay Rd, Poole BH15 4AF

'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.

'PHC' shall mean Poole Harbour Commissioners

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

'Port Area' means the area to which any of the byelaws or any standing or general directions apply as defined therein and any harbour, land or premises owned, leased, operated or governed by PHC

'Services' means any service, advice or facility provided by PHC to the Customer, whether or not any charges are rendered

'Vessel' includes any ship, boat, raft or craft of every 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 Conditions shall apply to (i) all Services provided by PHC as principal, agent, bailee, sub-bailee or otherwise whether within the Port Area or elsewhere and (ii) all physical access by any person, Vessel, Goods or Plant to or from the Port Area. These Conditions cannot be varied otherwise than in writing signed by an authorised officer of PHC. The acceptance by the Customer of these Conditions may be express on signing an Agreement or otherwise but even if not made expressly, acceptance will be implied from the entry by the Customer into any legal relationship with PHC. 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 Port Area and/or the submission of any shipping or unit load note or the making of any other written or oral application to PHC for entry to the premises of PHC or for any service or the use of any facility by or on behalf of the Customer.

PHC may agree specific contracts with a Customer and/or issue special terms and conditions governing the provision of certain Services in which case these Conditions shall apply unless and to the extent inconsistent with any such specific contract or special terms and conditions.

3. WARRANTIES BY CUSTOMER

The Customer expressly warrants to PHC that he is either the owner or the authorised agent of the owner of the Vessel and Goods the subject matter of the transaction and of any Plant brought on to PHC'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 and that he has specifically notified the existence and terms of these Conditions to such person, firm or corporation .

The Customer warrants that its employees and those of any agents, contractors or sub-contractors it may engage including hauliers and stevedores will be and are properly trained and competent to carry out any tasks assigned to them at the time those tasks are assigned and undertaken, and that in relation to the giving of any instructions to PHC or the inputting of any information into any electronic service or system operated or managed by or on behalf of PHC that such persons have the full authority to give such instructions or input such information.

The Customer warrants that it has or shall obtain and will maintain at its own expense any and all necessary permits, licences or authorisations relating to the carriage, handling, storage and movement of the Vessel, Goods and Plant.

The Customer shall be responsible for all duty, levies, fines or charges relating to the Vessel, Goods and Plant and shall indemnify PHC, its employees, agents, consultants and contractors against any and all claims made by HM Revenue & Customs and any other duty, levies, fines, charges and expenses in respect of such Vessel, Goods or Plant.

The Customer shall be liable for and shall indemnify PHC, its employees, agents, consultants, contractors and sub-contractors against any and all claims, including claims for personal injury and/or death, actions, liabilities, fines, losses, damages and expenses (including legal expenses on the indemnity basis) incurred by PHC, its employees, servants, agents contractors or sub-contractors (even if caused or contributed to by PHC's negligence) which arise out of or in connection directly or indirectly with: (i) the failure of the Customer to comply with the Conditions or to take any step which PHC shall consider to have been reasonably required to remedy such failure; (ii) the failure to comply with the requirements of any authority; (iii) any act, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Customer or owner of any Vessel, Goods or Plant.

4. ORDERS IN WRITING

PHC 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, PHC will, on application, supply forms of request to persons using its premises for the various services undertaken by or facilities provided by PHC. All orders by telephone must be immediately confirmed in writing and PHC 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 other official formalities.

5. QUANTITY AND DESCRIPTION OF GOODS

(a) An account of the contents and quantities loaded/to be loaded on-board each Vessel discharging or loading Goods in the docks shall be supplied by the ship owner, or its authorised agent, to PHC before the discharge commences or immediately after the loading has been completed.

(b) Prior to (or on) delivery of the Goods to the Port Area the Customer shall ensure that PHC is given a full description of the Goods sufficient to identify them and in addition is given full particulars of the Goods and any hazards connected therewith.

(c) PHC shall be permitted by the Customer to give any particulars furnished under (a) and (b) above to whomsoever PHC deems necessary. The Customer shall be bound by and deemed to warrant the accuracy of all descriptions, values and other particulars furnished to PHC and undertakes to indemnify PHC 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 PHC premises.

(a) Will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods or Plant or PHC'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 PHC's premises;

(c) Are not overheated or liable to become so while at PHC's premises;

(d) Require for their safekeeping no special protection (other than as may be agreed in writing between PHC and the Customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other Goods or from their flammability;

(e) Contain no controlled drugs (unless the Customer is licensed or otherwise lawfully authorised in respect thereof), contraband, pornographic or other illegal material;

(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; and

(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 PHC 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 PHC 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 PHC is entitled to refuse to accept any Goods or Plant into its premises, and if Goods or Plant have been accepted PHC may none the less reject them and require their removal; and in that event the Customer shall be entitled to no recompense other than a refund of charges made, less the value of any damage caused by such Goods or Plant and any handling or other operating costs incurred by PHC.

7. PROMPT SHIPPING AND THE REMOVAL OF GOODS

All Goods deposited upon any of the quays or wharfs, or in any of the sheds or premises of PHC shall be shipped or removed therefrom with all due diligence and at latest within 7 days from time of final discharge of the Vessel for incoming traffic or 14 days from the time of their being first brought or deposited thereon for outgoing traffic and any Goods remaining beyond that time shall incur storage charges in accordance with the tariff and may be removed and dealt with by PHC 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 PHC 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, PHC 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 PHC 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 PHC's premises unless and until a declaration by the owner or depositor in writing shall have been given to the PHC of their nature quality and quantity, and PHC'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 PHC, or by or under statute.

10. EXPLOSIVES

Without prejudice to Condition 9, where PHC 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 PHC and for any expense to which PHC 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 PHC from and against all actions, claims, demands, costs, losses, charges, damages and expenses which may be brought or made upon PHC or which PHC 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 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 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 PHC or its servants or agents.

11. PHC'S DISCRETION OVER HANDLING METHODS

Subject to specific written instructions given to PHC by the Customer and accepted by PHC in writing, PHC 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 PHC's opinion the interests of the Customer so require, PHC may deviate from the Customer's instructions (whether or not accepted by PHC) in any respect and any expenses reasonably incurred thereby shall be for the Customer's account.

12. ARRIVAL OF VESSELS AND VEHICLES

PHC will not be bound to admit vehicles to its premises or to allow Vessels to berth at its premises except by prior arrangement with the Customer.

13. SEQUENCE OF HANDLING VESSELS AND VEHICLES

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

PHC 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 PHC's premises.

The Customer shall ensure that the Vessels and vehicles arrive and are handled and depart in conformity with all national legislation, the requirements and regulations of (i) the International Ship and Port Facility Security Code, (ii) the International Convention for the Safety of Life at Sea and (iii) PHC, 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, the Maritime and Coastguard Agency, the laws of the Vessel's Flag State or any similar body.

14. HOURS OF WORK

PHC 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 PHC, 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 PHC's charges shall be those (i) set out in the Annex to any Agreement or (ii) for any items that are not covered by the rates of charges set out in an Agreement, or if no rates of charges have been agreed, PHC's charges for those items shall be the standard rates published on PHC's website at "www.phc.co.uk" at the time that the facilities or services of PHC are actually utilised by the Customer. PHC may from time to time revise the standard rates of charges by publishing any such revision on PHC's aforementioned website. The rates of charges set out in the Annex to the Agreement shall be subject to review and revision in the manner prescribed therein. The Customer acknowledges by its acceptance of these Conditions that it has had adequate notice of the rates of PHC's charges.

PHC's standard terms of payment are as follows: -

Ship Dues and Pilotage Charges

- 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 PHC and the signing by them of the prescribed request, PHC, 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 30 days of the invoice date. 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.

PHC reserves the right to charge interest at the rate of 8% p.a. on all accounts overdue and such interest shall accrue on a daily basis until payment is received.

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

No undertaking by PHC to collect from a consignee or any other person any sum payable to the Customer and no demand by PHC on any such person, shall constitute a waiver or release by PHC 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 Dock Master and Harbour Master prior to the departure of the Vessel.

PHC 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

PHC may exercise, upon all Goods and Plant in its possession a lien, not only for all charges and expenses owing by the Customer in respect of services provided by PHC in respect thereof, but also for all monies owing by and contingent liabilities of the Customer to PHC on any account, and in the event of any such charges, expenses and moneys not being paid within 10 days of the notice of the exercise of any such lien, PHC may sell the Goods and/or Plant and apply the proceeds towards the satisfaction of all such charges, expenses and monies on whatsoever account owing and also all charges and expenses including legal costs (on a full indemnity basis) arising and incurred in relation to the exercise of any such lien. PHC's right to sell the Goods and/or Plant will additionally apply to all Goods and/or Plant that may come into PHC's possession following it first giving notice of the exercise of any such lien. For the avoidance of doubt, all charges, expenses and moneys will be deemed, for the purposes of this Condition 16, to be owing to the extent they have accrued or are accruing up to the date of the application by PHC of the proceeds of sale following the exercise by PHC of its right of sale under this Condition 16 (including, without limitation, any interest on late payment in accordance with Condition 15) regardless of whether they have been invoiced to the Customer, or regardless of whether or not PHC is entitled to issue an invoice in respect of them at the date of the application by PHC of the proceeds of sale following the exercise of its right of sale under this Condition 16 and regardless of whether any maximum credit period offered by PHC to the Customer is yet to expire. If the Customer has sold or shall sell the Goods and/or Plant the subject of the lien PHC may, at its option, accept the proceeds of such sale or some interest or charge in or over such proceeds as PHC shall require prior to the release of the Goods and/or Plant in substitution of its lien as a condition for releasing the Goods and/or Plant.

17. DISPOSAL OF PERISHABLE GOODS

Where PHC 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 PHC, are insufficiently addressed or marked or are otherwise so unidentifiable that PHC cannot determine on what Vessel they should be shipped or to whom they should be made available for collection, PHC 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 PHC under these Conditions, shall discharge all liability of PHC to any person, firm or corporation in respect of the Goods.

18. DISPOSAL OF UNDELIVERABLE GOODS

PHC, shall be entitled to sell or otherwise dispose of all non-perishable Goods which, in the opinion of PHC, are insufficiently or incorrectly addressed or marked or are otherwise so unidentifiable that PHC 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 Harbour 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 PHC under these Conditions, shall discharge all liability of PHC 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 PHC'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 PHC may in writing agree to allow, PHC 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

PHC shall be liable for loss or misdelivery of or damage to Vessels, 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 Vessels, Goods or Plant when in PHC's possession or power) to have been caused by the negligence of PHC or their directly employed servants.

21. FORCE MAJEURE

(a) PHC 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 PHC's control or which it is not reasonably practicable for PHC to control or alleviate.

(c) 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 PHC.
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 exposure to natural or artificial light.
12. Improper or insufficient packing, marking, documentation or labelling.
13. Any act of PHC 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 PHC relating to the Goods.

22. LIMITATION OF LIABILITY – CONSEQUENTIAL LOSS

PHC shall have no liability whatsoever in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising, including by way of contribution, restitution or indemnity, for or in respect of any of the following whether or not the same was reasonably foreseen or foreseeable, known or unknown, actual or anticipated: (a) any increased costs or expenses or both; (b) any loss of profit, income, business, contracts, revenues, goodwill, hire or freight or both; (c) any special, indirect, incidental, consequential or pure economic loss, costs, damages, charges or expenses or both; (d) any loss or damage to passenger luggage and passenger personal effects; (e) delay, or demurrage or detention of any Vessel, Goods or Plant; (f) any wasted investment, capital expenditure, costs or expenses or both; (g) loss which might reasonably have been avoided or minimised by the Customer or the claimant; (h) betterment.

23. LIABILITY – MONETARY LIMIT

Any liability of PHC pursuant to Condition 20 in respect of Goods or Plant 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 lesser. Any liability of PHC in respect of any Customer's passengers' goods including but not limited to luggage or personal effects shall be limited to the lower of the reasonable cost of repairs or the market value at the time of the loss or damage.

Any liability of PHC pursuant to Condition 20 in respect of Vessels shall be limited to the lowest of (i) the reasonable cost of repairs (ii) the market value as at the time of the loss of that part or parts of the Vessel to which the claim relates at the time of loss or damage or (iii) the sum of GBP 1,000,000 if the Vessel was using or in the process of calling at PHC docks when the loss or damage occurred, otherwise the sum of GBP 5,000,000;

PHC's liability to a Customer for all loss, damage, liability, claim, contribution, cost and/or expense (including legal costs) arising out of or in respect of any one incident or event shall in no circumstances exceed the sum of GBP 5,000,000.

PHC's total aggregate liability to all Customers for any loss, damage, liability, claim, contribution, cost and/or expense (including legal costs) arising out of or in respect of any one incident or event or series of related incidents or events shall in no circumstances exceed the sum of GBP 10,000,000.

24. LIABILITY – TIME BAR FOR CLAIMS

It is a condition precedent to the liability of PHC under these Conditions hereof that PHC be notified in writing, in the case of damage, deficiency or partial loss, before the Goods are removed from PHC'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 PHC or their removal from PHC's premises, with particulars of the nature and amount of any claim to be made. Without prejudice to the forgoing, PHC shall be discharged of all liability whatsoever howsoever arising in respect of any Services provided for the Customer or which PHC has undertaken to provide unless suit be brought and written notice thereof given to PHC within 12 months from the date of the event or occurrence alleged to give rise to a cause of action against PHC.

25. LIABILITY LIMITS AVAILABLE TO THIRD PARTIES

By delivering the Goods to PHC, the Customer shall be deemed to confer severally upon the employees and agents of PHC, and upon its or their independent contractors, the benefit of all warranties, representations, limitations and exclusions of or exemptions from liability, indemnities, defences, amenities and rights herein provided for the benefit of PHC, 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 PHC 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. CARRIAGE AND COLD STORAGE

In any case in which PHC by itself, its servants or agents undertakes to provide road haulage or cold storage of Goods, the provisions of:

- (i) In the case of road haulage, the Road Haulage Association Conditions of Carriage 1998, and
- (ii) In the case of cold storage, the National Cold Storage Federation Conditions of Business 1980,

copies of which will be supplied on request, will apply, unless otherwise agreed in writing, to any road haulage or cold storage so undertaken.

27. DURATION AND TERMINATION

On the expiry of the term of any Agreement such Agreement shall automatically come to an end. Unless the parties agree otherwise, such as but not limited to the parties forming a new Agreement prior to the expiry of its term, the Customer shall remove the Vessels, Goods and Plant from the Port Area by and no later than the expiry of the term, failing which PHC may do so, take possession of and sell them, and reimburse to the Customer the net sale proceeds if any. PHC shall refund any charges paid in advance in respect of Services not performed but may deduct any sums due to it as well as any loss, damage, liability, cost or expense incurred by or caused to PHC by or in respect of such Vessel, Goods or Plant.

PHC may in its absolute discretion (i) terminate the Agreement, (ii) suspend performance of all or any part of the Services, or (iii) charge the standard rates and charges published in the Harbour Office in replacement to the rates of charges set out in the Annex to these Conditions where (i) the Customer is in breach of the Conditions, including where payment has not been made; (ii) if the Customer has failed to meet any minimum commercial volume agreed (iii) in PHC's reasonable opinion there is a risk of public disorder, disruption to the Port's trade, or a risk to security of persons or property in the Port Area or the vicinity; (iv) if to perform the Service would contravene any law, regulation or sanction or would expose PHC to the risk of sanction; (v) if the Customer becomes subject to an event of insolvency including but not limited to liquidation, receivership, administration or bankruptcy. The Customer waives any and all claims against PHC for any breach of statutory duty relating to exercise of its discretion.

28. INSURANCE

The Customer shall be fully insured against all risks (including, without prejudice to the generality of the foregoing, fire, damage, salvage, public liability and theft, whether due to the negligence of others or not), for a sum of not less than £10,000,000 at all times that they shall remain on the Port Area. The Customer shall be responsible for insuring the Vessels, Goods and/or Plant for any loss or damage, which they may sustain within the Port Area. The Customer shall not do any act nor permit any act to be done by which any of the insurances may be suspended or avoided and not to permit the Vessels to engage in any voyage or to carry any cargo not permitted under the insurances in effect without first obtaining cover to the amount required by this Condition 28. The Customer shall provide evidence of such insurances to PHC's Harbour Master on request and shall notify PHC immediately on the termination or suspension of any of such insurances or on the breach of any conditions of such insurances.

29. BYE-LAWS

The rights and powers of PHC under these Conditions are in addition to and not in substitution of the rights and powers of PHC conferred by their current Bye-laws and other applicable statutes. The Customer warrants that it and its representatives shall at all times comply in all respects with all applicable international conventions, laws, regulations, and codes of practice relating to the port area (including the local acts, byelaws, standing directions and orders, and all directions and requirements of PHC or its staff) and to the Vessels, Goods and/or Plant (including navigation, manning, carriage, packing, handling, storage, and movement).

30. ENGLISH LAW AND JURISDICTION

Any legal relationship between PHC and the Customer shall be governed by and interpreted solely in accordance with English law and the Customer submits to the jurisdiction of the courts of England and Wales but PHC may enforce any contract between PHC and the Customer in any court of competent jurisdiction.

31. GIVING OF NOTICES

Any notice required to be given hereunder shall unless otherwise specified be 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. Any such notice shall be deemed to be served at the time the same is handed to or left at the address 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.

32. 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