

CONDITIONS OF BUSINESS

1. In these conditions the following words and phrases shall, except where the context otherwise requires, have the following meanings:
 - "CFPA" means The Cromarty Firth Port Authority.
 - "Customer" means any person, firm or corporation who enters the Premises for whatever reason and/or who delivers or brings vehicles and/or goods into the facility (by whatever means) or who or whose employees or agents seek to avail themselves of any service or facility provided by CFPA.
 - "vehicle" means any vehicle, trailer (whether or not carrying or incorporating any tank or container) machine, cranes, excavation machinery or container.
 - "plant" means any temporary machinery, equipment, portable accommodation or vessel located at the premises specific to the operation of third party contractors.
 - "goods" means any goods or articles of any description including any package, case, container or other things which contains, protects or supports goods or is designed to do so Either shipped through the port or stored on CFPA land.
 - "Premises" means that area of land, with buildings and installations, leased or owned and operated by CFPA.
2. All and any business undertaken by CFPA is transacted subject to the conditions set out herein which shall be incorporated in any legal relationship of any nature between CFPA and its Customers. Any conditions or terms proposed by the Customer are hereby expressly excluded. By entering CFPA premises customers shall be deemed to have accepted these terms of business.
3. All customers' vehicles and goods permitted to enter the Premises and use the services and facilities provided by CFPA at their own risk. CFPA take no responsibility for the contents or conduct of any vehicle operating on the premises. The Customer hereby agrees to accept such space as may from time to time be allocated to his vehicle, plant or goods and such storage as may from time to time be allocated to his goods by the CFPA.
4. The Customer hereby authorises any vehicle, plant or goods to be moved by CFPA staff at the sole risk and responsibility of the Customer. CFPA reserves to itself absolute discretion as to the means and procedure to be followed in the handling, storage and transportation of vehicles, plant or goods notwithstanding any express instructions given by the Customer in relation thereto.
5. Any and each exemption from liability and responsibility contained in these conditions shall ensure also for the benefit of any employee or agent of CFPA and for this purpose CFPA is and shall be deemed to be acting for and on behalf of such employees or agents who shall to this extent be deemed entitled to the benefit of these conditions.
6. The Customers, their employees and agents shall comply in all respects with all CFPA byelaws governing general directions and any regulations for the use of the Premises imposed by CFPA from time to time and with all directions and requirements of CFPA staff and should the Customer fail to so comply, CFPA shall not be responsible for any loss or damage to the Customer or any vehicle, plant or goods howsoever caused.
7. CFPA shall be entitled to refuse to permit any Customer to enter into the Premises and to refuse to accept any vehicle, plant or goods. Where any Customer vehicle, plant or goods has been permitted to enter the Premises, CFPA may nevertheless require them to relocate, leave or be removed at any time at its entire discretion and in such event shall not be liable to pay any compensation in respect thereof but shall refund any charges paid in advance in respect of services not received less the value of any loss or damage caused by such Customer vehicle or goods.
8. The Customer and the owner of any vehicle, plant or goods shall be jointly and severally liable in respect of and shall indemnify CFPA against any loss or damage caused by the Customer or any vehicle, plant or goods or by the compliance by CFPA with any instructions given by the Customer in respect of such vehicle, plant or goods and in respect of any liability of CFPA to third parties in respect of such loss or damage.
9. The Customer shall be deemed to be bound by and to warrant the accuracy of all description's values and other particulars relating to goods, plant and vehicles furnished to CFPA for Customs and any other purposes. CFPA shall not be responsible for checking the accuracy of any documentation handled by it. The Customer shall indemnify CFPA against all loss damages expenses claims and fines arising from any inaccuracy or omission in such particulars or from any such declaration made by CFPA.
10. The Customer shall be liable for all duties, taxes imposts, levies, deposits and other outlays levied by the authorities in connection with any vehicle, plant or goods and for any payments, fines, expenses, loss and damage suffered or incurred by CFPA in connection therewith.
11. CFPA shall not be liable for any loss or damage to goods, plant or vehicles unless it is proved that such loss or damage was caused while the goods, plant or vehicle were in the actual custody of CFPA and under its actual control and that such loss or damage was caused by the wilful neglect of CFPA or its employees.
12. In no case shall any liability of CFPA however arising exceed the value of the vehicle, plant or goods concerned or the costs of replacing or repairing the same or £200 per tonne of the gross weight of the goods, plant or vehicle concerned, whichever shall be the least.
13. CFPA shall have no liability for any loss or damage unless it shall have received notice in writing of any claim whatsoever giving full particulars of the loss or damage suffered and the amount of such claim within 30 days (in the case of import or export goods, plant and vehicles) of the incident.
14. The Customer is deemed to be fully insured at all times against all risks (including, without prejudice to the generality of the foregoing, fire, damage and theft, whether due to the negligence of others or not) and save as specifically provided herein CFPA shall not be responsible or liable for any theft, loss, delay or misdelivery of or damage of whatever kind to any goods, plant or vehicle or any articles or accessory carried therein or thereon occurring when the vehicle, plant or other goods are in the Premises whatsoever or howsoever caused and whether arising or resulting directly or indirectly from neglect or default on the part of CFPA its servants or agents.
15. CFPA shall not be liable for the personal injury or death of any Customer save where caused by the negligence or default of CFPA its servants or agents.
16. The Customer, his employees or agents are prohibited from carrying out repairs to or servicing or washing vehicles or plant while on the Premises save as previously agreed by CFPA.
17. Except where otherwise agreed in writing by CFPA, if any goods shall not be removed from the Premises within two working days from arrival or in the case of perishable goods immediately after arrival, CFPA may after the expiry of the said two working days or in the case of perishable goods, immediately take possession of such goods and dispose of them by sale, by auction or private treaty as it shall in its entire discretion determine. CFPA shall be entitled to deduct its charges and reasonable expenses from the sale proceeds thereof and shall account for the balance (if any) to the Customer. Nothing in these conditions shall operate to prevent CFPA within the said period of five working days from making such other arrangements for the parking of any vehicle, plant or the storage of any goods at the Customer's cost as CFPA may in its absolute discretion decide.
18. The Customer shall not bring any dangerous noxious hazardous or inflammable goods or goods likely to cause damage on the Premises without having obtained the prior written consent of CFPA and if CFPA shall discover any goods which it shall in its entire discretion consider to be in any way dangerous it shall be entitled to destroy or sell or dispose of the same in such a way as it shall think fit. The costs of such destruction, sale or disposal shall be for the account of the Customer and shall be deducted (together with any charges for parking or storage and the amount of any loss or damage caused by such goods) from the proceeds of any sale for the balance of which CFPA shall account to the Customer. The Customer shall be liable for all loss or damage caused by such goods howsoever arising and shall indemnify CFPA against all penalties, claims, costs, loss, damage and expenses suffered or incurred in connection therewith. If such goods are accepted under arrangements previously made in writing, CFPA shall be entitled nevertheless to destroy or dispose thereof if they shall in the opinion of CFPA become dangerous to any person or other goods or property and CFPA shall have no liability to the Customer in respect thereof.
19. No employee of CFPA has authority to amend or vary any of these conditions or to enter into any collateral contract or other arrangement to which these conditions do not apply or to make any representation or waiver inconsistent with these conditions and any purported such shall be of no effect other than the Port Manager.
20. The tariff of charges and terms of payment for services and facilities made available by CFPA will be set out in CFPA's printed tariff and CFPA reserves the right to amend such charges and terms of payment without notice. Any additional costs and expenses incurred by CFPA as a result of the failure by the Customer to comply with its obligations hereunder or to enable CFPA to comply with any statutory obligation or any rule or order or with the lawful requirements of HM Customs and Excise, the Police, the Health and Safety Executive, the Public Health Authority or any similar body its officers or agents shall be charged to and payable by the Customer. Interest at the rate of 4 per cent per annum over Royal Bank of Scotland lending rate from time to time in force shall be payable in respect of any charges which shall remain due and owing for thirty days or more.
21. CFPA shall have a general lien over any vehicle, plant or goods and all documents relating thereto in respect of its charges and in respect of any other indebtedness to CFPA of the Customer or the owner of such vehicle, plant or goods or any other person having any interest therein whether in relation to such vehicle, plant or goods or otherwise and CFPA shall be entitled to refuse to deliver up the vehicle, plant or such goods until all such sums have been paid. Storage and other charges accruing on a daily or other periodic basis shall continue to accrue during such period. If any such charges remain unpaid for a period of thirty days CFPA shall be entitled to take possession of any such vehicle, plant or goods and to sell them pursuant to the Provisions of Condition 17 above.
22. The customer hereby warrants and confirms to CFPA that he is the owner of any vehicle, plant and goods brought by him into the Premises or in respect of which he enters into any legal relationship with CFPA or that he is duly authorised by the owner thereof and all other persons having any interest therein to accept that he does so accept these conditions on behalf of the owner and such other persons as well as for himself.
23. All legal relationships and agreements between CFPA and its Customers shall be governed by Scottish law and the Customer hereby submits to the jurisdiction of the Scottish courts in connection therewith.
24. The customer shall be held responsible for indemnifying CFPA for all damage, loss of income and any other costs CFPA may incur as a direct result of any damage the customers operation may cause to CFPA's property.
25. The customer will be responsible for ensuring all their staff and contractors whilst on the premises comply with the requirements of the ISPS Code. The level of security may change at the discretion of CFPA from time to time. CFPA reserves the right to exclude any person/vehicle or customer who is found to have breached security regulations in any way.
26. Only vehicles that are roadworthy and comply with the requirement of the Road Traffic Act will be permitted to operate on the premises.