



Associated British Ports. Port of Teignmouth Tariff 2018

Situated on the south west coast, ABP Port of Teignmouth is well placed to serve south west England and is just 12 miles from the M5.

We are able to offer:

- ✓ Excellent Transport Links to/ from the A380
- ✓ Large capacity on warehousing and open storage facilities
- ✓ An excellent standard of plant & equipment for handling bulk commodities efficiently
- ✓ A flexible approach tailored to the customers requirements including a 7 day working week if required
- ✓ We can facilitate heavy lifts, abnormal load and project cargo utilising our specialist and local knowledge to assist.
- ✓ Good working relationships with a number of haulage companies who service the port on a regular basis that were are happy to recommend

Contact Details

Associated British Ports,
Old Quay Road,
Teignmouth,
Devon,
TQ14 8ES
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Schedule Rates & Charges and standard terms of conditions

All rates, charges and services quoted herein are subject to Associated British Ports' Standard Conditions, as set out from Page 4 onwards of this Schedule.

Further copies of this Schedule are available on request from:

The Port Manager, Port Office, Old Quay, Teignmouth, TQ14 8ES

VESSEL DUES – BASED UPON CARGO TONNAGE HANDLED

Ship's Dock Dues	£0.72 per cargo tonne (Discharging/Loading)
Environmental Charge	£44.51 per vessel visit
Security Charge (ISPS Level 1)	£40.39 per vessel visit
Supply of Water	£38.16 Connection Charge £5.71 per tonne supplied
Bunkering/Oil Deliveries	£44.51 per tanker

Minimum charge for Ship's Dock Dues: £720.00 per vessel visit.

STANDARD TERMS AND CONDITIONS OF TRADE

IMPORTANT ADVICE

THESE TERMS AND CONDITIONS CONTAIN PROVISIONS BY WAY OF INDEMNITY AND ALSO EXCLUSION AND LIMITATION OF LIABILITY IN FAVOUR OF TQC WHICH UNDERTAKES NO OBLIGATION TO EFFECT INSURANCE (AND MAKES NO CHARGE FOR INSURANCE) IN RESPECT TO THE CUSTOMERS, THEIR SERVANTS, GOODS OR LIABILITIES. CUSTOMERS ARE THEREFORE ADVISED TO EFFECT INSURANCE THEMSELVES. WHERE INCONSISTENT WITH TERMS AND CONDITIONS PREVIOUSLY APPLYING OR UNDERSTOOD TO APPLY THESE TERMS AND CONDITIONS WILL PREVAIL.

1. DEFINITIONS

In these terms and conditions, unless therein otherwise expressly provided,

or unless the context shall otherwise require, the following expressions shall have the meanings hereby assigned to them.

'Customer' shall mean any person, corporation, firm or body of persons whether incorporated or unincorporated who has or brings any vessel within TQC's harbour jurisdiction or visits the premises of TQC and/or who delivers or brings goods or plant onto or whose goods or plant come howsoever to be on those premises and/or who by themselves their servants or agents avail themselves of any facility or service provided by TQC.

'Goods' shall mean cargo of any description whatsoever together with any plant (as defined hereunder), package, case, pallet, container or other thing which conveys, carries, contains, protects or supports cargo or is designed or made to do so.

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

'TQC' shall mean Teignmouth Quay Company Limited.

'Vessel' includes any ship, boat, raft or craft of every class or description however navigated or propelled.

Where the context permits words in the singular shall include the plural and words in the plural shall include the singular.

2. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions shall apply to all legal relationships between TQC and any customer whether in respect of contract, bailment or licence (whether to enter or remain or otherwise). These terms cannot be varied otherwise than in writing signed by an authorised officer of TQC. The acceptance by the customer of these terms and conditions may be expressed but even if not made expressly, acceptance will be implied from the entry by the customer into any legal relationship with TQC. In particular such acceptance will be deemed to have been made in the event of the entry or delivery of any person, vessels, goods or plant into the harbour jurisdiction of TQC or onto or upon the premises of TQC and/or the submission of any Shipping or Unit Load Note or the making of any other written or oral application to TQC for entry to the premises of TQC or for any service or the use of any facility by or on behalf of the customer.

3. WARRANTY OF AUTHORITY BY CUSTOMER

The customer expressly warrants to TQC that he is either the owner or the authorised agent of the owner of the goods the subject matter of the transaction and of any plant brought on to TQC's premises and further warrants that he accepts these conditions not only for himself but also as duly authorised agent for and on behalf of every other person, firm or corporation who is interested in the goods.

4. ORDERS IN WRITING

TQC will only store or perform or provide any service or accommodation in connection with the goods or plant on receiving orders in writing to do so from the customer, either at the time each service is required or in accordance with any contractual arrangement to provide such services over a period of time. TQC will, on application, supply forms of request to persons using its premises for the various services undertaken by or facilities provided by TQC. All orders by telephone must be immediately confirmed in writing and TQC will not, in any case, be responsible for its servants' failure to comply, or for any errors by its servants in complying, with such orders where they are communicated by telephone and are not promptly so confirmed. Orders for shipment of goods and for delivery of imported goods can be acted upon only after receipt of written authority from the ship's owners or agents, and proof of compliance with all customs and other official formalities.

5. QUANTITY AND DESCRIPTION OF GOODS

- a) An account of the contents and quantities of each vessel discharging or loading goods in the docks shall be supplied by the shipowner to TQC before the discharge commences or immediately after the loading has been completed.
- b) Prior to (or on) delivery of the goods to TQC the customer shall ensure that TQC is given a full description of the goods sufficient to identify it and in addition is given full particulars of the goods and any hazards connected therewith.
- c) TQC shall be permitted by the customer to give any particulars furnished under (a) and (b) above to whomsoever TQC deems necessary. The customer shall be bound by and deemed to warrant the accuracy of all descriptions, values and other particulars furnished to TQC and undertakes to indemnify TQC against all losses, damages, expenses and fines arising from the inaccuracy in or omission from the above particulars even if such inaccuracy or omission is not due to any negligence.

6. CONDITION OF GOODS AND PLANT

The customer warrants that any goods or plant which he delivers to or causes to be upon TQC premises

- a) Will not contaminate or cause danger, injury, pollution or damage to any person or any other goods or plant or TQC's premises or the water and air adjacent thereto.
- b) Are not infested, verminous, rotten or subject to fungal attack or are liable to become so while at TQC's premises.
- c) Are not overheated or liable to become so while at TQC's premises.

- d) Require for their safekeeping no special protection (other than as may be agreed in writing between TQC and customer) arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their inflammability.
- e) Contain no controlled drugs (unless the customer is licensed or otherwise lawfully authorised in respect thereof), contraband, pornographic or other illegal matter.
- f) Are properly and sufficiently packed to ensure the safety of the goods and to allow mechanical handling without damage or danger.
- g) Are properly and sufficiently marked, documented and labelled for all shipping, cargo handling, dispatch, customs and like purposes.
- h) Are properly marked with warnings as to the hazardous nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the goods or their contents in the event of the escape of anything injurious therefrom.

Where TQC incurs any expense due to the customer's breach of any of the warranties set out in this condition or in taking any step which TQC shall consider to have been reasonably required to remedy the same or to comply with the lawful requirements of HM Revenue and Customs, the Police, the Health and Safety Executive, the Public Health Authority or any similar body, its officers and agents in respect to the goods, the same shall be chargeable to and payable by the customer concerned.

Where they reasonably suspect that a breach of any warranty under this clause has been, or might be, committed TQC is entitled to refuse to accept any goods or plant into its premises, and if goods or plant have been accepted TQC may none the less reject them and require their removal; and in that event the customer shall be entitled to no recompense other than a refund of charges made, less the value of any damage caused by such goods or plant and any handling or other operating costs incurred by TQC.

7. PROMPT SHIPPING AND REMOVAL OF GOODS

All goods deposited upon any of the quays or wharfs, or in any of the sheds or premises of TQC shall be shipped or removed therefrom with all due diligence and at latest within 2 days from time of final discharge of the vessel for incoming traffic or 7 days from the time of their being first brought or deposited thereon for outgoing traffic and any goods remaining beyond that time shall incur rent charges in accordance with the tariff and may be removed and dealt with by TQC in accordance with Condition 11 and, where appropriate, Conditions 16, 17, 18 and 19.

8. DESTRUCTION OR DISPOSAL OF HARMFUL GOODS

Where any goods are, or while in the custody of TQC or its employees, agents, independent contractors, sub-contractors or sub-agents become noxious, hazardous, inflammable, explosive or in any way dangerous or otherwise likely to cause damage (which includes goods which are infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests) whether alone or in combination with other goods and whether or not by reason of the act or omission of any person, TQC or the person in whose custody the goods then are shall be at liberty to destroy or otherwise deal with the goods as in its or his discretion may seem desirable for the purpose of rendering the goods harmless. Where this condition applies the customer shall indemnify TQC against all loss, damage, costs and expenses arising out of or in connection with the fact or matter by reason whereof this paragraph applies.

9. DANGEROUS GOODS

Goods of an inflammable, explosive, dangerous or offensive nature shall not be brought into or dealt with at TQC's premises unless and until a declaration by the owner or depositor in writing shall have been given to the Port Director of their nature, quality and quantity, and the Port Director's consent shall have been first obtained, and then only upon such terms and conditions as may have been arranged, and or may be prescribed in the Bye-Laws of TQC, or by or under statute.

10. EXPLOSIVES

Without prejudice to Condition 9, where TQC undertakes to handle explosives (defined as substances and articles listed under Class 1 of the International Maritime Dangerous Goods Code as published by the International Maritime Organisation) or consents to the handling of explosives on its premises by others, the customer shall, subject to the undernoted limit, bear and pay for any damage or injury which may be caused to any property belonging to TQC and for any expense to which TQC may be put by reason of or in consequence of a fire or explosion involving the explosives. Further, the customer shall, subject to the said limit, indemnify and keep indemnified TQC from and against all actions, claims, demands, costs, losses, charges, damages and expenses which may be brought or made upon TQC or which TQC may pay, bear, incur or sustain in respect of any loss of life, injury or damage which may be caused to third parties by reason or in consequence of or in connection with the handling of the explosives. The customer shall be required to provide a letter of confirmation from their insurance company that the said indemnity is underwritten by a policy of insurance, quoting the policy number and the period of insurance. The limit under the foregoing paragraph shall be £10,000,000 in respect of any one accident or series of accidents arising out of one occurrence. This indemnity shall apply whether or not any accident or occurrence is caused by the negligence or default of TQC or its servants or agents.

11. TQC'S DISCRETION OVER HANDLING METHODS

Subject to specific written instructions given to TQC by the customer and accepted by TQC in writing, TQC reserves to itself complete freedom in respect of the means and procedure to be employed in the receipt, collection, unitisation, stuffing, stripping, storage, packing, carrying, handling, tallying, loading, discharging or delivery of goods. If in TQC's opinion the interests of the customer so require, TQC may deviate from the customer's instructions (whether or not accepted by TQC) in any respect and any expenses reasonably incurred thereby shall be for the customer's account.

12. ARRIVAL OF VESSELS AND VEHICLES

TQC will not be bound to admit vehicles to its premises or to allow vessels to berth thereat except by prior arrangement with the customer.

13. SEQUENCE OF HANDLING VESSELS AND VEHICLES

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

TQC shall not be liable to pay or refund demurrage or any other compensation for the loss of use of vessels or vehicles or for their not being ready in time, nor to make good any other loss or damage suffered as a result of delay or interruption in the handling of vessels or vehicles or in receiving goods into or delivering them out of TQC's premises.

The customer shall ensure that the vessels and vehicles arrive and are handled and depart in conformity with the requirements and regulations of TQC, its Dock and Harbour Masters and other officials as well as the lawful requirements of HM Revenue and Customs, the Police, the Health and Safety Executive, the Public Health Authority or any similar body.

14. HOURS OF WORK

Normal weekday hours of work are 06:00 to 18:00 (SSHEX) however the Port is operational 24 hours a day and extended hours of work can be accommodated by prior arrangement with TQC.

15. PAYMENT OF CHARGES

The rates of TQC's charges shall be those published in the Port Office as those prevailing at the time that the facilities or services of TQC are actually utilised by the customer and TQC may from time to time revise these rates by publishing any such revision in the Port Office.

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

Ships Dues - payable on demand before sailing or on receipt of invoice

(whichever is the earlier)

Goods and Passenger Dues - payable on demand unless special credit facilities and other trade accounts have been agreed in which event payment within 28 days of invoice date.

Upon application by customers to TQC and the signing by them of the prescribed request, TQC, in its discretion, may allow them a credit account subject to any special conditions which may from time to time be applicable. Invoices charged to approved credit accounts shall be paid without deduction within 28 days of the invoice date, excepting that ships dues are payable in advance or on demand, and charges for services shall be payable on the agreed dates or on demand. Payment thereof shall not in any case be delayed pending the settlement of any questions as to the accuracy of any particular item or items of the account or the allowance of any counter claim or set-off by the customer.

TQC reserves the right to apply a statutory interest rate on late payments of 8% above the Bank of England base rate on all accounts overdue, where applicable, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, and such interest shall accrue on a daily basis until payment is received.

TQC may, subject to any statutory requirements to the contrary, at any time demand payment by standing order or prepayment of the whole or part of its charges. No undertaking by TQC to collect from a consignee or any other person any sum payable to the customer and no demand by TQC on such person, shall constitute a waiver or release by TQC of any rights against the customer.

No vessel will normally be permitted to leave the docks until all dues and charges have been paid and agreement has been obtained from the Port Director, or his accredited representative.

TQC may refuse to deliver or release goods until all charges incurred in relation thereto have been paid but pending such delivery or release any charges accruing on a daily basis or other periodic basis shall continue to accrue.

16. GENERAL LIEN WITH POWER OF SALE

TQC may exercise, upon all goods and plant in its possession a lien, not only for an charges and expenses due thereon, but also for all moneys owing by the owners to TQC on any account, and in the event of any such charges, expenses and moneys not being paid within 10 days of the notice of the exercise of any such lien, TQC may sell the goods and apply the proceeds towards the satisfaction of all such charges, expenses and moneys on whatsoever account owing and also all charges and expenses arising during the exercise of any such lien. If the customer has sold or shall sell the goods

the subject of the lien TQC may, at their option, accept the proceeds of such sale or some interest or charge in or over such proceeds in substitution of their lien as a condition for releasing the goods. Notwithstanding the terms of Condition 23 all goods stored in TQC warehouses will be subject to UKWA conditions.

17. DISPOSAL OF PERISHABLE GOOD

Where TQC is in possession of perishable goods of any nature which are not taken up immediately upon arrival or which are liable for any reason to perish before shipment or delivery which, in the opinion of TQC, are insufficiently addressed or marked or are otherwise so unidentifiable that TQC cannot determine on what vessel they should be shipped or to whom they should be made available for collection, TQC may sell or otherwise dispose of such cargo without any notice to the customer, sender, owner or consignee of the goods. All charges and expenses arising in connection with the sale or disposal of the goods shall be payable by the customer, and, in event of a sale, payment or tender of the net proceeds of sale, after deduction of the aforesaid charges and expenses and all other sums due to TQC under these conditions, shall discharge all liability of TQC to any person, firm or corporation in respect of the goods.

18. DISPOSAL OF UNDELIVERABLE GOODS

TQC shall be entitled to sell or otherwise dispose of all non-perishable goods which, in the opinion of TQC, are insufficiently or incorrectly addressed or marked or are otherwise so unidentifiable that TQC cannot determine on what vessel they should be shipped or to whom they should be made available for collection or which are not collected or accepted by the consignee, upon giving 21 days notice in writing to the customer (if known) or the publication of such notice in the Port Office. All charges and expenses arising in connection with the storage, sale or disposal of the goods shall be payable by the customer, and, in the event of a sale, payment or tender of the net proceeds of the sale, after deduction of the aforesaid charges and expenses, and all other sums due to TQC under these conditions, shall discharge all liability of TQC to any person, firm or corporation in respect of the goods.

19. DISPOSAL OF EMPTY CASES, PACKAGING, ETC.

After shipment or other removal of goods from TQC's premises, any package, case, pallet, container or other thing which conveys or supports cargo, remaining empty or substantially empty and unused shall be removed by the customer within 28 days of such shipment or other removal of the goods or their becoming empty or substantially empty (as the case may be). If the customer fails to remove these items within that period or such further period as TQC may in writing agree to allow, TQC may for their sole benefit dispose of them (whether by sale, gift, destruction or otherwise) and shall not be liable, answerable or accountable to the customer or any person interested in such items for so doing or for the proceeds of any such disposal.

20. LIABILITY - PROOF OF NEGLIGENCE

TQC shall be liable for loss or misdelivery of or damage to goods or plant or any deficiency therein if, but only if, it be proved by the customer (otherwise than by evidence only of such loss, misdelivery, damage or deficiency of or to the goods or plant when in TQC's possession or power) to have been caused by the negligence of TQC or their directly employed servants.

21. FORCE MAJEURE

- a) TQC shall not be liable for any breach of obligation to the extent that performance thereof is delayed, hindered or prevented by force majeure.
- b) Force Majeure means any circumstances or conditions beyond TQC's control or which it is not reasonably practicable for TQC to control or alleviate.
- c) Without prejudice to the generality of sub-condition (b) above and without being thereby limited, force majeure includes any one or more of the following:-
 - i) Act of God, storm, tempest or flood.
 - ii) Fire (including steps taken for the extinguishment thereof), explosion, smoke, ionising radiation, radioactive contamination.
 - iii) Impact by aircraft or objects dropped or falling from them.
 - iv) Strikes, combinations, lockouts, go-slows or other industrial action by any person or anything done in the furtherance of a trade dispute.
 - v) Scarcity of labour, plant, machinery, fuel or power.
 - vi) War, revolution, riot, civil commotion, or act of terrorism.
 - vii) Restrictions imposed directly or indirectly by HM Government or any person, corporation or body acting under statutory powers.
 - viii) Theft or wilful damage unless proved by the customer to have been committed by the servants of TQC.
 - ix) Inherent vice of the goods.
 - x) Vermin, insects, fungal attack, rot or corrosion.
 - xi) Heat or cold including heat within the goods themselves and unintended exposure to natural or artificial light.
 - xii) Improper or insufficient packing, marking, documentation or

labelling.

- xiii) Any act of TQC its servants or agents which, though deliberate, are reasonably necessary for the safety or preservation of persons, the premises and/or any goods thereat.
- xiv) Late receipt of Customs entries or delivery or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of any person, delay in passing Customs entries or obtaining clearance of any goods or omission of information from or a mis-statement in any order to TQC relating to the goods.

22. LIMITATION OF LIABILITY - CONSEQUENTIAL LOSS

TQC shall be under no liability whatsoever (whether for negligence or otherwise) for goods, plant or vessels being delayed or for loss of any market thereof or for any other consequential loss.

23. LIABILITY - MONETARY LIMIT

The liability under Condition 20 hereof shall be limited to the cost of the goods or plant lost, misdelivered or damaged or the market value thereof or the cost of replacing or repairing the same or £1,300 per tonne of the gross weight of the goods or plant concerned, whichever shall be the least, except that in the case of loss or damage to goods or plant whilst within TQC warehouse, the limit of liability contained in the UKWA Conditions shall apply.

24. LIABILITY - TIME BAR FOR CLAIMS

It is a condition precedent to the liability of TQC under Condition 20 hereof that TQC be notified in writing, in the case of damage, deficiency or partial loss, before the goods are removed from TQC's premises and in the case of total loss or misdelivery, within 30 days in the case of import goods or 60 days in the case of export goods of the delivery of the goods by TQC or their removal from TQC's premises, with particulars of the nature and amount of any claim to be made. Any claim not made in accordance with the terms of this Condition shall be deemed to be waived, extinguished or absolutely barred.

25. LIABILITY LIMITS AVAILABLE TO THIRD PARTIES

By delivering the goods to TQC, the customer shall be deemed to confer severally upon the employees and agents of TQC, and upon its or their independent contractors, the benefit of all warranties, representations, limitations and exclusions of or exemptions from liability, indemnities, defences, amenities and rights herein provided for the benefit of TQC, upon any such person as aforesaid providing any services whether or not of a stevedoring nature in relation to the goods. This Condition also constitutes a separate contract made by TQC on its own behalf and as agent for all

persons who are its servants or agents from time to time whether or not as stevedore providing services as aforesaid in relation to the goods.

26. BYE-LAWS

The rights and powers of TQC under these Terms and Conditions are in addition to and not in substitution of the rights and powers of TQC conferred by their current Bye-Laws.

27. ENGLISH LAW AND JURISDICTION

Any legal relationship between TQC and the customer shall be governed by and interpreted in accordance with English law and the customer submits to the jurisdiction of the High Court of Justice in England but TQC may enforce any contract between TQC and the customer in any court of competent jurisdiction.

28. GIVING OF NOTICES

Any notice required to be given hereunder shall unless otherwise specified be sufficiently given if sent by registered or recorded delivery post or left at the principal or registered office for the time being of the party to be served. Any such notice shall be deemed to be served at the time the same is handed to or left at the address of the party to be served and if served by post on the third day (not being a Sunday or public holiday) following the day of posting.

29. HEADINGS

The headings set out in these Conditions are provided for convenience and they shall not limit, control or affect the meaning of the provisions to which they refer.