



**PORT OF
DOVER**

TARIFFS DOVER 2025

Dover Harbour Board (the **Board**) is the owner and operator of the Port of Dover (the **Port**).

This booklet contains the tariffs and terms and conditions of use relating to services and facilities at the Port.

For the avoidance of doubt, “ferries” referred to in this booklet are those vessels or other craft that operate approved scheduled cross-Channel services to and from the Port.

This booklet does not apply to use of Dover Marina. A Marina Guide, setting out applicable charges and terms and conditions, is published separately and is available on the Port’s website (portofdover.com).

General Terms of Business

Application: These General Terms of Business apply to all legal relationships between the Board and any of its customer and to all services that the Board may provide. In addition, where relevant, Appendices 1 to 8 of this booklet apply to specific services that the Board may provide. The applicable prices are as published in this booklet unless otherwise agreed.

Acceptance of the General Terms of Business and any applicable terms and conditions set out in the Appendices of this booklet by the customer will be implied from the use by the customer of any facilities or services offered by the Board.

The terms and conditions cannot be varied unless an authorised officer of the Board confirms the variation in writing.

The Board reserves the right to update, withdraw or amend any service or facility detailed in this booklet for any reason where the Board reasonably decides it is necessary to do so.

Customers are also subject to the Board’s Byelaws published on the Port’s website and all other legislation which applies within the Port.

Prices: All prices are applicable from 1 January 2025 as set out in this booklet. The Board may, by giving reasonable prior notice in writing, vary the tariffs and/or the terms and conditions should it become necessary in the Board’s reasonable opinion to do so.

Prices charged are those prevailing on the day of any transaction.

Credit Accounts: Customers wishing to open a new account should provide the Board with two trade references and the name and address of their bankers for the Board’s consideration.

Credit Terms: The credit period will be calculated from the date of the Board’s invoice.

Payment of all accounts is to be made strictly within 30 days of this date.

The Board reserves the right to shorten the payment term and/or require advance payment in certain circumstances.

Invoices must be paid in full without any set-off, counterclaim, restriction, condition, deduction or withholding.

Methods of Payment: Payment may be made by debit/credit card or through BACS (Banks Automated Clearing System).

The Board’s bank account are as follows:

Lloyds Bank plc
Sort Code: 30-93-34
Account Number: 00193204

Non-Compliance: In the event of payment not being received in accordance with these General Terms of Business, the Board reserves the right to withdraw any service and all credit facilities.

Nothing in these General Terms of Business affects or diminishes the Board’s ability, pursuant to the Harbour, Docks and Piers Act 1847, to recover up to three times the value of any unpaid charges if a customer evades payment of such charges.

Interest: The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked when applicable.

VAT: All rates quoted exclude Value Added Tax, which will be added at the prevailing rate where appropriate and which must be paid in full as invoiced.

Queries: Any queries in relation to invoices must be notified to the Board in writing within 14 days of the date of the Board’s invoice.

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Ferry

Conservancy Fee

Per entry regardless of length or weight	£338.49
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Harbour Dues (per berthing)

Ship Slots in Eastern Docks ferry berths (maximum 75 minutes)	£0.03464 per gross tonne*
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*Minimum berthing charge of £890.85 applies

Where a ferry remains on the berth for longer than 75 minutes it will also incur a layby charge:

First four hour period or part thereof	£623.62
Thereafter per four hour period or part thereof	£356.32

Other berths when used for layby:

First four hour period or part thereof	£623.62
Thereafter per four hour period or part thereof	£356.32

- Notes:**
1. Dues and charges shall be assessed on the tonnage of vessels as ascertained by reference to British Tonnage Regulations.
 2. Harbour Dues include the supply of water.
 3. Vessels performing berthing trials in Eastern Docks ferry berths will be charged based on the Harbour Dues published above.

Passenger Dues (Poll Tax)

- | | |
|---|-----------------------|
| (a) Children under 4 years of age | free of charge |
| (b) All other passengers (excluding working crew) | £0.949 |
| (c) Guide, Hearing or other assistance dogs | free of charge |
| (d) Other dogs, cats and other domestic animals | £0.50 |

Wharfage Charges

- (a) Accompanied Traffic (excluding road haulage vehicles and other motor vehicles carrying freight)**
- | | |
|--|---------------|
| (i) Motor vehicles with seating capacity of ten or less, caravans and trailers | £2.176 |
| (ii) Motor vehicles with seating capacity greater than ten | £8.400 |
| (iii) Motorcycles/motorcycle combinations | £1.797 |
- (b) Road Haulage**
- | | |
|--|----------------|
| (i) Lorries, vans, driver-accompanied vehicles and import/export vehicles etc. up to and including 8 metres in length (laden or unladen) | £11.655 |
| (ii) Lorries, vans, driver-accompanied vehicles and import/export vehicles etc. over 8 metres in length (laden or unladen) | £19.413 |
| (iii) Unaccompanied trailers | £20.303 |

Ferry (Continued)

- Notes:**
1. The charges will be based on the seating capacity of motor vehicles rather than the actual number of occupants at the time of travel.
 2. In the case of exceptional loads (unusually long, wide, high or heavy), the Board reserves the right at its discretion to make any additional charge.
 3. In the case of the detainment and inspection of suspicious loads, the Board reserves the right at its discretion to make any additional charge.
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Cruise Vessels

Cruise vessel charges are based upon a conservancy fee, harbour dues, mooring and unmooring charges and passenger dues. Baggage handling services are available and charged at a per person rate. Other port services such as tugs, pilotage and gangways will be charged as described in the appropriate tariff section. The provision of all services is subject to the Terms and Conditions for the Use of the Cruise Facilities and Services in Appendix 6.

Conservancy Fee

Per entry regardless of length or weight	£338.49
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Harbour Dues

Per metre length overall per entry	£65.72
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Note: If a cruise vessel requires a berth for more than one calendar day, harbour dues are payable at half the rate for the second and each subsequent day.

Mooring and Unmooring

(please refer to page 10)

Cruise Vessels (Continued)

Passenger Dues

All passenger charges will be levied on a per passenger, per day basis:

Poll Tax (Embark/Debarck/Transit)	£11.44
Security (Embark)	£8.33
Security (Transit)	£4.46
Baggage (Embark/Debarck)	£10.41

- Notes:**
1. No charge for passenger security will be levied for port of call vessels if the cruise operator advises the Board at least 48 hours prior to arrival that they will undertake the security checks on board the vessel themselves.
 2. Security checks are undertaken in accordance with the prevailing requirements of the International Ship and Port Facility Security Code (ISPS Code). All charges are applied at Security Level 1 and charges may be adjusted during the year where the Security Level is altered.

ISPS Berth – Restricted Area Security

For first 12hrs or part thereof, per entry	£1,139.13
Thereafter per hr or part thereof	£128.62

Dog Handling

Rate for dog handling is per handler, per dog, per 8hr period, and is available upon request. Any requests need to be booked at the time of making the Cruise booking, or with at least 4 weeks notice prior to the arrival of the ship.

Loading Ship Stores

Per crane/door per hour (max. two cranes per hour)	£360.12
Any additional crane requirements per hour (min. two hours charge)	£360.12

Note: These rates are based on a 25 tonne crane. Any special/heavy lift requirements are at an additional cost and will be charged at the different rate based on the type of crane required.

Storage

Overnight storage charge for goods delivered prior to ship arrival:

Receiving, handling into secure area and redelivery to ship:

Minimum charge	£26.99
Per man per hour or part thereof, including the use of a forklift	£89.20
Storage charge – per pallet, per day	£5.00

Additional Manpower

(per person, per hour or part thereof)	£24.42
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Note: Subject to availability of storage area and the Terms and Conditions for the use of Overnight Storage Facility in Appendix 4.

Other Commercial Vessels

The following charges apply to ships, other than ferry and cruise vessels, for all berths.

Conservancy Fee

Per entry regardless of length or weight **£338.49**

Harbour Dues (per berthing)

(a) **Vessels engaged in discharging or loading cargo, per entry:**

For each 24hr period or part thereof, per metre length overall **£27.82**

(b) **Vessels engaged in bunkering, per entry:**

For each 24hr period or part thereof, per metre length overall **£18.00**

The vessel discharging bunkers will be liable to a bunkers charge – please refer to page 11.

(c) **Vessels entering the Port to layby or repair, not discharging or loading cargo or passengers, per entry:**

For each 24hr period or part thereof, per metre length overall **£13.31**

ISPS Berth – Restricted Area Security

Charges for ship security may apply at the Board's discretion.

Cargo Services

Services relating to Cargo operations are provided by Port of Dover Cargo Ltd.

Please contact them directly on **(01304) 222101** for further information or refer to Cargo – Cargo Home – Port of Dover (portofdoover.com).

Tug Hire

The Board has two 54 tonne bollard pull tugs (3600KW through two Azimuth Stern Drives (ASD)).

All towage undertaken by the Board is subject to the United Kingdom Standard Conditions for Towage and Other Services (Revised 1986).

All charges quoted for the Board's tugs are on a time based rate and assistance is provided subject to availability.

(a) Towing – per tug, charges based on vessel length overall:

80 metres or less	£861.50
Over 80 metres and up to 120 metres	£1,427.50
Over 120 metres and up to 160 metres	£1,862.00
Over 160 metres and up to 220 metres	£2,436.00
Over 220 metres and up to 260 metres	£2,744.50
Over 260 metres	£3,166.00

Additional time will be charged in whole hours at 60% of the above tariffs.

(b) Standing by:

Tugs standing by or ordered but not used, per tug per hour	£1,179.00
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(c) Surcharge:

For vessels moving without main power, per tug per hour	£673.00
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(d) Hire of tug for uses other than towage per hour (includes off port stores delivery)

*This use is subject to the Terms and Conditions for the Hire of Vessels – Appendix 2

£1,424.00

(e) Towage/salvage of broken down vessels outside the 1NM of harbour limits, per hour (for any other use outside of the harbour limits rates available on request)

£3,044.00

Pilotage

An act of pilotage is defined as a single movement by a vessel within the compulsory pilotage area of Dover Harbour. All pilotage services will be subject to the Pilotage Directions and General Directions issued by the Board from time to time, a copy of which can be accessed from the Board's website.

(a) Pilotage charges where no use of Pilotage Exemption Certificate:

Length overall of vessel	per act of pilotage	for boarding or landing
80 metres or less	£292.00	£601.00
Over 80 metres and up to 120 metres	£485.50	£601.00
Over 120 metres and up to 160 metres	£626.60	£601.00
Over 160 metres and up to 220 metres	£759.10	£601.00
Over 220 metres and up to 260 metres	£855.80	£601.00
Over 260 metres and up to 300 metres	£1,024.00	£601.00
Over 300 metres	£1,176.80	£601.00

Note: Each act of pilotage assumes a pilot to be on board for no more than 2 hours. If a pilot is on board for longer than 2 hours, an additional charge of **£208.40 per hour or part thereof** will be levied.

(b) Pilotage Exemption Certificates charges:

Annual renewal	£135.20
Examinations	£855.50
PEC tug & VTS training cost	£3,166.00
PEC application administration	£61.00
VTS pre-arrival administration	£61.00

- Notes:**
1. A PEC revalidation trip will be charged as a single act of pilotage, assuming a pilot to be on board for no more than 4 hours. If a pilot is on board for longer than 4 hours, an additional charge of **£208.40 per hour or part thereof** will be levied.
 2. Any examination fee for the issuance of a new, suspended, or previously expired PEC is applicable in addition to the relevant pilotage charges.

(c) Use of an assistant pilot:

Where the use of an assistant pilot is required by risk assessment under the requirements of the Port Marine Safety Code (PMSC), the applicable fee will be charged at an additional **50% of the pilotage charge**.

The Board's liability in respect of any pilotage services is as set out in the current Pilotage Directions.

Vessels Under Arrest or Detention

A **100% surcharge** in the harbour dues tariff is payable in respect of vessels under arrest or detention at the Port.

Anchorage

As there is no designated anchorage area within the Outer Harbour, vessels may only enter for anchorage in that area with the permission of the Harbour Master and will pay dues of **£8.33 per metre length** overall per day or part thereof.

Mooring and Unmooring

This service is charged according to the length overall of the vessel, per operation:

80 metres or less	£254.30
Over 80 metres and up to 120 metres	£377.50
Over 120 metres and up to 160 metres	£533.50
Over 160 metres and up to 220 metres	£674.60
Over 220 metres and up to 260 metres	£942.80
Over 260 metres	£1,153.10

Note: All mooring services provided by the Board are subject to the Terms and Conditions for Mooring Services in Appendix 5.

Gangway Hire

Charge per 24 hour period or part thereof:

(a) Uncovered	£93.30
(b) Covered	£359.40

- Notes:**
1. Applications to hire must be made, prior to arrival where possible, to the Duty Harbour.
 2. Hire is subject to the Terms and Conditions for the Hiring or Borrowing of Plant/Equipment in Appendix 1.

Motor Boats and Other Vessels

The charge for the motor boat with normal crew will be **£420.30 per hour or part hour**. The charge for a vessel providing a water-borne security patrol with normal crew will be as above.

Use of motorboat for running mooring lines from ship to shore will be charged at **£292.00 per trip**.

The charge for the boarding and landing of any personnel from a vessel off port utilising the Board's Pilot Boat will be charged at **£601.00 per trip**.

- Notes:**
1. Applications to hire must be made to the Duty Harbour Master.
 2. Hire is subject to the Terms and Conditions for the Hire of Vessels in Appendix 2.
 3. The period of hire is to be calculated from the time of interruption of the previous job until available for normal duties again, excluding non-working hours if the craft is not being used during these hours.
 4. Rates are negotiable for long periods of hire.

Crane Hire

Cargo Cranes

The hire and use of cargo cranes will be arranged and quoted for by Port of Dover Cargo Ltd. – **telephone (01304) 222101**.

Road Mobile Cranes

**Hire period commencing within
Mon – Fri 07.00 – 17.00 hours.**

**Hire charge
for 8 hour day**

50 tonne All Terrain

£950.00

60 tonne All Terrain

£1,050.00

- Notes:**
1. Applications to hire Road Mobile Cranes must be made on **01304 240400 extension 5509**.
 2. Hire is subject to the Construction Plant-hire Association Model Conditions.
 3. Shorter periods of hire, within the Board's property, with a minimum of 4 hours chargeable may be available by arrangement.
 4. Any crane hire supplied outside the weekday times of 07.00 and 17.00 hours will incur an extra **£33.21 per hour**. Any excess crane hire hours worked over and above the hire period to be charged by the hour, at 1/8 of the eight hour period tariff for each crane.
 5. A slinger/signaller can be provided at a charge of **£51.53 per hour** during weekday times of 07.00 to 17.00, **£60.60 per hour** at other times.
 6. A man cage is available for use at a charge of **£69.17 per day**.

7. If a cancellation is made on the day of hire then the full hire charge will apply. If the cancellation is made on or before the previous day, an administration charge of **£86.08** will apply.
8. Standard lifting attachments are included in the above charges if arranged when the crane is booked. Specialised lifting attachments are the responsibility of the hirer who must produce evidence of correct certification to the Board when requested to do so.
9. The hire period includes any travelling time for crane or driver.
10. The hirer must be able to provide evidence of adequate insurance cover. In the absence of such evidence, a **15% surcharge** will be levied in order to extend the Board's insurance to cover the hire.

Weighbridges

This service is provided by Port of Dover Cargo Ltd. Please contact them directly on **(01304) 222101** for applicable rates and other details.

Bunkers

A wharfage charge of **£2.19 per tonne** will be made on all fuel delivered by road or sea to vessels at the Port. This charge will apply to the vessel or vehicle discharging bunkers.

Waste Management

A mandatory waste management charge is to be paid by every vessel entering the Port unless they fall into one of the following categories:

1. Fishing vessels
2. Recreational Craft (less than 12 passengers)
3. Vessels which have applied to and received exemption from the Maritime and Coastguard Agency (MCA)

In compliance with the Merchant Shipping and Fishing Vessels (Port Waste Reception Facilities) Regulations 2003, ships must complete a waste declaration to notify the waste they will be disposing of in the Port and what will be retained on-board. This is detailed in the Board's Ship's Waste Management Plan which is available from agents or on request. The following charges apply.

(a) Cruise Vessels

Mandatory Charge including Administration:

1 tonne of Category 1 Waste plus 2 tonnes of recycling in one of the formats below **£805.13**

Additional:

Category 1 Waste, per tonne **£430.00**

Separated glass waste for recycling, per tonne or part thereof **£63.06**

Separated metal waste for recycling, per tonne or part thereof **£66.38**

Separated cardboard waste, for recycling per tonne or part thereof **£134.13**

Note: Recycling can be received in the form of segregated crushed glass, segregated metal or segregated cardboard. Recycling must not be disposed of in black sacks or contaminated with any food waste. Any recycling that is received which does not meet these requirements will have to be disposed as Category 1 and will be charged as such.

(b) Other Vessels

Vessels operating outside the UK:

Mandatory Charge including Administration:

1 x Category 1 waste skip **£381.00**

Subsequent skips charged individually **£381.00**

Vessels operating within the UK only:

Mandatory Charge including Administration:

Category 3 waste:

1 x 1100 litre Sulo bin
(up to maximum of 500 kgs / 1.1 cubic metre). **£177.00**

If waste volumes are greater than 3 cubic metres, prior notice will be required in order to arrange a suitable container and calculate the cost. **per Sulo bin**

Notes: 1. Where a user causes cross contamination with hazardous waste as defined by the Department for Environment, Food and Rural Affairs (DEFRA), they will be liable to fully indemnify the Board against all losses, damage, costs charges or expenses incurred as a result (including, without limitation, additional disposal costs and fines), in addition to other fines that may be levied directly against the user by DEFRA or the Maritime Coastguard Agency.

Waste Management (Continued)

2. Landing of other waste such as black water, sludge etc. is to be arranged with the agent. Contractors must collect waste from the vessel and no unattended waste is to be left on the quayside. Additional waste services, such as bulky waste, can be made available on request by prior arrangement (48 hours' notice).
3. Landfill tax will be charged at the current rate.
4. A waste disposal record will be provided by the Board.

Demurrage Charges –

Unaccompanied Trailer Park

Unaccompanied trailer park facilities in the Eastern Docks
– per trailer, per 24 hours or part thereof **£87.65**

- Notes:**
1. Trailers which are collected within a 24-hour period are exempt from charges. Trailers which exceed the first 24-hour period will be charged for the entire duration of their stay, calculated from the time and date of arrival.
 2. Please refer to Appendix 3 for applicable Terms and Conditions for Unaccompanied Trailer Parking.

Security

All vehicles being shipped to and from the Port are subject to a security check in accordance with the prevailing requirements of the International Ship and Port Facility Security Code (ISPS Code). The following charges are applied to all such vehicles shipped at Security Level 1 and these charges may be adjusted during the year where the Security Level is altered.

Motorcycles	£0.909
Cars	£0.909
Coaches	£5.511
Lorries and unaccompanied trailers	£0.909

Surrendered Items

A handling fee plus postage will be chargeable for any surrendered articles that are being returned by post to the owner (subject to the owner's possession of the article not being prohibited under English law).

Administration fee per item	£47.30
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Police Services

NB: The Port of Dover Police is privately funded by the Board.

1. Supply of Details of Road Traffic Collisions (not subject to VAT)

Accident Report, including all information, copies of all statements and copy sketch	£141.70
Minor accidents reports	£67.20
Copy of statement where copy of accident report is not required	£50.60
Copy of sketch supplied separately	£58.90
Abortive search	£42.80
Interview for the first hour – after supply of report or statement	£249.00
Thereafter per hour	£57.70
Supply of photograph, per copy	£66.70
Copies of digital media, per item	£134.00

2. Recovery of Third Party Vehicle

Vehicle equal to or less than 3.5 tonnes Maximum Authorised Mass (MAM)	£191.00
Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes	£254.00
Vehicle exceeding 7.5 tonnes MAM but equal or less than 18 tonnes	£445.00
Vehicle exceeding 18 tonnes MAM	£445.00

Storage (Per 24 hours or part thereof):

Two-wheeled vehicle	£12.80
Vehicle equal to or less than 3.5 tonnes MAM	£25.40
Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes	£31.80
Vehicle exceeding 7.5 tonnes MAM but equal or less than 18 tonnes	£38.10
Vehicle exceeding 18 tonnes MAM	£44.50

Disposal:

Two-wheeled vehicle	£63.40
Vehicle equal to or less than 3.5 tonnes MAM	£95.00
Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes	£126.60
Vehicle exceeding 7.5 tonnes MAM but equal or less than 18 tonnes	£158.20
Vehicle exceeding 18 tonnes MAM	£189.70

Police Services (Continued)

3. Stolen/Abandoned Beer Kegs

Charges for the recovery, storage and administration of stolen/abandoned beer kegs as follows:

	Seizure and first 7 days storage	Further storage (per 7 day period or part of)
1 to 4 kegs (per keg)	£15.40	£7.70
5 to 40 kegs	£118.00	£59.00
41 to 100 kegs	£192.30	£96.15
101 to 200 kegs	£279.50	£139.75
More than 200 kegs	Price to be advised	Price to be advised

4. Other Stolen/Abandoned Property

Storage and administration fees may be levied for other items recovered by Port of Dover Police. The level of these fees will be determined by the Board in its sole discretion based on the nature of the items recovered.

5. Kennelling of Animals subject to Quarantine

A charge of **£110.40 per kennel per day or part thereof** will be made for the accommodation of animals awaiting collection.

6. Private Duty Rates

Private Duty Rates for the hire of Port of Dover Police Officers/Staff:

Constable, per hour or part thereof	£80.40
Sergeant, per hour or part thereof	£102.50
Police Staff, per hour or part thereof	£57.70

Note: Requests for information under the Freedom of Information Act 2000 will be assessed in accordance with the legislation. Applicants will be notified of charges where applicable.

Lost Property

Property Loss Report (for insurance purposes)	£32.40
The following charge, plus the cost of postage and packaging and other expenses incurred, will be applied in returning the property to the owner.	£32.40
Items of prescription medication, children's toys	free of charge

Parking

Public Car Parking – Cruise Terminal, Western Docks

Cruise parking services are provided by Cruise and Passenger Services Ltd. Please visit their website for more details on applicable rates and how to book.

Website: cruiseparking.co.uk

Telephone: 0345 071 3939

Email: info@cruiseparking.co.uk

Port Car Parking Facilities

Employees of companies and statutory agencies operating in the Port and wishing to use the Board's car parking facilities, are required to hold a valid car parking permit.

Permits are issued subject to the Terms and Conditions for Port Staff Parking Permits in Appendix 7.

The Board operates a paperless parking system, and all its car parking facilities are monitored via an ANPR camera system.

Annual charge:

(a) Cars – Waterloo Crescent	£364.00
– Cambridge Terrace (De-Bradelei)	£100.00
– named parking zone	£594.00
– blue zone	£834.00
– all parking zones	£1,184.00
(b) Motorcycles	£127.00

Visitors pass:

Parking up to 2 calendar days per week	£303.00
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Ancillary Vehicle Charges

Vehicles parked (i) unlawfully, (ii) in security sensitive areas without authority, (iii) in parking spaces reserved for different classes of vehicle, (iv) for longer than the permitted time or (v) in contravention of the applicable Terms and Conditions are subject to being immediately impounded and/or where applicable, to a parking charge notice.

Impounded vehicles will be held at a car compound for a maximum of three months, after which the vehicle will be disposed of.

The rightful owner may, at any time prior to disposal, re-claim the vehicle, subject to first providing proof of ownership and paying the following charges.

Cost of impounding vehicle	£267.60
Storage charge for remaining in the compound, per day	£39.90
Minimum release fee	£467.00

Breakdowns

Vehicles that break down within the Port will be subject to the following charges in respect of the time that the vehicle is left in the Port prior to recovery.

Tariffs are at Terminal Control's discretion	LGV Breakdowns	Car Breakdowns
0 - 12 hours	£0.00	£0.00
12 - 36 hours	£261.00	£132.00
Subsequent charge, per day	£261.00	£132.00

Ancillary Vehicle Charges (Continued)

Abnormal Loads

Where an abnormal load arrives at the Port without a suitable escort available for its immediate onward travel, the following charges will be payable in respect of the time that the abnormal load is held in the Port pending arrival of the escort.

0 – 24 hours	£132.00
Subsequent charge, per day	£132.00

Service Charges

Service Charges

Charge for heating/air-handling, pest control (seagulls and rats only)*, cleaning, maintaining common areas and services to the buildings:

Eastern Docks:

Per square metre per annum, charged in accordance with tenancy agreement	£45.51
i.e. per square foot per annum	£4.23

Western Docks & Waterfront:

Per square metre per annum, charged in accordance with tenancy agreement	£43.04
i.e. per square foot per annum	£4.00

Charge for general cleaning (Eastern Docks, Western Docks & Waterfront):

Carried out daily by contract cleaners and charged per square foot per annum (billed quarterly) **£3.23**

- Notes:** 1. The Board reserves the right to amend the service charge to take into account actual cost incurred.
2. VAT at standard rate may be applicable subject to type of lease.

*Pest control services in respect of flies, fleas, ants, other insects and mice may be provided separately by the Board at a cost. Please contact the Board's Estates Department for rates and other details.

Licence Charges

Taxis:

Charge for licence to operate at the Passenger Terminal, Ferry Terminal and Cruise Terminals inclusive of VAT per annum **£241.24**

Vehicle Repairers:

Charge for licence to operate at the Eastern Docks inclusive of VAT per annum **£1,361.74**

Works Licence:

To prepare and complete an in-house licence to do works/use site equipment Charge per standard licence exclusive of VAT **£440.00**

- Note:** 1. Additional charges will be levied where the standard licence is subject to negotiation or the licence is granted under a lease.

Electricity

(a) General supplies for lighting, heating and power

Ferry Terminal Eastern Docks, per unit	£0.274
Western Docks and Waterfront, per unit	£0.295

Please note that electricity charges may fluctuate in line with suppliers' costs.

(b) Shore-to-Ship supplies

All areas, per unit	£0.564
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(c) Meter charge for temporary supplies

Meters for general supplies, per meter per month	£7.92
Meters for shore-to-ship supplies, per meter per month	£25.60
Meter installation charge, per meter	£69.17

Access Control Passes

Individuals working in the Port require an access control pass to grant entrance to the appropriate areas.

Access control passes are issued subject to the Terms and Conditions for Access Control Passes in Appendix 8.

There is a charge of **£44.75** for the issue of a replacement Access Control pass for lost or damaged passes. This charge will also be applied to non-surrendered passes.

Water

(a) General metered supplies to accommodation

Per 1,000 litres or part thereof	£3.22
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(b) Other supplies

Per 1,000 litres or part thereof	£3.70
Connection charge per vessel	£122.37
Disconnection charge per vessel	£122.37

Access & Use

The Board's "Access and Use Guide" is in place to regulate and co-ordinate third party activities within the Board's estate.

Anyone undertaking works within the Board's estate must apply for a Permit to Undertake Work and, depending on the nature of the works, a licence may also need to be granted by the Board.

Licence to Install / Licence for Alterations	£440.00	
Drone flying Application	£195.00	
Review of request & granting of Permit to Undertake Work (per hour)	£76.00	

	Upon approval	Upon rejection
Work Request	£61.00	£61.00
Work Request - Annual	£228.00	£61.00
Hazardous Permit	£369.00	£61.00
Change Control Application	£124.00	£61.00

- Notes:**
1. The Board reserves the right to invoice based on a per hour charge, as set out above, for all work done in connection with any abortive application whether because the request has been rejected by the Board or because the application has been voluntarily withdrawn by the applicant.
 2. Additional charges will be levied where the standard licence is subject to negotiation or the licence is granted under a lease.
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Appendix 1

TERMS AND CONDITIONS FOR THE HIRING OR BORROWING OF PLANT/EQUIPMENT

1. DEFINITIONS

For the purpose of this Appendix 1, the following definitions apply:

- (i) **Agreed Period** means the period of time agreed between the Board and the Hirer at the time of the Hirer's application to hire the Plant as being the period during which the Hirer shall have use of the Plant.
- (ii) **Board** means the Dover Harbour Board and /or, where the context requires, any subsidiary of the Board.
- (iii) **Contract** means the contract to hire the Plant between the Board and the Hirer, incorporating these Terms and Conditions and the General Terms of Business as published in the Port of Dover Tariffs booklet from time to time.
- (iv) **Hirer** means any person(s), body corporate or unincorporated association hiring or borrowing the Plant and includes their successors or personal representatives.
- (v) **Hire Period** means:
 - (a) in the case of hire for use within the Port, the Agreed Period.
 - (b) in the case of hire for use other than within the Port, the period from when the Plant leaves the Board's premises or previous Hirer until the time when the Plant is returned to the Board's premises or is delivered to a new Hirer.
- (vi) **Plant** means all types of plant, tools, equipment, machinery, accessories and all ancillary items, but excluding floating craft supplied by the Board under the Contract.
- (vii) **Port** means within the limit of Dover Harbour, the Eastern Docks and the Western Docks.

2. NOTICES

Where there is reference in the Contract to notice or notification, that notice or notification must be given to the relevant Board's Manager to whom the application to use the Plant was made.

3. AVAILABILITY OF PLANT

- 3.1 The Board does not guarantee the supply of Plant or drivers/operators and will accept no responsibility for delays which may arise in supplying Plant by the time requisitioned or through the breakdown of any Plant or from any cause whatsoever whilst the Plant is on hire, save as provided in Paragraph 7 below.
- 3.2 The Hirer shall at all times allow the Board, its agents and insurers to have reasonable access to the Plant, to inspect, test, adjust, repair or replace the same. So far as is reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.
- 3.3 The Hirer of any Plant shall not be permitted to retain such Plant to the prejudice of other applicants unless such Plant is in full and continuous use.

4. DELIVERY OF PLANT IN GOOD ORDER

Unless the Hirer sends notification in writing to the contrary to the Board

- (i) in the case of Plant supplied with an operator, within four working days, or
- (ii) where the Plant is supplied without an operator within three working days of the Plant being delivered to the site or erected on site, where appropriate,

the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with the terms of the Contract and to the Hirer's satisfaction. The Hirer shall be responsible

Appendix 1 (Continued)

for its safekeeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).

5. UNLOADING AND LOADING

The Hirer shall be responsible for unloading and loading the Plant at site and any personnel provided by the Board for this purpose shall be deemed to be under the Hirer's control and directions. The Hirer shall be vicariously liable for the actions of such personnel.

6. DRIVING OR OPERATING OF PLANT

6.1 When a driver or operator is provided by the Board, such person shall be under the direction of the Hirer for the purposes of such driving or operation and shall for all purposes in connection with the Contract be regarded as a servant or agent of the Hirer who shall be vicariously liable for the actions of such person and for all claims whatsoever and howsoever arising in connection with the driving or operation of the Plant by the said driver or operator.

6.2 The Hirer shall allow no person other than a driver or operator supplied by the Board to drive or operate any Plant hired from the Board unless the Board has given prior permission in writing.

7. BREAKDOWN, REPAIRS AND ADJUSTMENT

7.1 When the Plant is hired without the Board's personnel, any breakdown or the unsatisfactory working of the Plant or any part thereof must be notified immediately to the Board.

7.2 Full allowance will be made to the Hirer for any stoppage due to

- (i) breakdown of Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear; and

- (ii) normal running repairs in accordance with the terms of the Contract.

Such allowance for breakdown time shall only be considered from the time and date of notification of the breakdown.

7.3 The Hirer shall not, except for punctures, repair the Plant without the written authority of the Board. Punctures shall be the responsibility of the Hirer. Allowance for hire charges and for the reasonable cost of repairs (except punctures) will be made by the Board to the Hirer where repairs have been authorised.

7.4 The Hirer shall be responsible for all expenses arising from any breakdown.

8. RESPONSIBILITIES OF THE HIRER

Throughout the Hire Period the supply, working and use of the Plant shall be at the risk of the Hirer who shall be fully responsible for:

- (i) the safety and welfare of the drivers/operators or any other personnel supplied to Hirer;
- (ii) any use of any lifting attachment provided by the Hirer;
- (iii) directing any position at which the crane is to be fixed, ensuring that such crane is not used in such a manner as would exert undue strain upon it and ensuring that the maximum weights which may be lifted and the given radii for the crane are not exceeded (where the Plant is the Board's cargo crane);
- (iv) compliance with all relevant Government or Local Authority legislation including but not limited to regulations promulgated under the provisions of the Health and Safety at Work etc. Act 1974 and including (but without prejudice to the generality of the foregoing) the requirements in the Safety in Docks: Approved Code of Practice and Guidance L148, Lifting Operations and Lifting Equipment Regulations 1998

Appendix 1 (Continued)

and Provision and Use of Work Equipment Regulations 1998 (each, as may be amended from time to time) whether such obligations are thereby imposed on the owner or on the Hirer;

- (v) any loss, injury, accident or damage arising out of or in consequence of such supply, working or use whatsoever may be the nature of such loss, injury, accident or damage and howsoever the same may arise, the Hirer being responsible even if the same arises from acts or omission amounting to negligence and/or breach of statutory duty on the part of an employee of the Board (where the employee of the Board has been supplied to the Hirer by virtue of Paragraph 5 or 6.1 above);
- (vi) any and all loss or damage incurred by the Board due to the Hirer's or its employees' (including any person provided by the Board), agents' negligence, misdirection or misuse of the Plant, including payment of hire at the appropriate rate during the period the Plant is necessarily idle due to such breakdown or damage;
- (vii) informing the Board immediately of any accident involving the Plant and resulting in personal injury or damage to any property. Such information shall be confirmed in writing which will include full details of all the relevant circumstances.

9. PROTECTION OF THE BOARD'S RIGHTS

- 9.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant and shall protect the same against distress, execution or seizure.
- 9.2 The Hirer shall not remove, deface or cover up the Board's nameplate or mark on the Plant indicating that it is the Board's property.

10. LIABILITY OF THE BOARD

- 10.1 The Board does not accept any liability for any loss arising from or in connection with the hiring of the Plant attributable to any cause whatsoever may be the nature of such loss, or damage and however the same may arise including from negligence.
- 10.2 Notwithstanding anything contained in the Contract, the liability of the Board for death or personal injury resulting directly from its negligence is not excluded or restricted.
- 10.3 The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.

11. INDEMNITY TO THE BOARD

The Hirer shall keep the Board indemnified against any losses, damage, costs, charges and expenses, including consequential and pecuniary losses, arising directly or indirectly out of or in consequence of:

- (i) any loss of or damage to the Plant whatsoever may be the nature of such loss or damage and however the same may arise, including from negligence;
- (ii) injury, accident or damage of whatsoever nature arising from the use of the Plant by the Hirer;
- (iii) the supply, use or working of the Plant by or for the benefit of the Hirer;
- (iv) acts and omissions of the person supplied under Paragraphs 5 and 6.1 above; and
- (v) any failure by the Hirer, its employees (including the person under Paragraphs 5 and 6.1), its agents, contractors to comply with any of its obligations under the Contract (except in the event of Government requisition).

Appendix 1 (Continued)

12. INSURANCE

The Hirer will ensure that it has appropriate insurance cover in place in respect of any potential liabilities under the Contract.

13. PAYMENTS

- 13.1 The charges applicable are set out in the Port of Dover Tariffs booklet applicable for the year.
- 13.2 Payment of all charges levied is to be made strictly within 30 days of the date of the Board's invoice. The Board reserves the right to shorten the payment term and/or require advance payment in certain circumstances. Any credit period will be calculated from the date of the Board's invoice.
- 13.3 In the event of payment not being received in accordance with the Contract, the Board reserves the right to withdraw any service or facility including hire of Plant and all credit facilities.
- 13.4 The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked where applicable.
- 13.5 Invoices must be paid in full without any set-off, counterclaim, restriction, condition, deduction or withholding.

14. FORCE MAJEURE

The Board will have no liability whatsoever for events beyond the Board's reasonable control including but not limited to those arising from natural causes or human causes that prevent or delay the Board in performing its obligations under the Contract.

15. TERMINATION OF CONTRACT

- 15.1 Where the Agreed Period is indeterminate, or having been defined becomes indeterminate, the Contract shall be determinable by seven days' notice in writing given by either party to the other. In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of

the seven days' notice shall be chargeable in lieu. Notice given by the Hirer to the Board's driver or operator shall not be deemed to constitute compliance with the provisions of this Paragraph.

- 15.2 The Board reserves the right to terminate the Contract immediately without prior notice and without any liability in the event:
 - (i) of any emergency occurring at the Port where the use of such Plant is considered by the Board to be essential for the purposes of emergency relief work;
 - (ii) where the Hirer is in breach of its obligations under the Contract and has failed to remedy such breach on being required to do so by the Board;
 - (iii) of a default in the punctual payment of sums due to the Board for hire of Plant or other charges;
 - (iv) of the Hirer suffering any distress or execution to be levied against him or make or proposing to make any arrangement with his creditors or being a Company, going into liquidation (other than a member's voluntary liquidation); or
 - (v) where the Hirer does or causes to be done or permits or suffers any act or thing whereby the Board's rights in the Plant may be prejudiced or put into jeopardy.
- 15.3. These rights shall be exercisable notwithstanding that the Board may have waived some previous default or matter of the same or a like nature). In such circumstances, it shall be lawful for the Board to retake possession of the Plant and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under the Contract shall not affect the right of the Board to recover from the Hirer any monies due to the Board under the Contract for breach thereof.

Appendix 1 (Continued)

16. DATA PROTECTION

All personal data collected by the Board will be handled in accordance with the Board's Privacy Notice, which can be found at portofdover.com/home/hub/privacy-policy/.

17. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from the Contract. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

18. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then acceptance of the Plant for use by the Hirer constitutes the Hirer's acceptance of the Terms and Conditions and no conditions other than those set out herein shall form any part of the Contract unless otherwise agreed in writing between the parties.

19. THIRD PARTY RIGHTS

Unless expressly stated otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

20. LAW AND JURISDICTION

The Contract shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

Appendix 2

TERMS AND CONDITIONS FOR THE HIRE OF VESSELS

1. DEFINITIONS

For the purpose of this Appendix 2, the following definitions apply:

- (i) **Board** means Dover Harbour Board and /or, where the context requires, any subsidiary of the Board.
- (ii) **Contract** means the contract to hire the Vessel between the Board and the Hirer, incorporating these Terms and Conditions and the General Terms of Business as published in the Port of Dover Tariffs booklet from time to time.
- (iii) **Hirer** means the person(s), body corporate or unincorporated association hiring the Vessel and includes their successors or personal representatives.
- (iv) **Vessel** means any of the vessels made available by the Board for hire including patrol launch, tug, dredger, survey vessel and vessels providing a water-borne security patrol.

2. GENERAL

- 2.1 Where there is reference in the Contract to notice or notification, that notice or notification must be given to the relevant Board's Manager to whom the application to use the Vessel was made.
- 2.2 Certain special conditions may apply if a Vessel is under charter to the Board and these special conditions will be advised to the Hirer.
- 2.3 When any Vessel is being used as a tug, the United Kingdom Standard Conditions for Towing and Other Services (Revised 1986) apply.

3. AVAILABILITY OF VESSEL

- 3.1 The Board does not guarantee to provide the Vessel and crew and will accept no responsibility for delays which may arise in supplying the Vessel by the time requisitioned or through the

breakdown of any Vessel or from any cause whatsoever whilst the Vessel is on hire.

- 3.2 The Hirer shall at all times allow the Board, its agents and insurers to have reasonable access to the Vessel, to inspect, test, adjust, repair or replace the same. So far as is reasonably possible, such work will be carried out at times to suit the convenience of the Hirer.
- 3.3 The Hirer of any Vessel shall not be permitted to retain such Vessel to the prejudice of other applicants unless the Vessel is in full and continuous use.

4. OPERATION OF VESSEL

- 4.1 The hire of the Vessel shall include the services of the crew, who shall be under the direction of the Hirer for the purposes of the operation and use of the Vessel and shall for all purposes in connection with the Contract be regarded as employees or agents of the Hirer. The Hirer shall be vicariously liable for the actions of such crew and for all claims arising in connection with the operation and use of the Vessel by the said crew.
- 4.2 The Vessel, together with the necessary labour for working the same will be supplied, worked and used at the risk of the Hirer who throughout the hire period shall be responsible for any loss, injury, accident or damage arising out of or in consequence of such supply, working or use whatsoever may be the nature of such loss, injury, accident or damage and howsoever the same may arise, the Hirer being responsible (even if the same arises from acts or omissions amounting to negligence and/or breach of statutory duty on the part of the crew supplied to the Hirer by virtue of Paragraph 4.1).
- 4.3 The Vessel will be navigated as directed by the Hirer, always subject to the final discretion of the Vessel operator.

Appendix 2 (Continued)

5. RESPONSIBILITIES OF THE HIRER

Throughout the hire period the supply, working and use of the Vessel shall be at the risk of the Hirer who shall be fully responsible for:

- (i) the safety and welfare of the crew supplied to the Hirer;
- (ii) ensuring that no other persons operate the Vessel other than the crew supplied by the Board in Paragraph 4.1;
- (iii) compliance with all relevant Government or Local Authority legislation including but not limited to regulations promulgated under the provisions of the Health and Safety at Work etc. Act 1974 and including (but without prejudice to the generality of the foregoing) the requirements in the Safety in Docks: Approved Code of Practice and Guidance L148, Lifting Operations and Lifting Equipment Regulations 1998 and Provision and Use of Work Equipment Regulations 1998 (each, as may be amended from time to time) whether such obligations are thereby imposed on the owner or on the Hirer;
- (iv) any loss, injury, accident or damage arising out of or in consequence of its supply, working or use of the Vessel whatsoever may be the nature of such loss, injury, accident or damage and howsoever the same may arise, the Hirer being responsible even if the same arises from acts or omission amounting to negligence and/or breach of statutory duty on the part of the crew supplied to the Hirer by virtue of Paragraph 4.1 above;
- (v) any costs arising out of or in consequence of any loss of or damage to the Vessel whatsoever may be the nature of such loss and damage and however the same may arise;
- (vi) informing the Board immediately of any accident involving the Vessel and resulting in personal injury or damage to any property. Such information shall be confirmed in writing which will include full details of all the relevant circumstances.

6. PROTECTION OF THE BOARD'S RIGHTS

- 6.1 The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Vessel and shall protect the same against distress, execution or seizure.
- 6.2 The Hirer shall not remove, deface or cover up the Board's nameplate or mark on the Vessel indicating that it is the Board's property.

7. LIABILITY OF THE BOARD

- 7.1 The Board does not accept any liability for any loss arising from or in connection with the hiring of the Vessel attributable to any cause whatsoever may be the nature of such loss, or damage and however the same may arise including from negligence.
- 7.2 Notwithstanding anything contained in the Contract, the liability of the Board for death or personal injury resulting directly from its negligence is not excluded or restricted.
- 7.3 The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.

8. INDEMNITY TO THE BOARD

The Hirer shall keep the Board indemnified against any losses, damage, costs, charges and expenses, including consequential and pecuniary losses, arising directly or indirectly out of or in consequence of:

- (i) any loss of or damage to the Vessel whatsoever may be the nature of such loss or damage and however the same may arise, including from negligence;
- (ii) injury, accident or damage of whatsoever nature arising from the use of the Vessel by the Hirer;
- (iii) the supply, use or working of the Vessel by or for the benefit of the Hirer;

Appendix 2 (Continued)

- (iv) acts and omissions of the crew supplied under Paragraph 4.1 above;
- (v) any failure by the Hirer, its employees (including the crew under Paragraph 4.1), its agents, contractors to comply with any of its obligations under the Contract (except in the event of Government requisition).

9. INSURANCE

The Hirer will ensure that it has appropriate insurance cover in place in respect of any potential liabilities under the Contract.

10. PAYMENTS

- 10.1 The charges applicable are set out in the Port of Dover Tariffs booklet applicable for the year.
- 10.2 Payment of all charges levied is to be made strictly within 30 days of the date of the Board's invoice. The Board reserves the right to shorten the payment term and/or require advance payment in certain circumstances. Any credit period will be calculated from the date of the Board's invoice.
- 10.3 In the event of payment not being received in accordance with the Contract, the Board reserves the right to withdraw any service or facility including hire of Plant and all credit facilities.
- 10.4 The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked where applicable.
- 10.5 Invoices must be paid in full without any set-off, counterclaim, restriction, condition, deduction or withholding.

1. FORCE MAJEURE

The Board will have no liability whatsoever for events beyond the Board's reasonable control including but not limited to those arising from natural causes or human causes that prevent or delay the Board in performing its obligations under the Contract.

12. TERMINATION OF CONTRACT

- 12.1 Where the hire period is indeterminate or having been defined becomes indeterminate, the Contract shall be determinable by seven days' notice in writing given by either party to the other. In the event of the Hirer desiring to terminate the Contract and failing to give such notice, hire for the period of the seven days' notice shall be chargeable in lieu. Notice given by the Hirer to the Board's driver or operator shall not be deemed to constitute compliance with the provisions of this Paragraph.
- 12.2 The Board reserves the right to terminate the Contract immediately without prior notice and without any liability in the event:
 - (i) of any emergency occurring at the Port where the use of such Vessel is considered by the Board to be essential for the purposes of emergency relief work;
 - (ii) where the Hirer is in breach of its obligations under the Contract and has failed to remedy such breach on being required to do so by the Board;
 - (iii) of a default in the punctual payment of sums due to the Board for hire of the Vessel or other charges;
 - (iv) where the Hirer suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a Company, shall go into liquidation (other than a member's voluntary liquidation); or
 - (v) where the Hirer does or causes to be done or permit or suffer any act or thing whereby the Board's rights in the Vessel may be prejudiced or put into jeopardy.

Appendix 2 (Continued)

12.3 These rights shall be exercisable notwithstanding that the Board may have waived some previous default or matter of the same or a like nature). In such circumstances, it shall be lawful for the Board to retake possession of the Vessel and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under the Contract shall not affect the right of the Board to recover from the Hirer any monies due to the Board under the Contract for breach thereof.

13. DATA PROTECTION

All personal data collected by the Board will be handled in accordance with the Board's Privacy Notice, which can be found at portofdover.com/home/hub/privacy-policy/.

14. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from the Contract. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

15. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then acceptance of the Vessel for use by the Hirer constitutes the Hirer's acceptance of the Terms and Conditions and no conditions other than those set out herein shall form any part of the Contract unless otherwise agreed in writing between the parties.

16. THIRD PARTY RIGHTS

Unless expressly stated otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

17. LAW AND JURISDICTION

The Contract shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

Appendix 3

TERMS AND CONDITIONS FOR UNACCOMPANIED TRAILER PARKING

1. DEFINITIONS

For the purpose of this Appendix 3, the following definitions apply:

- (i) **Board** means Dover Harbour Board and /or, where the context requires, any subsidiary of the Board.
- (ii) **User** means the person or legal entity using the UTP.
- (iii) **Terms and Conditions** means the terms and conditions in this Appendix 3 together with the General Terms of Business as published in the Port of Dover Tariffs booklet from time to time.
- (iv) **UTP** means the Unaccompanied Trailer Park, Eastern Docks, Dover.

2. RULES OF ADMISSION

- 2.1. Admission to the UTP is by authorisation from the relevant ferry operator and permission from the Board.
- 2.2. Ferry operators must provide to the Board advance notification of estimated time and date of entry and exit to and from the UTP for all their inbound and outbound trailers. Ferry operators undertake to provide a copy of these Terms and Conditions to the User either at the time of or before issuing the authorisation under Clause 2.1 above.
- 2.3. Authorised parking bays for hazardous cargo are marked with a yellow 'H'.
- 2.4. Removal of trailers will not be permitted unless correct authorisation is shown.

3. RESPONSIBILITIES OF THE USERS

- 3.1 All persons entering the UTP must exercise proper care and attention for their own safety and the safety of others and, when on foot, should use the designated walkways at all times where available.
- 3.2 Hot work, welding or gas cutting is not allowed without a permit. Permits to authorise such activities can be obtained from the Board's Engineering Department.
- 3.3 "Naked Flames" and "cooking" are not permitted in the UTP or anywhere else within the Eastern Docks.

4. LIABILITIES

- 4.1. All goods and vehicles entering the UTP do so at the risk of the owner or such other person having custody thereof for the time being.
- 4.2 The Board does not accept custody of nor any other responsibility for the safety or security of such goods or vehicles whilst in these areas.
- 4.3 The Board does not accept any liability for any loss of or damage to such goods or vehicles attributable to any cause except insofar as such loss or damage is proved to be due to any negligence on the part of the Board or its staff. Where such loss or damage is proved to be due to any negligence on the part of the Board or its staff, the liability of the Board shall not exceed a maximum value of £500. The Board shall in no case be liable for any such loss or damage unless it has been notified to the Board prior to the goods or vehicles leaving the UTP.
- 4.4 The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.
- 4.5 Notwithstanding anything contained in this Paragraph 4, the liability of the Board for death or personal injury resulting from its negligence is not excluded or restricted.

Appendix 3 (Continued)

5. INDEMNITY TO BOARD

The User and /or owner of property and/or custodian of property in the UTP shall be responsible for and keep the Board indemnified against all losses arising directly or indirectly from the use of the UTP whatsoever may be the nature of such loss, injury, accident or damage and howsoever the same may arise and all claims made against the Board in respect thereof including, but not limited to consequential and pecuniary losses incurred by the Board in relation thereto.

6. PAYMENTS

- 6.1 The charges applicable are as published on the Port of Dover's website.
- 6.2 Payment of all charges levied is to be made strictly within 30 days of the date of the invoice. The Board reserves the right to shorten the payment term and/or require advance payment in certain circumstances. Any credit period will be calculated from the date of the Board's invoice.
- 6.3 In the event of payment not being received in accordance with these Terms and Conditions, the Board reserves the right to withdraw any service or facility and all credit facilities.
- 6.4 The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked where applicable.
- 6.5 Invoices must be paid in full without any set-off, counterclaim, restriction, condition, deduction or withholding.

7. TERMINATION

The Board reserves the right to terminate any authorisation given under these Terms and Conditions at any time and without any liability. In such case, all property bought to the UTP must be promptly removed.

8. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

9. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then use of the UTP for or in connection with the parking of any vehicle/trailer constitutes the user's acceptance of these Terms and Conditions and no other conditions shall apply to the use of the UTP unless otherwise agreed in writing between the parties.

10. THIRD PARTY RIGHTS

Unless expressly stated otherwise, these Terms and Condition do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

11. LAW AND JURISDICTION

These Terms and Conditions shall be governed by English law. Any dispute relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.

Appendix 4

TERMS AND CONDITIONS FOR THE USE OF THE OVERNIGHT STORAGE FACILITY

1. DEFINITIONS

For the purposes of this Appendix 4, the following definitions apply:

- (i) **Board** means Dover Harbour Board and /or, where the context requires, any subsidiary of the Board.
- (ii) **Customer** means any person(s), body corporate or unincorporated association, using the Facility and includes their successors or personal representatives.
- (iii) **Duration** means a period not exceeding 48 hours.
- (iv) **Goods** means any goods, cargo, commodities, livestock, articles and things of every description including any containers, crates or packaging within which such Goods may be contained.
- (v) **Facility** means the overnight storage facility at the Port of Dover, as may be allocated to the Customer from time to time.
- (vi) **Terms and Conditions** means the terms and conditions in this Appendix 4 together with the General Terms of Business as published in the Port of Dover Tariffs booklet from time to time.

2. GENERAL

- 2.1 The Board gives no guarantee for the availability of space within the Facility as and when needed by the Customer.
- 2.2 The Board reserves the right to refuse to accept Goods for any reason and/or to provide the Facility to the Customer.
- 2.3 The Customer shall be entirely responsible for any formalities and procedures prescribed by HM Revenue & Customs, HM Immigration Service, the relevant Port Health Authority,

Department for Environment, Food, Rural Affairs or other statutory, government or local government department in respect of the Goods. The Board shall not be liable for any acts or omissions of any of the foregoing bodies or any losses, claims or delays resulting from those acts and omissions including without limitation in respect of damaged Goods.

3. DURATION

- 3.1 Goods must not be left at the Facility for longer than the Duration.
- 3.2 Any Goods left at the Facility beyond the Duration may be sold or otherwise disposed of after a period of seven days following the expiration of the Duration without any notice to the Customer.
- 3.3 All charges and expenses arising in connection with the sale or disposal of the Goods shall be paid by the Customer.

4. DANGEROUS GOODS

- 4.1 The Customer must not send any Goods of a dangerous, hazardous, poisonous, flammable, explosive, tainted, infested or contaminated nature to the Facility except under special arrangements previously made in writing to the Board and in accordance with the requirements in Article 18 of the Dover Harbour Revision Order 2006 and terms and conditions as imposed by the Board.
- 4.2 Should the Customer nevertheless send such goods to the Facility and cause the Board to handle or deal with any such goods otherwise than under a special arrangements previously made in writing, the Customer shall be liable for all loss and damage caused by or in connection with such goods howsoever arising.

Appendix 4 (Continued)

5. LIABILITY

- 5.1 Use of the Facility shall be at the risk of the Customer.
- 5.2 The Board does not accept custody of nor any other responsibility for the safety or security of any Goods stored at the Facility.
- 5.3 The Board accepts no liability in respect of loss or damage to the Goods attributable to any cause except insofar as such loss or damage is proved to be due to any negligence on the part of the Board or its staff. Where such loss or damage is proved to be due to any negligence on the part of the Board or its staff, the liability of the Board shall not exceed a maximum of £100 per tonne weight of that proportion of the Goods in respect of which a claim arises. The Board shall in no case be liable for any claim unless the claim shall have been notified to the Board within 14 days of the expiry of the Duration.
- 5.4 The Board shall in no case be liable for any direct or indirect consequential or any pecuniary loss.
- 5.5 Notwithstanding anything contained in this Paragraph 5, the liability of the Board for death or personal injury resulting from its negligence is not excluded or restricted.

6. INDEMNITY TO THE BOARD

The Customer shall be responsible for and shall keep the Board indemnified against any losses, damage, costs, charges and expenses, including consequential and pecuniary losses, arising directly or indirectly out of or in consequence of:

- (i) any loss of or damage to the Facility or any other property whatsoever may be the nature of such losses or damage and however the same may arise, including from negligence;
- (ii) injury, accident or damage of whatsoever nature arising from the use of the Facility by the Customer;

- (iii) any failure by the Customer, its employees, agents, contractors to comply with any of its obligations under these Terms and Conditions.

7. INSURANCE

The Customer must have appropriate comprehensive insurance arrangements in respect of the Goods and any potential liabilities that may arise under these Terms and Conditions.

8. PAYMENT OF CHARGES

- 8.1 The charges applicable are set out in the Port of Dover Tariffs booklet applicable for the year.
- 8.2 Use of the Facility shall be subject to payment in advance by the Customer of the appropriate prevailing charges.
- 8.3 Invoices must be paid in full without any set-off, counterclaim, restriction, condition, deduction or withholding.

9. LIEN

The Board has a lien upon all Goods stored at the Facility, not only for charges due, but also for monies incurred by the Board in exercising that lien and its power of sale in accordance with the Torts (Interference with Goods Act) 1977.

10. TERMINATION

The Board reserves the right to terminate the hire of the Facility immediately without prior notice and without any liability in the event:

- (i) of any emergency occurring at the Port where use of the Facility is considered by the Board to be essential for the purposes of emergency relief work;
- (ii) the Customer is in breach of its obligation under these Terms and Conditions and has failed to remedy such breach on being required to do so by the Board.

Appendix 4 (Continued)

11. DATA PROTECTION

All personal data collected by the Board will be handled in accordance with the Board's Privacy Notice, which can be found at portofdover.com/home/hub/privacy-policy/.

12. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

13. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then use of the Facility constitutes the Customer's acceptance of the Terms and Conditions and no other conditions shall apply to the use of the Facility unless otherwise agreed in writing between the parties.

14. THIRD PARTY RIGHTS

Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

15. LAW AND JURISDICTION

These Terms and Conditions shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

Appendix 5

TERMS AND CONDITIONS FOR MOORING SERVICES

1. DEFINITIONS

For the purposes of this Appendix 5, the following definitions apply:

- (i) **Board** means Dover Harbour Board and /or, where the context requires, any subsidiary of the Board.
- (ii) **Charges** means all the amounts that are to be paid by the Customer to the Board for the Services based on rates as published in the current Port of Dover Tariffs book or as otherwise advised by the Board to the Customer from time to time.
- (iii) **Contract** means the contract between the Board and the Customer for the provision of the Services, incorporating these Terms and Conditions and the General Terms of Business as published in the Port of Dover Tariffs booklet from time to time.
- (iv) **Customer** means the person(s), company, firm or organisation for whom the Services are performed or provided by the Board.
- (v) **Harbour Master** means the harbour master appointed by the Board or such individuals deputies and nominees.
- (vi) **Port** means the Port of Dover.
- (vii) **Services** means any mooring services and associated operations performed or provided by the Board to the Customer in respect of a Vessel.
- (viii) **Vessel(s)** means the vessel in respect of which the Services have been provided pursuant to these Terms and Conditions.

2. NOTICES

Where there is reference in the Contract to notice or notification, that notice or notification must be given to the Board's Duty Harbour Master.

3. PROVISION OF THE SERVICES

- 3.1 Subject to other provisions of these Terms and Conditions, the Board shall exercise reasonable skill, care and judgement in carrying out the Services. No greater obligation, express or implied, is accepted.
- 3.2 The Board may appoint contractors or sub-contractors to perform all or any part of the Services. Such contractors or sub-contractors shall have no direct relationship with the Customer.
- 3.3 The Board shall have absolute discretion in the provision of the Services.
- 3.4 The Board may in its absolute discretion:
 - (a) refuse to accept any Vessel into, or require it to leave, the Port, if the Vessel is not compatible with the facilities at the Port;
 - (b) require any Vessel having entered the Port to leave it or require the same to be removed at any time; and
 - (c) decline to undertake or suspend the performance of the Services; and in such event the Board shall not have any liability and shall not be liable to pay any compensation in respect thereof. The Customer waives any and all claims against the Board for any breach of statutory duty relating to the exercise of such discretion.
- 3.5 Where the Board exercises its discretion under clause 3.4 above, the Customer must follow all instructions and directions of the Harbour Master regarding the Vessel.

4. RESPONSIBILITIES OF THE CUSTOMER

- 4.1 The Customer warrants to the Board that it has the necessary authority to enter into the Contract.
- 4.2 The Customer must ensure that:
 - (a) All mooring lines, whether the wire or rope, all heaving

Appendix 5 (Continued)

and messenger lines and any other Vessel equipment which is essential for the provision of the Services are in good working order and safe conditions for use by the Board during the provision of the Services;

- (b) The ball of rope formed at the end of a heaving or / messenger line to aid a line being thrown to another location (often known as “monkey’s fists”), are not permitted to be weighted. The Board reserves the right for its personnel or those of its appointed contractor or sub-contractor to cut off any monkey’s fists which are found to be weighted. A Monkey’s fist may not be substituted by a block of other dense material which may pose a hazard to the health and safety of mooring personnel;
 - (c) It has sufficient moorings in place suitable for the forecasted wind strengths for the duration of the Vessel’s stay at the Port;
 - (d) Deck crew continuously monitor the mooring lines whilst the Vessel is berthed at the Port to ensure that the correct tension is maintained at all times.
- 4.3 Where the mooring line, heaving and messenger lines or any Vessel’s equipment which is essential for the provisions of the Services (i) is not available to the Board, or (b) is not suitable for any of the reasons specified in Clause 4.2 above, the Board may at its discretion refuse to provide the Services.
- 4.4 The Customer, its employees, representatives and/or agents must at all times comply with
- (a) all applicable laws relating to the (i) Vessel or the mooring line, heaving and messenger lines or any Vessel’s equipment essential for the provisions of the Services, and (ii) Services;
 - (b) the Board’s General Directions and Byelaws as published on the Board’s website from time to time; and
 - (c) any direction of the Harbour Master.

5. LIABILITY OF THE BOARD

- 5.1 Any Vessel, or other property of the Customer which is located within the Port, is located entirely at the Customer’s own risk. The Board will not be responsible for the safe custody of any Vessel, or other property of the Customer at the Port.
- 5.2 Subject to Clause 5.3 below, the Board will only be liable for loss or damage to any Vessel to the extent that same was caused by the negligence of wilful misconduct of the Board and such liability of the Board under these Terms and Conditions in respect of the Vessel shall be limited to the lowest of the following:
- (a) the market value at the time of the damage or loss of that part or parts of the Vessel to which the claim relates; or
 - (b) the reasonable cost of repairs (where capable of repairs); or
 - (c) the sum of £5 million; or
 - (d) any statutory limit on liability that applies.
- 5.3 The Board shall in no case be liable for any direct or indirect consequential or any pecuniary loss (including without any limitation, any delay or demurrage costs). Subject to Clause 5.2 above, the Board’s liability to the Customer whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited the total charges paid by the Customer under the Contract.
- 5.4 Notwithstanding anything contained in this Clause 5, the liability of the Board for death and personal injury resulting from its negligence is not excluded or restricted.

Appendix 5 (Continued)

6. INDEMNITY TO THE BOARD

6.1 The Customer undertakes to indemnify the Board against all such actions, claims, costs and demands in respect of any loss, injury, accident or damage incurred by the Board or its employees, contractor or sub-contractors, of whatsoever nature which arise out of or in connection, directly or indirectly, with:

- (a) a breach of these Terms and Conditions by the Customer; or
- (b) any act, omission, instruction, misrepresentation, negligence, recklessness, fraud, wilful misconduct or breach of statutory duty of the Customer or any other person interested in the Vessel; or
- (c) the failure of the Customer to comply with the requirements of any authority or any statutory requirement,

except in so far as such personal injury or loss of life shall be proved to be due to the negligence of the Board.

7. INSURANCE

7.1 The Customer shall be fully insured (and shall ensure that any Vessel is fully insured) against all risks, including without prejudice to the generality of the foregoing, fire, damage (including to the Board's property and that of third parties at the Port), environmental incident, salvage, public liability and theft, whether due to the negligence of others or not, by ensuring they have appropriate Hull & Machinery, Public Liability and Protection and Indemnity insurance with an International Group P&I club or equivalent. The Customer shall insure in respect of any Vessel for Liability to the Board for damage to the Board's property within the port confines in a sum not less than £10,000,000 and in respect of any

environmental and/or wreck removal liability as may be required by applicable law or international convention or in a sum of £10,000,000 whichever the greater.

- 7.2 The Customer shall provide evidence of compliance with Clause 7.1 to the Harbour Master on request.
- 7.3 The Board has no responsibility to insure any Vessels.

8. PAYMENTS

- 8.1 The Charges applicable are set out in the Port of Dover Tariffs booklet for the year. Payment of all Charges levied is to be made strictly within 30 days from the date of the Board's invoice. The Board reserves the right to shorten the payment term and/or require advance payment in certain circumstances. Any credit period will be calculated from the date of the Board's invoice.
- 8.2 In the event of payment not being received in accordance with the Contract, the Board reserves the right to withdraw the Services.
- 8.3 The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked where applicable.
- 8.4 Invoices must be paid in full any set-off, counterclaim, restriction, condition, deduction or withholding.

9. LIEN

- 9.1 The Board is entitled to a general and specific lien on any Vessel in respect of all sums for which the Customer or any other person interested in the Vessel, is liable to the Board for, whether in relation to the same Vessel or otherwise.
- 9.2 The Board may refuse to release the Vessel until all Charges incurred in relation to the Vessel, have been paid but pending such release any Charges accruing on a daily or other periodic basis shall continue to accrue.

Appendix 5 (Continued)

9.3 If any Charges remain unpaid by the Customer for a period of 30 days from the invoice date or from when the charges were incurred, the Board shall be entitled to take possession of any such Vessel and to sell them by any means, reimbursing the Customer the net sale proceeds (if any) after deduction of any loss, sums due to or incurred by the Board (including the reasonable sale costs and expenses incurred by the Board (including administrative fees)).

10. FORCE MAJEURE

10.1 The Board will have no liability whatsoever for events beyond the Board's reasonable control including but not limited to those arising from natural cause or human causes that prevent or delay the Board in performing its obligations under the Contract.

11. TERMINATION

11.1 The Board reserves the right to terminate the Services immediately without prior notice and without any liability in the event:

- (a) of any emergency occurring at the Port which renders the Board unable to provide the Services due to the requirements of emergency relief work, or
- (b) the Customer being in breach of its obligations under these Terms and Conditions and failing to remedy such breach on being required to do so by the Board.
- (c) of a default in the punctual payment of Charges due to the Board;
- (d) where the Customer suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a company, shall go into liquidation (other than a member's voluntary liquidation);

(e) where the Customer does or causes to be done or permits any act or thing which makes the operations relating to the Services unsafe.

11.2 These rights shall be exercisable notwithstanding that the Board may have waived some previous default or matter of the same or a like nature.

12. ENFORCEABILITY

12.1 If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

13. ACCEPTANCE

13.1 Use of the Services by the Customer shall be deemed to constitute notice of and acceptance of these Terms and Conditions.

14. THIRD PARTY RIGHTS

14.1 Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

15. LAW AND JURISDICTION

15.1 These Terms and Conditions shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Appendix 6

TERMS AND CONDITIONS FOR THE USE OF CRUISE FACILITIES AND SERVICES

1. DEFINITIONS

For the purpose of this Appendix 6, the following definitions apply:

- (i) **Board** means Dover Harbour Board and /or, where the context requires, any subsidiary of the Board.
- (ii) **Booking Confirmation** means, as appropriate, the Initial Booking Confirmation or the Final Booking Confirmation issued by the Board to the Operator relating to the cruise call(s) in respect of which the use of the facilities and services at the Terminal are required.
- (iii) **Contract** means the contract between the Board and the Operator for the use of the facilities and services at the Terminal, incorporating these Terms and Conditions, the Booking Confirmation and the General Terms of Business as published in the Port of Dover Tariffs booklet from time to time.
- (iv) **Operator** means the Cruise Operator.
- (v) **Terminal** means the cruise terminals including the berths and quaysides at the Western Docks, Dover, or other designated locations within the Port of Dover.

2. APPLICATIONS

Applications to use facilities and services provided at the Terminal for the purpose of and in connection with cruise operations shall be made by the Operator to the Board's Head of Cruise.

3. CANCELLATION

- 3.1 Should any confirmed booking to use the Terminal facilities be cancelled, the Board reserves the right to recover all losses associated with such cancellation.

4. GENERAL

- 4.1 The Board will provide or make available to the Operator all such facilities and services as are generally made available at the Terminal for the purpose of and in connection with cruise operations together with any additional reasonable facilities/ services required by the Operator provided always that the Operator has given to the Board reasonable notice of its requirements to enable such facilities/services to be arranged.
- 4.2 All facilities and services are provided by the Board subject to these Terms and Conditions and such further terms and conditions which the Board may deem applicable as advised to the Operator from time to time.
- 4.3 Where personnel are supplied to the Operator by the Board to assist in the provision of a service to be provided by the Operator, such personnel will be under the direction and authority of the Operator for the purposes of the provision of such service and shall for all purposes in connection with the Contract be regarded as an employee or agent of the Operator who shall be vicariously liable for the actions of such personnel during the performance of such service and for all claims arising from or in relation to such actions, the Operator being responsible even if the same arises from acts or omissions amounting to negligence and/or breach of statutory duty on the part of the Board's employee (where such employee has been supplied to the Operator by virtue of this Paragraph).
- 4.4 The Board's plant is available for hire, subject to the relevant terms and conditions and payment of the charges specified in the Port of Dover Tariff booklet applicable at the time of hire.

Appendix 6 (Continued)

5. RESPONSIBILITIES OF THE OPERATOR

- 5.1 The Operator agrees that its use of the Terminal, including the facilities and services, shall be at the Operator's risk and the Operator shall be responsible for any loss, injury, accident or damage arising out of or in consequence of such use whatsoever the nature of such loss, injury, accident or damage and howsoever the same may arise, the Operator being responsible even if the same arises from acts or omission amounting to negligence and/or breach of statutory duty on the part of an employee of the Board (where the employee of the Board has been supplied to the Operator by virtue of Paragraph 4.3 above);
- 5.2 The Operator must ensure that all its employees, customers, contractors, representatives are aware that they must exercise proper care and attention for their own safety and the safety of others and, when on foot, should use the designated walkways at all times where available.
- 5.3 The Operator shall be entirely responsible for any formalities and procedures prescribed by HM Revenue & Customs, HM Immigration Service, the relevant Port Health Authority, Department for Environment, Food, Rural Affairs or other statutory, government or local government department in connection with its use of the services and facilities at the Terminal. The Board shall not be liable for any acts or omissions of any of the foregoing bodies or any losses, claims or delays resulting from those acts and omissions.

6. LIABILITY

- 6.1 Use of the Terminal shall be at the risk of the Operator.
- 6.2 The Board does not accept any liability for any loss arising from or in connection with the use of the Terminal by the Operator attributable to any cause whatsoever may be the nature of such loss, or damage and howsoever the same may arise, including from negligence.
- 6.3 The Board shall in no case be liable for any direct or indirect consequential or any pecuniary loss.
- 6.4 Notwithstanding anything contained in this Paragraph 6, the liability of the Board for death or personal injury resulting from its negligence is not excluded or restricted.

7. INDEMNITY TO THE BOARD

The Operator shall keep the Board indemnified against any losses, damage, costs, charges and expenses, including consequential and pecuniary losses, arising directly or indirectly out of or in consequence of:

- (i) the provision of the facilities and services at the Terminal;
- (ii) damage caused to the Board's property by the Operator's vessel, employees, agents, contractors or customers;
- (iii) acts and omissions of the person(s) supplied under Paragraph 4.3 above;
- (iv) any failure by the Operator, its employees (including the person(s) under Paragraph 4.3 above), its customers, agents, contractors to comply with any of its obligations under the Contract.

Appendix 6 (Continued)

8. INSURANCE

The Operator must ensure that it has appropriate insurance cover in place in respect of any potential liabilities under the Contract.

9. PAYMENTS

- 9.1 The charges applicable are set out in the Port of Dover Tariff booklet applicable for the year.
- 9.2 Payment of all charges levied is to be made strictly within 30 days of the date of the Board's invoice. The Board reserves the right to require advance payment in certain circumstances. Any credit period will be calculated from the date of the Board's invoice.
- 9.3 In the event of payment not being received in accordance with the Contract, the Board reserves the right to withdraw any service or facility and all credit facilities.
- 9.4 The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked where applicable.
- 9.5 Invoices must be paid in full without any set-off, counterclaim, restriction, condition, deduction or withholding.

10. LIEN

The Board has a lien upon all items in its possession, not only for charges due, but also for monies incurred by the Board in exercising that lien and its power of sale in accordance with the Torts (Interference with Goods Act) 1977).

11. FORCE MAJEURE

The Board will have no liability whatsoever for events beyond the Board's reasonable control including but not limited to those arising from natural causes or human causes that prevent or delay the Board in performing its obligations under the Contract.

12. TERMINATION

- 12.1 The Board reserves the right to terminate the Contract immediately without prior notice and without any liability in the event:
 - (i) of any emergency occurring at the Port where the use of the facilities and/or services at the Terminal is considered by the Board to be essential for the purposes of emergency relief work;
 - (ii) where the Operator is in breach of its obligations under the Contract and has failed to remedy such breach on being required to do so by the Board;
 - (iii) of a default in the punctual payment by the Operator of sums due to the Board for the use of the facilities and/or services or other charges;
 - (iv) where the Operator suffer any distress or execution to be levied against him or make or propose to make any arrangement with his creditors or being a company, shall go into liquidation (other than a member's voluntary liquidation);
 - (v) where the Operator does or causes to be done or permit or suffer any act or thing whereby the Board's rights in the Terminal may be prejudiced or put into jeopardy.
- 12.2 These rights shall be exercisable notwithstanding that the Board may have waived some previous default or matter of the same or a like nature.

Appendix 6 (Continued)

13. DATA PROTECTION

All personal data collected by the Board will be handled in accordance with the Board's Privacy Notice, which can be found at portofdover.com/home/hub/privacy-policy/.

14. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from the Contract. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

15. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then use of the Terminal facilities and services by the Operator constitutes the Operator's acceptance of the Terms and Conditions and no conditions other than those set out herein shall form any part of the Contract unless otherwise agreed in writing between the parties.

16. THIRD PARTY RIGHTS

Unless expressly stated otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

17. LAW AND JURISDICTION

The Contract shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

Appendix 7

TERMS AND CONDITIONS FOR PARKING PERMITS ISSUED BY DOVER HARBOUR BOARD

1. GENERAL

- 1.1. Dover Harbour Board (the **Board**) operates a paperless parking system, and all its car parking facilities are monitored via an ANPR camera system. Anyone intending to use any of the Board's car parking facilities must ensure that they hold a valid parking permit ("**Permits**", each a "**Permit**") from the Board before doing so.
- 1.2. Upon payment of the appropriate published charge where required, a digital Permit confirmation will be issued to each permit holder with the following details: Name of permit holder, vehicle(s) registration number(s), validity period of Permit and the permitted parking zone(s).
- 1.3. All parking Permits are issued at the discretion of the Board and use of a Permit is subject to these Terms and Conditions.
- 1.4. The Board reserves the right to change the allocation of parking zones with minimal notice.
- 1.5. The Board reserves the right to withdraw, with or without notice, any or all of the car parking facilities on the Board's estate for security reasons. In such circumstances, the Board will be under no obligation to provide suitable alternative parking or to refund charges paid for Permits.

2. ISSUE OF PERMITS

- 2.1 Only vehicles whose details are registered against the Permit can be parked in the parking zones permitted by the Permit. If more than one vehicle is registered against a Permit, only one of those vehicles may park in the permitted parking zone

within the Board's car parks at any one time.

- 2.2 It is the responsibility of the permit holder to ensure that the details provided to the Board for the purposes of the Permit are correct at all times. When changes occur, Port Reception, Eastern Docks, Dover must be notified immediately so that necessary amendments can be made against the Permit holder's details. A charge will be applied for any amendment of Permit details.
- 2.3 Permits authorise holders to park in particular parking zones in connection with their stated business or duties only.
- 2.4 Issue of a Permit does not guarantee the availability of a parking space in the designated area.
- 2.5 If a Permit is no longer required, the permit holder must notify Port Reception immediately so that the Permit is cancelled, and the parking permit system updated accordingly. Any refund in respect of any unexpected period of validity of the Permit will be made to the person responsible for the permit fee, from the date Port Reception receives the request for cancellation. Annual visitors' permits are non-refundable.

3. RESPONSIBILITIES OF THE DRIVER

- 3.1 It is the responsibility of the driver to ensure that he/she holds a valid Permit at all times whilst the vehicle he/she is using is parked in any of the Board's car parks.
- 3.2 Any changes to the details registered against the Permit must be immediately notified by the permit holder to the Pass Office to be updated in accordance with Condition 2.2 above.
- 3.3 The driver must not park in contravention of any traffic sign or road marking. Vehicles may only be parked in spaces specifically marked for the purpose of parking vehicles and for no longer than the maximum time permitted for that particular area.

Appendix 7 (Continued)

- 3.4 The driver must comply with all traffic regulations applicable at the Port of Dover (the Port) and, in particular, will not park on or otherwise obstruct the pedestrian walkways and will remove the vehicle from any designated parking zone if requested to do so by any officer of the Board.*
- 3.5 In regard to annual visitors' permits only, parking is limited to no more than two full days between Monday and Sunday per week, subject to any restrictions applying to that particular car park.
- 3.6 **Personal Safety** – All persons entering the Board's operational dock areas or any of the Board's premises, with or without vehicles, must exercise proper care and attention for their own safety and the safety of others and, when on foot, should use the designated walkways at all times where available.
- 3.7 **Property** – All goods and vehicles entering the Board's operational dock areas or any of the Board's premises do so at the risk of the owner or such other person having custody thereof for the time being. The Board does not accept custody of nor any other responsibility whatsoever for the safety or security of such goods or vehicles whilst on the Board's premises. The Board does not accept any liability for loss or damage to goods or vehicles attributable to any cause except insofar as such loss or damage is proved to be due to any negligence on the part of the Board or its staff. Where such loss or damage is proved to be due to any negligence on the part of the Board or its staff, the liability of the Board shall not exceed a maximum value of £500. The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.
- 3.8 **Driving** – The maximum speed limit anywhere within the docks is 20 mph. Drivers must adjust their speed to the conditions and drive defensively. REMEMBER pedestrians may wander unexpectedly into traffic routes and drivers of freight vehicles have limited visibility when close to other vehicles and

when reversing – be aware and give pedestrians and freight vehicles plenty of room. Drivers must use the designated service routes at all times unless otherwise directed. Plans of the routes are available at Port Reception. Short cuts across the heads of berths or loading lanes are strictly prohibited.*

4. ENFORCEMENT

- 4.1 Without prejudice to the Board's right under Paragraph 4.2 below, if a vehicle to which a Permit applies is*:
- (i) found parked other than in the permitted parking zone noted against the Permit; or
 - (ii) parked in the car parks continuously for more than 24 hours (except in the case of working ships crew where shift patterns reasonably require vehicles to be parked for longer); it may be removed and stored elsewhere. The costs of removal and storage will be recoverable by the Board from the owner in accordance with the charges published in the Port of Dover Tariff booklet applicable for the year.
- 4.2 Where a vehicle is parked in contravention of these Terms and Conditions, in addition to the rights under Paragraph 4.1 above, the Board shall have the right to*:
- (i) First Breach: leave a written warning of the breach of parking terms and conditions on the vehicle;
 - (ii) Second Breach: withdraw the parking Permit for a period of 30 days, during which time all permissions to pass through vehicular access points within the Board's estate using the permit holder's Access Control Pass will be suspended. The Access Control Pass will also be generally blocked pending the successful completion of the Board's General Safety and Security Awareness Training (GSSAT) and payment of a re-issue fee;

Appendix 7 (Continued)

(iii) Third Breach: the parking Permit will be permanently revoked along with all permissions to pass through vehicular access points within the Board's estate using the permit holder's Access Control Pass. The Access Control Pass will also be generally blocked pending the successful completion of GSSAT and payment of a re-issue fee.

4.3 Where the Board has been unable to contact the pass holder directly to inform him/her that action has been taken under paragraph 4.2, the Board reserves the right to inform the pass holder's employer.

4.4 Without prejudice to any of the provisions in Paragraphs 4.1 and 4.2, a penalty charge notice may also be imposed by the third-party contractor appointed by the Board to manage the car park.

5. NATIONAL SECURITY

In the interests of national security, the personal details of applicants for Permits may be made available to the police or other national security and law enforcement agencies for the purpose of background security checks. A Permit may be denied if an applicant fails background security checks.

6. DATA PROTECTION

6.1 Security and car park management services at the Port are undertaken by a third party contractor appointed by the Board. Both the Board and its appointed contractor are registered under the relevant Data Protection legislation and they will at all times endeavour to comply with the terms of the relevant Data Protection legislation in all dealings with personal data.

6.2 Except as noted in Paragraph 6.1 above, personal data will be used only for stated purposes and handled in accordance with the Board's Privacy Notice, which can be found at portofdoover.com/home/hub/privacy-policy/.

6.3 Unless required to do so by law, personal data will not be disclosed to any third parties without express permission or appropriate legal basis.

7. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

8. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then use of the parking Permit constitutes the permit holder's acceptance of the Terms and Conditions and no other conditions shall apply unless otherwise agreed in writing between the parties.

9. THIRD PARTY RIGHTS

Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

10. LAW AND JURISDICTION

These Terms and Conditions shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.

* Clause 3.4, Clause 3.8, Clause 4.1 and Clause 4.2 apply only in respect of permit holders who also hold an Access Control Pass for the Eastern Docks and/or Western Docks.

Appendix 8

TERMS AND CONDITIONS FOR THE ISSUE AND USE OF ACCESS CONTROL PASSES

1. GENERAL

- 1.1 All access control passes (“**passes**” or “**pass**”, as the context requires) issued to facilitate access to controlled areas of the Port of Dover (the **Port**) are issued at the discretion of the Dover Harbour Board (the **Board**) and use of a pass is subject to these Terms and Conditions.
- 1.2 All applicants for a pass (or renewal of a pass) must successfully undertake the Board’s General Security and Safety Awareness Training (GSSAT) prior to the pass being issued (or renewed).
- 1.3 An application for a pass may be refused on the grounds set out in Paragraphs 4(i)(b), (ii) or (iii) below.

2 ISSUE OF PASSES

- 2.1 Photographic proof of identity will be required when collecting a pass from Port Reception. A Driver’s Licence, Passport or Biometric Residence Permit will be acceptable as proof of identity of the applicant.
- 2.2 All passes remain the property of the Board who may withdraw the pass immediately, without notice or reason, and without any liability.
- 2.3 In the case of loss of the pass, the pass holder must notify the Board immediately.
- 2.4 A charge as published in the Port of Dover Tariff booklet applicable for the year will be levied for:
 - (i) the issue of a replacement pass where it is lost or damaged; or

- (ii) the reinstatement of permissions where a pass has been blocked under Paragraph 4.1 below.

- 2.5 Passes are not transferable and under no circumstances must they be used to facilitate the entry or exit of other persons (whether pass holders or not) into or out of the Port.
- 2.6 Whenever a pass holder changes to a new employer, a new application form for a pass will be required which the new employer will complete and countersign.

3 RESPONSIBILITIES OF THE PASS HOLDER

- 3.1 Passes are to be used to facilitate access to the Port only for the purpose stated in the application.
- 3.2 When the purpose(s) for which a pass was issued comes to an end, the pass must be returned to Port Reception by the pass holder.
- 3.3 In order that records can be kept up to date, the pass holder is required to advise the Board, as soon as reasonably practicable, when the pass holder’s personal details change.
- 3.4 Passholders, if selected by the Board for a drug and/or alcohol test while they are on the Board’s estate, must submit to such a test at the time directed. Pass holders must not at any time be in an unfit state in a controlled area of the Board’s estate due to consumption of alcohol or drugs.

For the purpose of this paragraph:

- unfit through alcohol means a positive breath or urine test for having more than 18 micrograms of alcohol in 100 millimetres of breath or more than 54 micrograms of alcohol in 100 millilitres of urine.
- Drugs means controlled drugs as defined in applicable legislation and includes legal substances such as prescribed drugs and solvents which have been misused.

Appendix 8 (Continued)

- 3.5 In order to bring a vehicle into the Port a separate application for a parking permit must also be submitted and will be subject to the Board's Terms and Conditions for Port Staff Parking Permit.
- 3.6 **Personal Safety** – All persons entering the Board's operational dock areas or any of the Board's premises, with or without vehicles, must exercise proper care and attention for their own safety and the safety of others and, when on foot, should use the designated walkways at all times where available.
- 3.7 **Property** – All goods and vehicles entering the Board's operational dock areas or any of the Board's premises do so at the risk of the owner or such other person having custody thereof for the time being. The Board does not accept custody of nor any other responsibility whatsoever for the safety or security of such goods or vehicles whilst on the Board's premises. The Board does not accept any liability for loss or damage to goods or vehicles attributable to any cause except insofar as such loss or damage is proved to be due to any negligence on the part of the Board or its staff. Where such loss or damage is proved to be due to any negligence on the part of the Board or its staff, the liability of the Board shall not exceed a maximum value of £500. The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.
- 3.8 **Driving** – The maximum speed limit anywhere within the docks is 20mph. Drivers must adjust their speed to the conditions and drive defensively. REMEMBER pedestrians may wander unexpectedly into traffic routes and drivers of freight vehicles have limited visibility when close to other vehicles and when reversing – be aware and give pedestrians and freight vehicles plenty of room. Drivers must use the designated service routes at all times unless otherwise directed. Plans of the routes are available at Port Reception.

Short cuts across the heads of berths or loading lanes are strictly prohibited.

4. ENFORCEMENT

- 4.1 Without prejudice to the Board's right under Paragraph 2.2, and for the avoidance of all doubt, the Board reserves the right to block, temporarily revoke permission settings on, or withdraw any pass where:
- (i) the pass holder has breached:
 - (a) any of the above terms and conditions; and/or
 - (b) any safety/security rules or regulations; or
 - (ii) the Board has reasonable grounds to suspect that the passholder has been involved in a criminal activity (whether or not the passholder is prosecuted for such involvement); or
 - (iii) the pass holder has engaged in abusive, intimidating, aggressive or sexually harassing behaviour towards any of the Board's staff.
- 4.2 Where permission settings have been blocked and/or temporarily revoked due to breach, the pass holder must successfully complete GSSAT and attend Port Reception to have the appropriate permission settings reinstated, subject to the pass holder paying a re-issue charge.
- 4.3 Where the Board has been unable to contact the pass holder directly to inform him/her that action has been taken under Paragraph 4.1, the Board reserves the right to inform the pass holder's employer.

5. NATIONAL SECURITY

- 5.1 In the interests of national security, the personal details of applicants for pass may be available to the police or other national security and law enforcement agencies for the

Appendix 8 (Continued)

purpose of background security checks. A pass may be denied if an applicant fails background security checks.

6. DATA PROTECTION

- 6.1 Security services at the Port are undertaken by a third party contractor appointed by the Board. Both the Board and its appointed contractor are registered under the relevant Data Protection legislation and they will at all times endeavour to comply with the terms of the relevant Data Protection legislation in all dealings with personal data.
- 6.2 Security services at the Port are undertaken by a third-party contractor appointed by the Board. Both the Board and its appointed contractor are registered under the relevant Data Protection legislation, and they will at all times endeavour to comply with the terms of the relevant Data Protection legislation in all dealings with personal data.
- 6.2 Except as noted in Paragraph 6.1 above, personal data will be used only for stated purposes and handled in accordance with the Board's Privacy Notice, which can be found at portofdover.com/home/hub/privacy-policy/.
- 6.3 Unless required to do so by law, personal data will not be disclosed to any third parties without express permission or appropriate legal basis.

7. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition, or provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable, or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

8. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then use of the pass constitutes the pass holder's acceptance of the Terms and Conditions, and no other conditions shall apply unless otherwise agreed in writing between the parties.

9. THIRD PARTY RIGHTS

Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

10. LAW AND JURISDICTION

These Terms and Conditions shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.



**PORT OF
DOVER**

**Further information regarding
shipping facilities and tariffs
may be obtained from:**

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