

1. In these conditions the following words and phrases shall, except where the context otherwise requires, have the following meanings:
 - "PoCF" means The Port of Cromarty Firth.
 - "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 PoCF.
 - "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 PoCF land.
 - "Premises" means that area of land, with buildings and installations,
 - leased or owned and operated by PoCF.
2. All and any business undertaken by PoCF is transacted subject to the conditions set out herein which shall be incorporated in any legal relationship of any nature between PoCF and its Customers. Any conditions or terms proposed by the Customer are hereby expressly excluded. By entering PoCF 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 PoCF at their own risk. PoCF 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 PoCF.
4. The Customer hereby authorises any vehicle, plant or goods to be moved by PoCF staff at the sole risk and responsibility of the Customer. PoCF 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 PoCF and for this purpose PoCF 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 PoCF byelaws governing general directions and any regulations for the use of the Premises imposed by PoCF from time to time and with all directions and requirements of PoCF staff and should the Customer fail to so comply, PoCF shall not be responsible for any loss or damage to the Customer or any vehicle, plant or goods howsoever caused.
7. PoCF 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, PoCF 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 PoCF against any loss or damage caused by the Customer or any vehicle, plant or goods or by the compliance by PoCF with any instructions given by the Customer in respect of such vehicle, plant or goods and in respect of any liability of PoCF 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 PoCF for Customs and any other purposes. PoCF shall not be responsible for checking the accuracy of any documentation handled by it. The Customer shall indemnify PoCF against all loss damages expenses claims and fines arising from any inaccuracy or omission in such particulars or from any such declaration made by PoCF.
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 PoCF in connection therewith.
11. PoCF 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 PoCF and under its actual control and that such loss or damage was caused by the willful neglect of PoCF or its employees.
12. In no case shall any liability of PoCF 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. PoCF 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 PoCF 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 PoCF its servants or agents.
15. PoCF shall be responsible for and shall save, indemnify, defend and hold harmless the Customer from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease to any person employed by PoCF. The Customer shall be responsible for and shall save, indemnify, defend and hold harmless PoCF from and against any claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease to any person employed by the Customer or its subcontractors of any tier. All exclusions and indemnities given under this Clause 15 shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
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 PoCF.
17. Except where otherwise agreed in writing by PoCF, 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, PoCF 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. PoCF 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 PoCF 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 PoCF 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 PoCF and if PoCF 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 PoCF shall account to the Customer. The Customer shall be liable for all loss or damage caused by such goods howsoever arising and shall indemnify PoCF 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, PoCF shall be entitled nevertheless to destroy or dispose thereof if they shall in the opinion of PoCF become dangerous to any person or other goods or property and PoCF shall have no liability to the Customer in respect thereof.
19. No employee of PoCF 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 PoCF will be set out in PoCF's printed tariff and PoCF reserves the right to amend such charges and terms of payment without notice. Any additional costs and expenses incurred by PoCF as a result of the failure by the Customer to comply with its obligations hereunder or to enable PoCF 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 8 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. PoCF 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 PoCF 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 PoCF 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 PoCF 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 PoCF 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 PoCF 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 PoCF 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 PoCF for all damage, loss of income and any other costs PoCF may incur as a direct result of any damage the customers operation may cause to PoCF'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 PoCF from time to time. PoCF 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.