

# MARYPORT HARBOUR AUTHORITY

## Terms and Conditions

### 1. Interpretation

In these terms:

“Organisation” means Maryport Harbour Authority

“Customer” means the user of the port services

“Terms” means these terms and conditions

### 2. Application

These Terms apply to all contracts for the sale of services by the organisation

No amendment, alteration, waiver or cancellation of any of these Terms is binding on the organisation unless confirmed by the organisation in writing.

### 3. Prices

Prices are listed on the charging policy issued annually by the Harbour Authority.

### 4. Payment

Payments are to be made to the organisation without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

The balance of the invoice price must be paid in full within 30 days from the date of the invoice.

Interest is payable on all overdue accounts calculated on an annual basis at the rate of 8.5% as from the date due for payment until payment is received by the organisation or its debt collection agency. (Interest in line with Late Payment Act 1998 and interest rates may vary)

### 5. Risk and Insurance

The services are entirely at the risk of the customer.

### 6. Cancellation of service

The Customer is required to notify the organisation in writing when services are not required and details of the vessels new owner and location.

Unless the Customer has notified the organisation that they no longer require the service and given written notice within 7 days of receiving the invoice, it will be deemed correct.

### 7. Limited Liability

These Terms do not affect the rights, entitlements and remedies conferred by the Sale of Goods Act 1979 or a prior agreement between parties.

The Organisation is not subject to, and the Customer releases the Organisation from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the service.

### 8. Personal Guarantee

Where you accept this invoice on behalf of a Limited Company, you confirm that you give a personal guarantee to pay any invoices/disbursements should the Limited Company be unable or unwilling to pay those invoices/disbursements for any reason.

### 9. Contract

The contract is deemed to have been made when the vessel entered the harbour limits. The Terms and charging policy form the whole contract between the customer and the organisation.

### 10. Breach

The Organisation will not be liable for any breach of contract due to any matter or thing beyond the Organisations' control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wares, riots or civil commotion, intervention or public authority, explosion or accident).

### 11. Waiver of Breach

No failure by the Organisation to insist on strict performance of any of these Terms is a waiver of any right or remedy which the Organisation may have, and is not a waiver of any subsequent breach or default by the Customer.

### 12. No Assignment

Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Organisation, which is at the Organisation's absolute discretion.

### 13. Severability

If any provision contained in these Terms is held by a Court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

### 14. Governing Law

These Terms and the Contract shall be governed by the law of England and the parties submit to the Courts in respect of any dispute arising.