



# **Terms & Conditions + Tariffs 2019**

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## Document Change Management

Revisions to this document and key updates will be included and tracked within this section.

<b>Version</b>	<b>Date of Release</b>	<b>Change Comments</b>
1.0	January 2017	N/A
2.0	June 2017	Anchorage charges and tug charges for transit within Port limits amended
3.0	January 2018	All charges indexed for 2018
4.0	February 2018	Payment terms amended – section 9.3
5.0	March 2018	Manager email address change – front page and Page 14
6.0	May 2018	Indexation amendment
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<b>8.0</b>	<b>January 2019</b>	<b>Indexation amendment</b>

This document is in two parts.

Part One details the General Trading Terms and Conditions whilst Part Two lists the Tariffs applicable for Services Performed by P&O Maritime Cyprus Limited at the Port of Limassol.

The contents section can be used a quick method of navigating the document including document links.

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# **PART 1**

**P&O MARITIME CYPRUS  
LIMITED**

**GENERAL TRADING TERMS AND  
CONDITIONS**

**FOR THE P&O MARITIME CYPRUS LIMITED MARINE SERVICES  
AT THE PORT OF LIMASSOL, CYPRUS**

**1. Definitions and Interpretation**

1.1. In these Terms and Conditions, the following words have the following meanings:

**Affiliate** means in relation to any company:

- (a) a company which is either a Holding Company or a Subsidiary of such company; or
- (b) a company which is a Subsidiary of a Holding Company of which such company is also a Subsidiary;

**Applicable Laws** means all applicable international, European and national laws, SOLAS Convention, regulations, regulatory requirements, codes of practice, practice directions of the International Maritime Organisation or the Director of the Department of Labour Inspection, sanctions and bylaws;

**Charges** includes:

- (a) all charges set out in the Supplier's published tariff;
- (b) costs incurred as a result in a change in Applicable Laws; and
- (c) any other charges imposed by the Supplier from time to time in respect of any Services and includes ship dues within the meaning of the Cyprus Port Authority Law 38/1973 (as amended);

**Harbour Management System** means the computer system used by the Supplier, and any electronic data system that may succeed it. For the purpose of these Terms and Conditions, Harbour Management System also includes any additional electronic systems or interactive services provided by or on behalf of the Supplier for use by the Customer;

**Marine Services** means means those services set out at Schedule 1 (Marine Services);

**Customer** includes any person who:

- (a) visits the Port Premises;
- (b) is the Owner, Agent of, or Master on a Ship which enters the Port Limits or Port Premises;
- (c) by itself, its employees, contractors or agents avails itself of any facility or Services provided by the Supplier;
- (d) by itself, its employees, contractors or agents seeks to avail itself of any facility or Services provided by the Supplier;

**Concession** means the concession agreement entered into between P&O Maritime Cyprus Limited and the Government of the Republic of Cyprus on 25 April 2016;

**CPA** means Cyprus Port Authority;

**CPA Port Manager** means the port manager at the Port Premises, having powers of a port manager under Cyprus Port Authority Law 38/1973 (as amended);

**Customs & Excise** means the Republic of Cyprus Department of Customs and Excise;

**Cyprus** means the Republic of Cyprus;

**P&OMCL** means P&O Maritime Cyprus Ltd

**Equipment** means any plant, machinery, container package, case, pallet, vehicle (private or commercial), trailer, truck of any description;

**Goods** means cargo of whatever nature;

**Holding Company** has the meaning given to it in section 148 of the Cyprus Companies Law, Cap 113;

**IMO means** the International Maritime Organization – is the United Nations specialized agency with responsibility for the safety and security of shipping and the prevention of marine pollution by ships.

**IMDG Code** means International Maritime Dangerous Goods Code as published by the IMO

**ISPS Code** means the International Ship and Port Facility Security Code forming part of the SOLAS Convention;

**Manager** means any manager duly appointed from time to time by the Supplier to be in charge of a department, division or operation at or on the Port Premises and/or any CPA Port Manager appointed by P&OMCL and includes his or her deputies and assistants;

**Owner** means: when used with reference to any Ship includes the registered owner, agent, charterer (time, voyage or demise), line operator, manager, master or other person in charge of the Ship;

**Port Premises** means the port premises as defined in the Concession;

**Port Limits** means the port limits as shown on the applicable admiralty chart;

**Services** means any operation, work or services performed or provided by the Supplier in connection with a Ship, Goods or Equipment and in particular with the berthing, unberthing, moving and servicing (including bunkering or watering) or repairing of any Ship;

**Ship** means any vessel, containership, barge, lighter, non-displacement craft, hydrofoil, hovercraft or other vessel of any description or any part thereof;

**Vessel** means the same as Ship;

**SOLAS Convention** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

**SOLAS Guidelines** means the Guidelines regarding the verified gross mass of container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organisation;

**Subsidiary** has the meaning given to it in section 148 of the Cyprus Companies Law, Cap 113

**Supplier** means the relevant entity providing the Services and will be either P&OMCL or an Affiliate of P&OMCL;

**UKST** means United Kingdom Standard Conditions for Towage and other Services (as revised)

- 1.1. Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.2. Clause headings and sub-headings are for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions.
- 1.3. Appendices are part of these Terms and Conditions and are incorporated as an integral part which may be amended by the Supplier from time to time.
- 1.4. References to each party herein include references to its successors in title and permitted assignees and novates.

- 1.5. Any phrase introduced by the terms "including", "include", "in particular", or any similar expression are to be construed as illustrative and do not limit the sense of the words proceeding those terms.
- 1.6. Any reference to "person" includes any natural person, company, body corporate or unincorporate, or other judicial person, partnership, firm, joint venture or trust.
- 1.7. References to any statute or statutory provision are to be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced except to the extent that any amendment, consolidation, modification, extension, re-enactment or replacement after the date the parties entered into a relationship would extend or increase the Supplier's liability. In the event that any liability or duty arising hereunder attaches to more than one Customer, such liability or duty is joint and several.

## **2. Application of Conditions**

- 2.1. Save as otherwise specifically provided, these Terms and Conditions apply:
  - (a) to all Services performed by the Supplier whether directly or indirectly and whether within the area of the Port Premises, Port Limits or elsewhere; and
  - (b) to all other relationships, whether contractual or otherwise and whether created with or without the agreement of the Supplier.
- 2.2. Each Customer warrants that it acts as agent for each and every (other) Owner of the Goods, Equipment or Ship as the case may be and will procure acceptance of these Terms and Conditions by each and every Owner. In the absence of express acceptance by the Customer of these Terms and Conditions, acceptance is implied in the event of the entry or delivery of any Ship, person, Goods, or Equipment into or onto the Port Premises and/or the submission of any documentation via the Community System or otherwise or oral application to the Supplier for entry to the Port Premises or for any Services or the use of any facility by or on behalf of any Customer.
- 2.3. Subject to clauses 2.6 and 2.7, these Terms and Conditions constitute the entire agreement between the Supplier and the Customer and supersede any previous agreement or arrangement between them relating to the subject matter hereof and it is expressly declared that no variation to these Terms and Conditions is effective unless made in writing and signed by the duly authorised representatives of both parties.
- 2.4. No printed terms or conditions of any purchase order or other correspondence or documents issued by the Customer at any time in connection with the Services apply.
- 2.5. These Terms and Conditions are in addition to and not in substitution of the rights and powers of P&OMCL conferred by the Concession.
- 2.6. Where the Customer is issued with any security pass in connection with its access to the Port Premises, the Customer must comply with any additional terms and conditions governing the use of such security pass.
- 2.7. The Supplier may issue separate terms and conditions governing the provision of specialist services. Unless specified otherwise in writing, such additional terms and conditions apply in respect of the specialist services but these Terms and Conditions also continue to apply to the extent they are applicable.
- 2.8. For the avoidance of doubt, where the Customer is acting or purports to act as an agent for a principal then it contracts with the Supplier on these Terms and Conditions.

## **3. Provision of Services**

- 3.1. The Supplier warrants that the Services will be carried out with reasonable skill and care.
- 3.2. The Supplier will exercise reasonable dispatch in executing orders for its Services but will not be liable for any delay whatsoever or howsoever caused.

- 3.3. The Supplier reserves the right to:
- (a) appoint sub-contractors to perform all or any part of the Services;
  - (b) transfer any of its functions in accordance with the provisions of the Concession;
  - (c) at any time before it commences the performance of any Services, serve written notice on the Customer declining to undertake the performance of such Services and giving reasons for so declining;
  - (d) suspend the provision of any Services in the event of any breach of these Terms and Conditions by the Customer;
- 3.4. Subject to clause 11, in the event the Supplier declines to perform the Services or suspends performance of the Services, the Supplier will not have any liability for any loss or damage to Ships, Goods or Equipment, arising out of the non-performance or cessation of performance of the Services whatsoever or howsoever arising.
- 3.5. The Customer acknowledges and agrees that the Supplier has absolute discretion pursuant to the terms of the Concession, in the allocation of berths.

#### **4. Customer's Warranties**

- 4.1. Each Customer which avails itself of any Services provided by the Supplier in respect of any Ship, Goods, or Equipment warrants to the Supplier that it has the authority of all Owners having any title to or interest in the Ship Goods or Equipment to accept these Terms and Conditions on their behalf as well as on its own behalf as principal and has specifically notified these Terms and Conditions to such persons.
- 4.2. All such Owners, including finance companies, lessors and others having or claiming to have title to or an interest in Ship, Goods or Equipment or Ship are advised that unless the Supplier is notified in writing of their title or interest in any particular Goods, Equipment or Ship prior to the commencement of any relationship between the Supplier and the Customer, these Terms and Conditions are deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Ship, Goods or Equipment are subordinated to the rights of the Supplier hereunder.
- 4.3. The Customer warrants that it will procure that the rights, exceptions, defences and limits available to the Customer as regards third parties, either by statute or by contractual terms, are extended to the Supplier in so far as lawfully possible in relation to those third parties. For the purpose of this Clause 4.3, this shall, where applicable, include such rights, exceptions, defences and limits available to the Customer as regards any Passengers.
- 4.4. The Customer warrants that its employees (and those of any agents or contractors it may engage) are properly trained and competent (which for this purpose, includes the ability competently to read and speak English so as to be able to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to the Supplier or the inputting of any information into any electronic service or system operated or managed by or on behalf of the Supplier whether such instruction or input of information is given in writing, orally, electronically or by any other means. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.
- 4.5. The Customer warrants that it has obtained or will obtain and maintain at its own expense, all necessary licences and authorisations and has complied or will comply with all Applicable Laws relating to the movement of Ships, Goods and or Equipment.
- 4.6. The Customer warrants (unless otherwise specified in writing to the Manager) that any Ship, Goods or Equipment which it delivers, directs to or causes to be within Port Limits or upon the Port Premises:
- (a) are not dangerous or hazardous to health, property or the environment or poisonous, flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while within Port Limits or on the Port Premises;
  - (b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;



- (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while within Port Limits or on the Port Premises;
  - (d) are not over-heated or under-heated or liable to become so while within Port Limits or on the Port Premises;
  - (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Ship, Goods, or Equipment within Port Limits or the Port Premises or the environment adjacent thereto or more generally;
  - (f) do not require for their safekeeping any special protection (other than as may be agreed in writing between the Supplier and the Customer);
  - (g) contain no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
  - (i) are fit for their intended purpose and are in a fit and proper condition to be handled or otherwise dealt with by the Supplier, its employees, agents and contractors.
- 4.7. The Customer warrants that it will immediately inform and keep informed the Manager of any occurrence or incident which might affect the safe and efficient operation of Ship(s) within the Port Limit or on the Port Premises or other persons or result in adverse environmental impact.
- 4.8. The Customer must take, at its own cost, such reasonable steps with respect to that Customer, or that Customer's Ship, Goods or Equipment to prevent, minimise, control or eliminate any danger, inconvenience or adverse environmental impact as may be required by the Supplier.
- 4.9. In respect of any Ship of which the Customer is the Owner, the Customer warrants and undertakes to ensure that the Ship is operated in compliance with all Applicable Laws and international standards in relation to safety, stability, seaworthiness, fitness for purpose and security, including any regulations introduced pursuant to the ISPS Code.

## **5. Hazardous Goods and Waste**

- 5.1. No waste material or Goods of a dangerous, hazardous or poisonous nature will be directly handled by the Supplier except by prior agreement with the CPA Port Manager and then only in accordance with the conditions prescribed by the CPA Port Manager and all Applicable Laws.
- 5.2. The Customer warrants that any waste material or Goods of a dangerous, hazardous or poisonous nature or any Equipment containing such material or Goods are properly marked with any warning as to the hazardous nature of any contents and the precautions to be taken in handling the same (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the same.

## **6. Charges**

- 6.1. The Supplier shall charge the Charges for the Services in accordance with the provisions of Part 2 of these Terms and Conditions.
- 6.2. In addition to these provisions, the Supplier shall be entitled to charge the Customer additional fees for accidents or spills caused by the Customers, general non-performance or for breach of these Terms and Conditions or any Applicable Laws or for not acting with reasonable skill and prudence which may result to delays, costs or any additional work to be performed by the Supplier.

## **7. Supplier Liability**

### **Negligence or willful act or omission only**

- 7.1. The Supplier is exempt from all liability whatsoever for deficiency, loss, damage, taint, delay, accuracy, failure or mis-delivery of or to the Ship, Goods or Equipment including damage or delay to the Ship, Goods or Equipment.

### **Force majeure etc.**

- 7.2. Subject to clause 7.1, the Supplier has no liability whatsoever (whether for negligence or otherwise) for deficiency, loss, damage, taint, or mis-delivery or delay, accuracy or failure to a Ship, Goods or Equipment or any deficiency therein if the same arises out of or is caused by any of the following:
- (a) force majeure including, storm, tempest, lightning, snow, ice, drought or flood;
  - (b) fire (including steps taken for the extinguishment thereof), explosion or smoke;
  - (c) strikes, combinations, lock-outs, go-slows, blockades, or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute;
  - (d) any inherent defect, flaw or quality of the Ship, Goods or Equipment;
  - (e) any act of the Supplier, its employees, agents or contractors reasonably necessary for the safety or preservation of persons, the Port Limits, the Port Premises, a Ship and/or any Goods and Equipment;
  - (f) theft or willful damage unless proved by the Customer to have been committed by the Supplier;
  - (g) vermin, insects, fungal attack, rot or corrosion;
  - (h) heat or cold;
  - (i) any act directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;
  - (j) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any de jure or de facto government;
  - (k) civil disobedience at or in the vicinity of the Port Limits or the Port Premises;
  - (l) shortage of berthing space, labour, plant deficiency, fuel or power or any form of storage accommodation;
  - (m) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;
  - (n) late receipt of Customs & Excise entries or deliveries 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 & Excise entries or obtaining clearance of the Goods, or omission of information from or an incorrect statement in any order to the Supplier relating to the Goods or Equipment;
  - (o) the total or partial failure of the Harbour Management System or any other electronic services or systems offered at any time by or on behalf of the Supplier including the total or partial failure of any communication links with those services or systems;
  - (p) human error on the part of the Supplier, its employees, agents or contractors in inputting any information into any electronic service or system operated or managed by the Supplier or its contractors;
  - (q) compliance with the instructions or order of Customs & Excise or any other regulatory or statutory body or court of law, in any jurisdiction;
  - (r) any failure by a Customer or third party to comply with the requirements of the SOLAS Convention and relevant IMO conventions;
  - (s) any other cause or event which the Supplier is unable to avoid and the consequences of which the Supplier is unable to prevent by the exercise of reasonable care.

**Financial and consequential losses etc.**

- 7.3. The Supplier is under no liability whatsoever (whether for negligence or otherwise) for any loss of income, loss of profits or loss of contracts, hire costs, survey costs, legal expenses, de-vanning or re-vanning costs, packing costs or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of statutory duty, contract or otherwise.

### **Death and personal injury**

- 7.4. Nothing in these Terms and Conditions excludes or in any way limits the Supplier's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

### **Liability Regime**

- 7.5 All Services provided by the Supplier are governed by UKST.

### **De minimis**

- 7.6. The Customer may not bring any claim in respect of any single incident below the de minimis limit of €5000.
- 7.7. The Supplier has the right, in any circumstance, to elect to rely on (in the alternative any relevant statutory provision providing for limitation and/or exclusion of liability including, but not restricted to, the provisions of the Merchant Shipping (Registration of Ships, Sales and Mortgages) Law 45/1963.
- 7.8. It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing to the Manager by email to: [managency.pomaritime.com](mailto:managency.pomaritime.com)
- (a) of any damage alleged to have been caused to a Ship and to permit inspection thereof prior to sailing from Port Premise or leaving the Port Limit;
- 7.9. These Terms and Conditions and in particular the liability regime are intended to inure for the benefit of both the Supplier and its employees, agents and contractors to which end the Supplier contracts on these Terms and Conditions on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors. The Customer agrees that the exclusions and limitations on the Supplier's liability regime benefits the Supplier's contractors, employees and agents and anyone else who may be vicariously liable for act or omissions of such a person.
- 7.10. The Customer is under a duty to mitigate its losses, including for example, to obtain salvage.

## **8. Customer Indemnity**

- 8.1. The Customer is liable for and will indemnify and hold harmless the Supplier against any and all fines, claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred, whether or directly or indirectly, by the Supplier, its employees, servant, agents or sub-contractors and howsoever caused, even if contributed to by the negligence of the Supplier, its employees, servant, agents or sub-contractors, which arise out of or in connection with:
- (a) accidents, spills or delays caused by the Customers, the failure of the Customer or any Owner to comply with any of these Terms and Conditions or the requirements of any Applicable Laws or the taking of any step which the Supplier considers to have been reasonably required to remedy the same or to comply with the requirements of any authority in any jurisdiction;
- (b) any act wherever carried out, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Customer, any Owner or any other person interested in the Ship, Goods, or Equipment;
- (c) damages resulting from the Customer's use of the berths or any of the Port Premises.

8.2. Any sums payable hereunder are chargeable to and payable by the Customer in addition to and subject to the same provisions as the Charges.

## **9. Payment**

9.1 Customer must provide an unconditional and irrevocable bank guarantee to and in favor of the Supplier with a validity of minimum one year from 29 January 2018 or later, from a "First Class" local bank in Cyprus, and the value of the BG will be decided on the monthly average turnover of the customer.

9.2 Unless otherwise agreed in writing all charges invoiced must be paid within 14 days of the invoice date.

9.3 In all cases where a bank guarantee is not provided by the Customer in favour of P&O Maritime Cyprus Limited, full payment for Services proposed, must be settled immediately on receipt of invoice(s).

9.4 The Customer must pay or must procure that any other person liable for the Supplier's Charges (including, where applicable, agents) pays to the Supplier by bank transfer to an account specified by the Supplier, or as otherwise agreed in writing, all sums immediately when due without deduction, withholding, abatement, set-off, or any counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law, or due to overpayment by the Customer or an undisputed credit owed by the Supplier to the Customer.

9.5 Notwithstanding any agreement by the Supplier to collect charges from any person other than the Customer, the Customer remains liable to the Supplier for payment of all charges when due.

9.6 All payments hereunder must be in Euros and must be paid by way of a bank transfer to Suppliers bank account with the Bank of Cyprus, as per details below:

Account No.	3570-2288-5737 (0189)
IBAN	CY86002001950000357022885737
Swift	BCYPY2N
VAT Reg. No.	CY-10353627L

9.7 Interest is payable upon all sums payable by the Customer which remain unpaid after the due date at a rate of 4.5 percent per month.

9.8 In the event that any payment is not made within the periods set out in clause 2.2, or such other period as has been agreed in writing, then the Supplier is entitled to immediately recover from the Customer or other person liable for the Supplier's Charges all sums then due to or levied by the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such non-payment. In addition the Supplier reserves the right to suspend or withdraw Services.

9.9 All sums payable under these Terms and Conditions are exclusive of value added tax and any other duty or tax, which is (if and to the extent applicable) payable by the Customer at the rate and in the manner from time to time prescribed by law.

9.10 If the Customer ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms and Conditions), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or, where the Customer is an individual, the Customer becomes bankrupt or makes any composition or arrangement with its creditors, or anything analogous happens in any jurisdiction, then:

- 9.11 the Supplier is entitled to immediately encash the bank guarantee and recover the balance, if any from the Customer or any other person liable for the Supplier's Charges (notwithstanding that the periods stated above or any period of credit extended to the Customer may not have expired) all sums then due to the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms & Conditions.
- 9.12 the Supplier may, without prejudice to any other remedy or right available to it, delay, withhold or refuse to provide any Services.
- 9.13 Notwithstanding clause 9.9, if the Supplier reasonably considers that Charges levied or to be levied will not be paid within the periods stated in clause 9.2, the Supplier is entitled forthwith upon giving the Customer notice in writing, to withdraw any period of credit extended to the Customer or other person liable for the Supplier's Charges and to require payment of all such charges forthwith upon receipt of the said notice or subsequent invoice.
- 9.14 Any bona fide query to be raised by the Customer on any invoice issued by the Supplier must be made in writing within 10 days of the date of the invoice or the Customer will be deemed to have accepted the invoice.

## **10. Implementation**

The tariff mechanism (including the Ceiling Tariffs in respect of Regulated Tariffs) shall be effective from 29 January 2017

## **11. Data Protection and Number Plate Recognition**

- 11.1. For the purposes of security, safety and crime prevention, CCTV cameras and ANPR (automatic number plate recognition) cameras are used throughout the Port Premises and the information and images they produce are monitored and recorded.
- 11.2. By entering into the Port Premises, all persons consent to the recording, storage and use of images and data relating to them and their vehicles for the purpose of security, safety and crime prevention. Data and images may also be passed to the police, Customs & Excise and similar third parties in connection with such purposes. Data and images will not be sold to any third parties.
- 11.3. The Customer undertakes to notify all Owners of the terms set out in this Clause 11.

## **12. Governing Law, Complaints and Jurisdiction**

- 12.1. The construction, validity and performance of these Terms and Conditions and any dispute or claim arising out of or in connection with these Terms and Conditions, their subject matter or formation (including non-contractual disputes or claims) is to be governed by and construed in accordance with the laws of Cyprus, save where specifically mentioned.
- 12.2. The Supplier maintains effective and transparent procedures for the reasonable and prompt handling of complaints or grievances received from all Customers, keeps a record of each complaint or grievance and the measures taken for the respective resolution, as applicable.
- 12.3. The Cyprus courts shall have jurisdiction to adjudicate any unresolved claims or disputes arising out of or related to these Terms and Conditions (including non-contractual disputes or claims), however the Supplier will have the right, as claimant, to initiate proceedings against the Customer either (a) in the jurisdiction of the courts of the country of the principal domicile of the Customer or (b) in the jurisdiction of the courts of the country in which any ship or other asset (including a bank account) of the Customer is, or may, at the instigation of the Supplier be detained or frozen.

## **13. General**

- 13.1. The failure of the Supplier to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and is not to be construed as, a waiver of such term

or right and in no way affects the Supplier's right later to enforce or to exercise it.

- 13.2. If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, such term will, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and Conditions and will in no way affect the legality, validity or enforceability of the remaining terms.
- 13.3. Any Charges agreed with the Supplier are commercially confidential and the Customer may not disclose Charges to any third party without the prior written consent of the Supplier, except where disclosure is required by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Customer gives the Supplier as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Supplier in relation to the content of such disclosure.
- 13.4. The Supplier may update or amend any of these Terms and Conditions from time to time. The Supplier and Customer is bound in respect of any particular visit, delivery or entry to the Port Limits and/ or Port Premises or provision of a Service by the Terms and Conditions published and in force at the time and date on which that visit, delivery, entry or provision of Service is made.

#### **14. Bribery and Corruption**

The Customer represents and warrants that it and its agents, directors, employees, officers and sub-contractors will comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Law, Cap 161 (**Relevant Regulations**) and will not engage in any activity, practice or conduct which would constitute an offence under the Relevant Regulations.

#### **15. Notices**

- 15.1. Subject to any express provisions set out above, where any notice is required to be given or may be given under these Terms and Conditions, such notice must be given:
- a) in respect of the Supplier, in writing to: [POMCyprusManager@pomaritime.com](mailto:POMCyprusManager@pomaritime.com)
  - b) in respect of the Customer to the registered office of the Customer or the branch or agency office of the Customer through which the Customer has dealt with the Supplier in respect of the provision of the Services.

**P&O MARITIME CYPRUS LIMITED**

## **Schedule 1**

### **MARINE SERVICES**

1. The services to be provided by the Supplier within the Marine Services Area associated with those services required to support activities within a commercial port including a container terminal and a multi-purpose terminal which shall include:
  - 1.1 provide passage and escort pilotage and towage for Vessels entering the Port;
  - 1.2 provide pilotage for Vessels entering the Port and where requested;
  - 1.3 provide navigational aids such as buoys, markers, beacons and moorings to enable safe berthing and un-berthing;
  - 1.4 maintain navigational aids such as buoys, markers, beacons and moorings to enable safe berthing and un-berthing;
  - 1.5 provide mooring gangs to support securing Ships alongside safe berths provided by others;
  - 1.6 provide mooring gangs to let go Ships from alongside safe berths provided by others;
  - 1.7 provision of tug boats (other than for towage);
  - 1.8 facilitation of the provision by third parties of bunkers to Vessels in the Port;
  - 1.9 maintaining arrival application process and coordination of berthing sequence within the Port;
  - 1.10 provision and maintenance of the capability to provide International Petroleum Industry Environmental Conservation Association (IPIECA) Tier 1 response capability for the Port;
  - 1.11 facilitation of the provision by third parties of garbage disposal services to Ships and Vessels in the Port;
  - 1.12 facilitation of the provision by third parties of potable water to Ships and Vessels in the Port;
  - 1.13 facilitation of the provision by third parties of disposal services for sewage wastes, sullage, exhaust gas cleaning residues and any other Potentially Hazardous Materials produced by Ships or Vessels entering and leaving the Port;
  - 1.14 facilitation of the provision by third parties of MARPOL reception facilities for Ships and Vessels in the Port;

# **PART 2**

**P&O MARITIME CYPRUS  
LIMITED**

**TARIFF BOOK 2019  
FOR THE P&O MARITIME CYPRUS LIMITED MARINE SERVICES  
AT THE PORT OF LIMASSOL**

**JANUARY 2019**



## 1.1 Consolidated Marine Charges

<p>The marine charges for a movement of a vessel into-out of the port are based on the length overall (LOA) of a vessel for the following services:</p> <p>(a) Pilotage from pilot board to berth and vice versa</p> <p>(b) Operation of tugs for port entry in line with CPA Regulations in respect of towage and the provisions of a single tug during arrival and berthing and/or departure of a vessel</p> <p>(c) Mooring of a vessel alongside or by stern to quays within the Port</p> <p>These rates shall apply to all vessels entering and laying alongside or stern to a berth in the Port.</p>	
<b>Length Overall</b>	<b>Rate in € per movement of a vessel into-out of the port</b>
Not exceeding 80 meters	849
Exceeding 80 meters but not exceeding 100 meters	1,126
Exceeding 100 meters but not exceeding 140 meters	1,930
Exceeding 140 meters but not exceeding 200 meters	2,734
Exceeding 200 meters but not exceeding 250 meters	3,619
Exceeding 250 meters but not exceeding 300 meters	4,423
Exceeding 300 meters	5,629
<p>In accordance with Applicable CPA Regulations, all vessels below 45m LOA (excluding any such vessels carrying dangerous goods) may enter the Port without requiring pilotage and towage. With regards to Consolidated Marine Charges, vessels below 45m LOA shall be entitled to a 25% discount to the Consolidated Marine Charge when not requesting a pilot and a 50% discount, if they do not request both a pilot and a tug.</p>	

## 1.2 Other Related Charges

<b>Description</b>	<b>Rate</b>
Pilotage Dues, if a vessel only requires pilotage service for transit within the pilotage limits, the charges shall apply for Piloting a vessel from designated pilot stations inwards to any anchorage or from an anchorage outwards to a pilot station.	€2 per meter LOA and pro rata for part thereof per movement
Tug Charges when a vessel requires towage for transit within the Port limits.	€16 per meter LOA and pro rata for part thereof per movement
Pilot Detention Charges, if the pilot waits at a Pilot Station for the arrival of a vessel or at a berth or anchorage for the departure of vessel a charge shall be imposed from the time the service is required.	€21 per hour and pro rata for part thereof
Amendment/Cancellation Charges for Pilot, where the services of a pilot is requested and the time of such services is amended or cancelled less than 2 hours before the time of the service an amendment or cancellation charge shall be imposed.	€214 per event
Tug Boat Detention Charges, where the tugboat is detained due to delay in arrival or departure of a vessel, a detention charge shall be imposed from the time the service is required.	€1,072 per tugboat per hour and pro rata for part thereof
Amendment or Cancellation of Towage Services, when support from a tug is requested and the time of such services is subsequently amended or cancelled less than 2 hours before the time it is required, an amendment or cancellation charge shall be imposed.	€1,072 per event

### 1.3 Tug Boat Hire Fees including additional tug provision for port movements

Description	Tug of 3,500 bhp
€ per tug boat for every hour and pro rata for part thereof.	€ 2,144

1.3.1 The following principles shall apply to this Tariff:

- (a) Charge for tug is from the time the tug boat leaves its base until the time it returns to base.
- (b) When a tug is ordered and attends, but it is not further employed, or when a tug is ordered, and attends, but is dismissed before the operation is commenced or completed, charges are still due.
- (c) When a tug is ordered and the order is subsequently amended or cancelled less than 2 hours before the services are to be provided, a minimum charge of € 4,288 shall be made.

### 1.4 Anchorage Charges

Where vessels anchor within the Port limits for purposes other than cargo handling or port entry they shall be charged anchorage dues calculated based on the table below.

Description	Per m of LOA per 30 day calendar month, other durations charged pro-rata (€) (Note that stays over a calendar month may lead to a discount based on anchorage use, availability and port services provided, subject to commercial arrangements)
Vessels of 80m LOA and below	27
Vessels between 80 and 250m LOA	43
Vessels of 250 m LOA and above	64