

ASSOCIATED BRITISH PORTS

STANDARD TERMS AND CONDITIONS OF TRADE

IMPORTANT ADVICE

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CONDITIONS WHICH EXCLUDE OR LIMIT THE LIABILITY OF ABP (INCLUDING CONDITIONS 4A.1, 6.4, 11, 14.1, 16, 18.2, 19.2, 20, 22, 23, 24, 25, 26), REQUIRE THE CUSTOMER TO INDEMNIFY OR REIMBURSE ABP IN CERTAIN CIRCUMSTANCES (INCLUDING CONDITIONS 3.2, 4, 4A, 5.3, 6.3, 7.3, 8.2, 9.3, 10.1, 16, 17, 18.2, 19.2, 21.3, 28.6), ADDRESS PRICE CHANGES (INCLUDING CONDITION 13.13) AND LIMIT TIME (INCLUDING CONDITION 25)

ABP UNDERTAKES NO OBLIGATION TO EFFECT INSURANCE (AND MAKES NO CHARGE FOR INSURANCE). CUSTOMERS ARE ADVISED TO EFFECT INSURANCE THEMSELVES.

EXCEPT TO THE EXTENT THAT A BESPOKE WRITTEN AGREEMENT HAS BEEN ENTERED INTO BETWEEN THE CUSTOMER AND ABP, WHERE INCONSISTENT WITH TERMS AND CONDITIONS PREVIOUSLY APPLYING OR UNDERSTOOD TO APPLY, THESE CONDITIONS WILL PREVAIL.

1 Definitions

1.1 In these Conditions the following expressions have the following meanings:

“**ABP**” means Associated British Ports whose principal office is at 25 Bedford Street, London WC2E 9ES or such other address as may be notified by ABP from time to time;

“**ABP Party**” means any employee, agent, contractor or sub-contractor of ABP;

“**ABP Notify Website**” means the ABP portal at <https://abpnotify.co.uk/login.aspx> (or such other portal or web address as ABP may advise from time to time);

“**ABP Plant**” means any Plant belonging to ABP, including any Plant used by ABP in the provision of Services or which ABP hires to the Customer;

“**ABP Regulations**” means all Terminal Regulations, codes of practice or other directions, regulations or port rules issued from time to time by ABP in connection with the Port;

“**Applicable Laws**” means all applicable law and legislation of any jurisdiction including all or any statutes, rules, regulations, statutory guidance, treaties, directives, decisions, directions, recommendations, codes of practice, guidance notes, circulars, bylaws, orders, notices, demands, regulations or official guidance issued by any Competent Authority which are applicable to the Customer, the Port and/or any aspect of the performance of these Conditions as the same may be amended or modified from time to time;

“**BCP Charges**” means the charges specified as such in the Port Tariff;

“**BCP**” means a border control post, being an inspection post designated, approved and operated in line with Applicable Laws for carrying out checks on Goods coming into and leaving the United Kingdom;

“**Cargo**” means cargoes of any description;

“**Cargo Services**” means any services provided by, or on behalf of, ABP in relation to the Cargo or Containers including unloading or loading Cargo or Containers from or to Vessel or from or to Customer Transport, handling of Cargo or Containers, storage of Cargo or Containers at the Port management of storage, any ancillary services carried out to facilitate the clearance through HM Revenue & Customs, Border Force UK, Port Health Authority or any other Competent Authority of Cargo or Containers;

“**Charges**” means all charges, dues, expenses or other sums (including charges for Services, charges for the hire of ABP Plant, BCP Charges and dues and charges for Vessels) which are payable by the Customer to ABP;

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

“**Conditions**” means these standard terms and conditions of trade as may be updated by ABP from time to time;

“**Container**” means any container which complies with ISO Standards for freight containers, including for example reefer, tank-container and flats which are, or have been, or are able to be carried on a Vessel;

“**Customer**” means any Person who:

- (a) visits the Port in any capacity;
- (b) has or brings or causes any Vessel to be within the Port including the owner, agent, charterer, master and any crew of a Vessel;
- (c) uses the Port in connection with a business;
- (d) delivers, brings or causes Goods or Passengers to be on the Port or whose Goods or Passengers howsoever come to be on the Port;
- (e) by themselves or their Representative use any facility or ABP Plant at the Port or receive any Services provided by or on behalf of ABP; or
- (f) has or brings or causes any Customer Transport to be on the Port including the owner, agent, driver or any other person in charge of any Customer Transport;

“**Customer Invitees**” mean any Representative or other Person whom the Customer invites onto the Port;

“**Customer Transport**” means any road or rail transport supplied or arranged by or on behalf of the Customer or its Representative to transport Goods or Passengers to or from or within the Port;

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

