

# 1 SOUTH COAST PORT SERVICES LIMITED

## 1.1 CONDITIONS OF SUPPLY

### 2 Interpretation

2.1 In these Conditions:

‘**Client**’ means the person named on the Specification Sheet for whom SCPS has agreed to provide the Specified Service in accordance with these Conditions;

‘**Contract**’ means the contract for the provision of the Specified Service referred to in Condition 2.2;

‘**Specification Sheet**’ means the order for Specified Services which shall be governed in accordance with these Conditions;

‘**Specified Service**’ means the services to be provided by SCPS through its employees for the Client and referred to in the Specification Sheet;

‘**SCPS**’ means South Coast Port Services Limited (registered number 03847838) whose registered office is situated at Canute Chambers, Ocean Way, Southampton SO14 3TU

‘**Standard Charges**’ means the charges shown in SCPS’ brochure or other published literature relating to the Specified Service from time to time.

2.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 3 Supply of the Specified Service

3.1 SCPS shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by SCPS and the Client.

3.2 The Client shall provide SCPS with a Specification Sheet from time to time setting out the Specified Service it desires SCPS, by way of the provision of its employees, to perform. In the event that SCPS shall agree in writing to provide any such Specified Service or commence the provision of the same then such agreement shall subject to these Conditions constitute the Contract.

3.3 The Client shall at its own expense supply SCPS with all necessary information relating to the Specified Service, within sufficient time to enable SCPS to provide the Specified Service in accordance with the Contract. Such information to include without limitation the required level of manpower and level of expertise of the same required for the proper performance of the Specified Service.

3.4 During the provision of the Specified Service the Client shall ensure that employees of SCPS are provided with such guidance supervision and equipment as are required for the proper performance of the Specified Service. Failure to provide such guidance supervision or equipment shall entitle (but not oblige) SCPS to terminate the provision of such Specified Service with immediate effect and the Client shall pay (without limitation to any other remedy which SCPS may have) any sums due to SCPS up to the time of termination

3.5 The Specified Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with SCPS’ current brochure or other published literature relating to the Specified Service from time to time, subject to these Conditions.

3.6 SCPS may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory or bylaw requirements, or which do not materially affect the nature or quality of the Specified Service.

### 4 Charges

4.1 Subject to any special terms agreed, the Client shall pay the SCPS’ Standard Charges and any additional sums which are agreed between SCPS and the Client for the provision of the Specified Service or which, in SCPS’ sole discretion, are required as a result of the Client’s instructions or lack of instructions or any other cause attributable to the Client.

4.2 SCPS shall be entitled to vary SCPS’ Standard Charges from time to time by giving not less than one weeks’ written notice to the Client.

4.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

4.4 SCPS shall be entitled to invoice the Client following the end of each week in which the Specified Service is provided, or at other times agreed with the Client.

4.5 SCPS’ Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the SCPS’ invoice.

4.6 If payment is not made on the due date, SCPS shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3 % above the base rate from time to time of Nat West Bank plc from the due date until the outstanding amount is paid in full.

### 5 Warranties and Liability

5.1 SCPS warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet.

5.2 SCPS shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

5.3 Except in respect of death or personal injury caused by the SCPS’ negligence, or as expressly provided in these Conditions, SCPS shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of SCPS, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the SCPS under or in connection with the Contract shall not exceed the amount of the SCPS’ charges for the provision of the Specified Service, except as expressly provided in these Conditions. Furthermore the Client shall arrange and maintain a policy of insurance in order to protect itself against any losses suffered by the Client or SCPS as a result of the performance or non-performance of the Specified Service.

5.4 SCPS shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of SCPS’ obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the SCPS’ reasonable control.

### 6 General

6.1 Unless expressly agreed between the parties in writing otherwise It is acknowledged and agreed that these Conditions (including the documents and instruments referred to herein) (the “Documents”) shall supersede all prior representations arrangements understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the parties hereto.

6.2 The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Documents or for any breach of any representation not contained in the Documents (unless such misrepresentation or representation was made fraudulently).

6.3 It is further acknowledged and agreed that no representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other parties have been relied upon other than those expressly set out or referred to in the Documents.

6.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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.

6.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

6.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

6.7 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.