



LICENCE TERMS AND CONDITIONS

APPLICABLE TO VESSELS USING

THE GREENOCK CRUISE VESSEL BERTH

June 2024

**LICENCE TERMS AND CONDITIONS APPLICABLE TO VESSELS USING THE GREENOCK
CRUISE VESSEL BERTH**

SECTION 1: GENERAL CONDITIONS

1. Definitions

1.1 In these Terms and Conditions:-

“Applicant”	the Applicant whose name and address are set out in the Application
“Application”	means the application form signed by the Applicant to which these Terms and Conditions apply and in the form advised by the Company from time to time.
“Berth”	means the cruise vessel berth lying to the east of Greenock Ocean Terminal allocated by the Company for use by the Applicant or, where the context so requires, the part thereof to which the Application relates, or such other berth at the Port that the Vessel may be permitted to use.
“Charges”	means charges, dues, fares, tolls, costs, interest and all other sums of every description due to the Company in relation to the use of the Berth and/or the provision of the Services which shall be as specified in the Schedule of Charges or such other sums as may be agreed in writing between the parties.
“Company”	means Clydeport Operations Limited, incorporated under the Companies Acts, and having its registered office at 16 Robertson Street, Glasgow G2 8DS and including, where the context so admits, its holding, subsidiary and associated companies, and their successors and assignees from time to time.
“Customer”	shall include the Applicant (whether acting as principal or agent) and/or any party contracting with the Company for the Services and/or the beneficiary of the Services, including but not limited to the Shipowner, agent or master of a Vessel, or such other person as the Company may, from time to time, in writing, accept as being in charge of a Vessel, all jointly and severally.
“Data Protection Legislation”	means all applicable data protection and privacy legislation, regulations and guidance relating to the processing of personal data and privacy including, without limitation the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and any regulations or instruments created under such legislation and any amendments and/or re-enactments of any of the foregoing. Terms in this agreement shall, so far as the context permits and unless otherwise stated, have the meanings given to them in GDPR.
“Dock Estate”	means the quays, berths and all works, lands and property of every description whatsoever and buildings structures and erections thereon at the Port for the time being vested in or occupied by the Company.
“Equipment”	means all equipment made available by the Company for use in connection with Vessels at the Berth.

“Goods”	means all relevant Luggage and Ship’s Stores.
“Group of Companies”	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.
“Harbour”	means any harbour or berth operated or owned or otherwise under the control of the Company.
“Harbour Master”	means the Company’s Harbour Master or such other employee of the Company as may from time to time perform the role of Harbour Master.
“Licence Period”	means the licence period referred to in the Application and confirmed in writing by the Company.
“Luggage”	means the baggage (including contents) and belongings of passengers, officers and crew of any Vessel using the Berth
“Pilotage Area”	means all areas within the jurisdiction of the Company as defined in the Clyde Port Authority Order 1965 as amended.
“Port”	means the River Clyde between Albert Bridge, Glasgow and a line drawn across the River Clyde from the eastern end of the Castle of Newark on the south bank to the mouth of the Cardross Burn on the north bank, or the Port and Harbours of Greenock and Port Glasgow or Hunterston.
“Schedule of Charges”	Means the Schedule of Charges in relation to Cruise Vessels published by the Company from time to time in respect of the Services, which may be obtained on request to the Company or at www.peelports.com .
“Services”	means the Services of berthing, unberthing, shifting, loading, discharging Goods, transportation, carriage, warehousing, marine services, pilotage, provision of fresh water, waste removal, handling Luggage and ship stores and such other Services as may be provided by the Company from time to time (but excluding container handling services).
“Shipowner”	means the registered or beneficial owner of any Vessel to which these Terms and Conditions relate and shall include any part owner, bareboat, time, voyage or slot charterer, line operator, manager, master, agent or other person in charge of the Vessel, disponent owner consignee or mortgagee in possession.
“Ships Stores”	means all goods being loaded on or unloaded from a Vessel in the nature of ships stores and including food and drink for consumption by passengers, officers and crew and equipment used in the operation of the vessel including spares, chandlery, cordage, lubricants, repair and replacement materials and tools, crockery, cutlery, napery, bed linen, glassware, toiletries, cleaning materials, uniforms, workwear and entertainment equipment.
“Terms”	means these Terms and Conditions, read together with the Schedule of Charges in force from time to time.

"Vessel"	means a ship, boat, raft or water craft of any description and includes non-displacement craft, seaplanes and any other thing constructed or adapted for floating on or being submersed in water (whether permanently or temporarily), and a hovercraft and any other amphibious vehicle; and where the context so requires shall means such ship or other as is specified in the Application.
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- 1.2 The provisions of the Clyde Port Authority Orders 1965 to 1992, and of all statutes applicable to the provision of the Services by the Company and of the Company's byelaws, directions, rules and regulations, and this Section 1 of the Terms shall apply to all Services, together with the section(s), if any, of the Terms which apply specifically to the type of Service provided.
- 1.3 These Terms may varied by the Company from time to time, but only in writing by a Director or other authorised employee of the Company, and the Customer shall be bound by such variation at the time it is notified to the Customer.
- 1.4 The Company will not be bound by any standard or printed terms or conditions provided by the Customer in any manner.

2. Use of Berth and Bookings

2.1 Use of Berth for Licence Period

The Customer shall have licence to use the Berth for the period of time and for the purposes specified in the Application ("Licence") as duly approved in writing by the Company. As appropriate, the Applicant warrants that it has the authority of the Customer, to agree to these Terms. The Applicant, whether acting as principal or agent shall nonetheless be jointly and severally responsible with the Customer (if the Customer is its principal) under these Terms.

2.2 Application for Berth

An Application should be lodged with the Company in advance before the Berth is required by the Applicant and any booking deposit such as the Company may require, shall be paid. The Company does not guarantee the availability of the Berth nor any Equipment even if a booking deposit is paid and accepted.

Bookings made more than 60 days before the first day of the Licence Period (unless otherwise agreed) will be considered provisional and may be cancelled by either Party on notice to the other Party up to 30 days before the first day of the Licence Period, without any cancellation charges or other liability applying, and any booking deposit shall be refunded. Where the booking is made 30 days or fewer before the first day of the Licence Period, or once any earlier provisional booking is within 30 days of the start of the Licence Period, the booking shall be deemed confirmed and final, and any cancellation by the Applicant shall be subject to cancellation charges detailed in the Schedule of Charges. The Company will not have any liability for its cancelling within the 30 day period, but shall be obliged to refund the booking deposit to the Applicant within 7 days of cancellation.

2.3 Equipment Hire

Equipment may be hired from the Company upon payment of the Company's charges therefor from time to time, and shall be subject to the separate terms and conditions which may be provided to the Customer upon request.

2.4 Harbour Master Powers: No Layup/Repair

The berthing of Vessels alongside the Berth shall be at the sole discretion of the Company's Harbour Master or other authorised officer. The Berth shall not be used for the laying up or repair of any Vessel.

2.5 Suitability of Berth

The Customer has had an opportunity to carry out its own due diligence exercise in relation to the Berth and has asked the Company all the questions it considers to be relevant for the purposes of establishing whether the Berth is suitable for the Vessels calling there and for the intended Services or other authorised activities thereat.

2.6 Access to Berth

The Customer shall have the right at all times and for the purpose of proceeding to and from the Berth in connection with their use of the Berth, with or without vehicles, to pass or repass over and along such route(s) as the Company shall from time to time determine PROVIDED ALWAYS THAT the said route(s) shall be kept clear of obstruction at all times and the Customer and others authorised by the Customer shall unless necessary in connection with the use of the Berth under no circumstances and at no time place or deposit or permit to be placed or deposited on the said route(s) any vehicle item article or material.

2.7 Reserved rights for Company over Berth

2.7.1 The Company its servants agents and other persons authorised by it shall have the right at any time or times:-

2.7.2 to pass and repass over and along the Berth or any part thereof for all purposes in connection with its rights and duties as the Harbour Authority for the Port;

2.7.3 to enter the Berth to view the condition of the Berth;

2.7.4 to inspect and maintain the Berth and the fire fighting and life-saving equipment thereat;

2.7.5 to enter for any other purpose;

and the Customer shall afford all reasonable facilities to give effect to the said rights.

2.8 Termination of use in certain circumstances

The use of the Berth by the Customer may in an emergency or other special circumstances be terminated by the Company and no liability whatsoever shall attach to the Company in respect thereof.

3. Provision of Services

3.1 The Company may provide the Services or may procure that the Services are provided by:

3.1.1 Another company within the Group of Companies, of which the Company is part; or

3.1.2 A successor or assignee or subcontractor of the Company.

4. Charges

4.1 The Customer shall pay all Charges. The Charges shall be payable in respect of the full Licence Period whether the Berth is used or not, subject only to the provisions of Clause 6 (Cancellation).

4.2 The Company shall be entitled to vary the Charges at any time, without notice.

4.3 All Charges are exclusive of any applicable Value Added Tax or similar tax that the Customer shall be liable to pay to the Company in addition to the Charges.

4.4 If the Company incurs additional or abnormal costs in providing the Services in accordance with the following sections of these terms, those costs shall be payable by the Customer in addition to the Charges.

4.5 Any Vessel that remains on the Berth after the Licence Period may be charged on the basis of the Schedule of Charges, and the Customer shall be liable to pay such Charges to the Company. The Company shall be entitled to require that a Vessel removes from the Berth at or at any time after the end of the Licence Period and the Customer accepts that a Vessel shall have no right to remain on the Berth after the end of the Licence Period.

5. Payment

5.1 Subject to any written agreement between the Company and the Customer, the Charges are due and payable by the Customer to the Company on demand following the issue of an invoice by the Company.

5.2 The Customer must pay all Charges in full without deduction, reduction or deferment on account of any claim, counterclaim or set off whatsoever.

- 5.3 The Company shall be entitled to:
- 5.3.1 appropriate any payment made by the Customer to such Services as the Company thinks fit (notwithstanding any purported appropriation by the Customer); and/or
 - 5.3.2 recover from the Customer all costs incurred by the Company in attempting to recover the Charges due by the Customer to the Company; and/or
 - 5.3.3 suspend provision of the Services and/or require advance payment in respect of any future Services.
- 5.4 Daily Interest at 3% over the Bank of Scotland base rate shall be payable on the Charges payable hereunder remaining unpaid after their due date.

6. Cancellation

- 6.1 In the event that the Customer cancels the Services at any time, the Company may recover from the Customer or its agent the full Charges due to it in accordance with the Schedule of Charges

7. Health and safety obligations

7.1 Health and safety compliance

The Customer shall be responsible for compliance with and will indemnify the Company against any claims (including all costs in connection therewith) for breach of the Health and Safety at Work etc. Act 1974 (or any modification or re-enactment thereof) ("HSWA 1974"), the Management of Health and Safety at Work Regulations 1999 ("MHSWR 1999") and all regulations and codes of practice pursuant or ancillary thereto as though they were the occupiers of the Berth and/or employers of personnel engaged in working there, and the provisions of Safety in Docks: Approved Code of Practice ("ACOP L148") (or any modification or replacement of those provisions) insofar as concerns work safety and emergency procedures, as though they were the persons having the general management and control thereof, and in accordance with the Company's "Code of Safe Practice for Tenants, Licensees and Others having control of Cargo Operations within the Ports Operated by Members of the Peel Ports Group" as applicable from time to time, PROVIDED that nothing in this Clause shall extend (i) to any breach of HSWA 1974, MHSWR 1999, ACOP L148, or the Code of Safe Practice for Tenants etc. occurring only while the Berth is not being used by the Customer their servants agents or independent contractors or (ii) to a defect in the structural condition of the realty comprised in the Berth which existed at the date of the use of, or which the Customer has given the Company notice reasonably sufficient to enable the Company to take steps to remedy the breach.

7.2 Training

All persons employed by or on behalf of the Customer on operations at the Berth shall be properly trained and experienced for the work on which they are engaged. The Customer will produce to the Company, on demand, training records and proof of experience for those persons employed on stevedoring operations at the Berth.

7.3 Risk assessments

The Customer shall, at its own expense, be responsible for undertaking such Risk Assessments as may be required from time to time, in accordance with the MHSWR 1999, and/or by the Health and Safety Executive in respect of the operations carried out at the Berth. The Applicant will produce to the Company, on demand, copies of such Risk Assessments.

7.4 Insurance

The Customer shall be responsible for taking out insurance with a reputable insurer in respect of third party/public liability and employers liability risks in relation to its use of the Berth in an amount that will afford adequate cover against the risks concerned. The Customer will produce to the Company, on demand, evidence of such insurance and the receipts for premiums paid thereon. The Customer also warrants that any Vessel using the Berth shall be insured for Protection & Indemnity ("P&I") (including wreck removal) and Hull & Machinery (H&M) risks, or equivalent composite marine insurance covering third party marine liabilities.

7.5 **Dangerous materials**

The Customer shall not deposit nor permit or suffer to be deposited or done at the Berth anything which the Company, the Port health / environment authorities or any other civil authorities may consider dangerous or a nuisance.

7.6 **Regulatory requirements**

The Customer shall comply in all respects with all relevant standards and conditions imposed by the local and national regulatory bodies including but not limited to the Environment Agency and the Scottish Environment Protection Agency or any successor or equivalent body thereto in respect of the operations carried out at the Berth by or on behalf of the Applicant.

7.7 **Byelaws and directions**

The Applicant shall obey all the bye-laws, lawful directions, rules and regulations from time to time of the Company.

8. Damage to Berth

8.1 **Loadings**

The Customer shall not cause or permit the Berth or any part thereof to be loaded in excess of the following maximum Limits: Up to 3m from the quay edge = zero tonnes, between 3m and 5m from the quay edge = 3 tonnes per square metre, over 5m from the quay edge = 5 tonnes per square metre; or such other maximum loads as advised by the Company from time to time.

8.2 **Keep clear/clean**

The Customer shall keep the Berth clean and free at all times from obstructions or substances likely to cause injury or damage to persons or property. Prior to the end of the Licence Period, the Applicant shall at its own expense clean the Berth to standard that is acceptable to the Company. If in the opinion of the Company, the Customer fails to carry out any of the requirements of this Clause, the Company may undertake the necessary work at the expense of the Applicant.

8.3 **Spillages and pollution**

The Customer shall take all reasonable precautions to prevent materials, substances, articles or other deposits from falling into or entering the Company's dock system within the Port, and in any such event the Customer shall be responsible for removing the same from the said dock system at the Customer's expense. The Customer shall be liable for, and agrees to indemnify, defend and hold harmless the Company against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of clean-up or control thereof arising from acts or omissions of the Customer, its employees, agents or subcontractors which cause or allow discharge, spills or leaks from any Vessel or Equipment, or otherwise of any materials concerning the Customer's activities, into the water space or otherwise at or around the Berth or within the Port

8.4 **Indemnity for damage to Berth etc**

The Customer be responsible for and shall indemnify the Company in relation to all and any loss, liability, expense, costs and claims whatsoever arising out damage or deterioration (beyond normal wear and tear) to the Berth and any Equipment and any other property, chattels, equipment or infrastructure thereat arising out of the Company's use of and activities at the Berth. The amount of the Company's liability for any such damage (whether repaired or unrepaired) shall be determined in accordance with the estimated or actual costs of professional repairs or reinstatement (as per the Company's or its contractor's estimates/invoices), which shall be conclusive of amount.

9. Default/insolvency of Customer

- 9.1 In the event of:
- 9.1.1 Any default of the Customer in respect of the Terms; or
 - 9.1.2 The Customer (being a body corporate) having a petition presented for its liquidation or administration (otherwise than a voluntary liquidation for the purpose of amalgamation or reconstruction), having a receiver appointed over any of its assets or undertakings, or becoming subject to any other insolvency proceedings or process (formal or informal); or
 - 9.1.3 The Customer (being an individual or partnership) becoming apparently insolvent, bankrupt or granting a trust deed for its creditors; or
 - 9.1.4 The Customer making any composition with its creditors or ceasing or threatening to cease carrying on business (or any part of its business to which the Services relate); or
 - 9.1.5 The Company reasonably apprehending that any of the abovementioned events is about to occur in relation to the Customer and notifying the Customer accordingly;

Then, without prejudice to any other right or remedy available to the Company, the Company may cancel the Services or suspend any further Services without any liability to the Customer. If the Services have been provided but not paid for, the Charges in respect of those Services shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary and if the Customer fails to so pay the Charges the Company shall be entitled to exercise all or any of the remedies competent to it pursuant to the Terms (including the lien conferred in Clause 10). This provision shall apply equally against the Customer and any trustee, supervisor, receiver, liquidator or administrator of the Customer.

10. Lien

- 10.1 The Company has a lien over the property (including the Goods) of the Customer in the possession of the Company for all Charges due and/or damages caused by the Customer to the Company, or its property. If such Charges and/or damages are not settled within seven days of the due date for payment, the Company may sell such property as it thinks fit and shall apply the proceeds of sale in and towards satisfaction of the cost of the sale and outstanding Charges, and/or damages.

11. Warranty of power to contract - Customer

- 11.1 The Applicant warrants that it has full power to enter into an arrangement to obtain the Services and to be bound by these Terms, either to itself or as agent for a principal.

12. Limitation of Company Liability

12.1 Liability only for physical damage

The Company's liability for all claims whatsoever arising under or in connection with this Licence, and the Services provided hereunder shall in all circumstances be limited (insofar as it is permissible to do so as a matter of law) to physical loss of or damage to any Vessel or other property of the Customer, or loss or damage to Goods, and such liability shall only apply to the extent that the loss of or damage exceeds £250 per occurrence or incident and is proved to be caused solely by the negligence of the Company or its servants agents independent contractors or subcontractors acting in the course of their employment during the performance or provision of the services, and provided also that the Company's limit of liability:

- 12.1.1 for loss or damage to any Vessels shall be £1,000,000 per occurrence or incident;
- 12.1.2 for loss or damage to Goods shall be £5000 per occurrence or incident, subject itself to a sub-limit of £500 per item of Luggage or Ship's Stores.

12.2 The Company's servants, agents and subcontractors shall have the benefit of this limitation of liability.

12.3 Unless claims are notified to the Company within 3 (three) months and proceedings issued within 6 (six) months of the event giving rise to a claim, such claim shall be irrevocably barred.

12.4 Benefit of statutory limitations

Notwithstanding the above, the Company shall have the right in any circumstances to elect or to rely on (in the alternative) any relevant statutory provisions providing for limitation or exclusion of liability.

12.5 Indemnity to Company for liability from delict

For the avoidance of doubt, it is hereby declared that the Company's liability in respect of any loss or damage, whether in contract or in tort (known as delict in Scotland), shall not extend outside the amount specified in Clause 12.1 above and the Shipowner and the Customer, whichever to be at the discretion of the Company, will indemnify the Company against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under this Clause 12, so far as the amounts so claimed are greater than the limit prescribed in Clause 12.1.

12.6 No liability for economic loss

The Company shall not be liable in negligence or otherwise howsoever for indirect or consequential damage, including any claim for loss of use or profits, or for the loss of a particular market, or for delay, but without prejudice to its liability for direct physical damage.

12.7 Indemnity by Customer

12.7.1 The Shipowner and the Customer will be jointly and severally responsible for and provide against all risks and contingencies, including death or personal injury, of any person or damage to any property whatsoever arising from the use of or presence at or near the Berth of the Vessel or the Goods and will indemnify the Company against all proceedings, claims and expenses (including legal costs on a full indemnity basis) arising out of such use or presence or of any act neglect or default of the Master of the Vessel or the Shipowner, their respective agents, independent contractors or subcontractors (other than the Company or its employees and/or servants, agents) or their respective servants on the Company's Dock Estate or on a Vessel.

The Shipowner and the Customer will also be liable jointly and severally to pay to the Company compensation for all damage done to, or suffered by, the property or Equipment of the Company and arising out of or in consequence of any act neglect or default of the Shipowner or owner of Goods, as appropriate, their respective servants agents or independent contractors.

12.7.2 The Company shall not be liable to the Customer or be deemed to be in breach of any agreement between the Company and the Customer, by reasons of any delay in performing, or any failure to perform or to perform properly, any of the Company's obligations in relation to the Services, if the delay or failure was due to any event which, without prejudice to the generality of the foregoing, includes but is not limited to:

- (i) Act of God, inclement weather, epidemics, explosion, flood, tempest, fire or accident;
- (ii) War (declared or undeclared) or threat of war, war-like actions, sabotage, terrorism, piracy, insurrection, civil disturbance or requisition;
- (iii) Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (iv) Import or export regulations or embargoes;
- (v) Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

- (vi) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (vii) Power failure or breakdown in machinery;
- (viii) Pests, insects or vermin or;
- (ix) Any other cause beyond the Company's reasonable control, which makes performance of the obligations under these Terms impossible.

12.8 Correction of errors

Any error or omission in the Schedule of Charges or in any promotional literature, quotation, invoice or other document issued by the Company, shall be subject to correction, without liability on the part of the Company.

13. Liability of Customer

- 13.1 All Goods at the Berth are the sole responsibility of the Customer in every respect.
- 13.2 The Company shall not be responsible for, but shall be indemnified by the Customer against any claim, including any costs relating thereto, arising out of the use or occupation of the Berth by the Vessel or of any act neglect or default of the Customer, its contractors or agents or their respective servants, and against any costs and expenses (including legal costs on a full indemnity basis) incurred by the Company in connection with any claim for loss (including consequential loss) injury (including death) or damage alleged to be attributable to the condition of the Berth and/or the Equipment or to any act, neglect or default of any employee of the Company engaged for the time being in connection with the use of the Berth, and/or the Equipment, or to any delay arising from any failure or breakdown of the Equipment or in supplying the Berth and/or Equipment at the time appointed. The provisions of this Clause shall not apply to any claim:-
- 13.2.1 for damage done to the Equipment or other property of the Company, attributable to the structural condition of the Berth and/or the Equipment, or to any act, neglect or default of any employees of the Company engaged for the time being in connection therewith where such condition, act, neglect or default is the sole cause of the said damage, or
 - 13.2.2 for loss, injury (including death) or damage (except loss, injury or damage caused by delay) where the sole cause of such loss, injury or damage is a defect in or the unfitness of the Equipment itself.

14. Reservation of Rights

- 14.1 The Company reserves the right to refuse to provide the Services for any reason (including, without prejudice to the foregoing generality and weather conditions) or to provide the Services at such times and/or subject to such further conditions as the Company may in its sole discretion impose.
- 14.2 In the event of any movement of a Vessel leading to a closure of the Port (or part thereof) to other Vessels, the Company shall be entitled to impose an enhanced level of charge on the Vessel whose movement has resulted in such closure.

15. General

- 15.1 Production of Certificate of Registry/Masurement. The Master of every registered Vessel shall, on demand, produce the certificate of registry/measurement of such Vessel.
- 15.2 Any notice required or permitted to be given by either Party to the other under these Terms shall be in writing, addressed to that other party at its registered office or principal place of business, or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice.
- 15.3 The headings appearing in the Terms are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of the Terms.

- 15.4 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, then such provision will be deemed to be stricken and the validity of the remainder of the provision in question (if any) and of the other provisions of these Terms shall continue in full force and effect.
- 15.5 Nothing in the relationship between the Company and the Customer under the Terms, or any agreement between the Customer and the Company incorporating the Terms (in whole or part), constitutes a partnership and further does not confer upon the Customer any rights of property, occupation, or security of tenure in respect of the Equipment facilities or any other property of or under the control of the Company.
- 15.6 The Company may collect and process information relating to the Customer or Shipowner in accordance with the privacy notice which is available on the Peel Ports Group website. Each Party agrees to comply with their respective obligations under the Data Protection Legislation.

16. Waiver

- 16.1 No failure forbearance or delay by the Company to enforce or otherwise require performance of any of the provisions of these Terms, or of an agreement between the Customer and the Company incorporating the Terms (in whole or part), shall be or be construed as a waiver of the Company's rights.
- 16.2 No actual, deemed or implied waiver by the Company of any breach by the Customer of the Terms or of any such agreement between the Customer and the Company shall be considered as a waiver of any prior, concurrent or subsequent breach of the same or any other provision.

17. Dispute Resolution and Governing Law

- 17.1 The Terms and any agreement between the Company and the Customer incorporating the Terms (in whole or part) shall be governed by the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish Courts in relation to any dispute arising (t)hereunder. .

PRINTED AND PUBLISHED BY:

PEEL PORTS GROUP
MARITIME CENTRE
PORT OF LIVERPOOL
LIVERPOOL
L21 1LA

1 JUNE 2024

