

IRISH FERRIES LIMITED

TRADING AS

DUBLIN FERRYPORT INLAND DEPOT (DFID)



OCTOBER 2021

**IRISH FERRIES LIMITED TRADING AS
DUBLIN FERRYPORT INLAND DEPOT (DFID)**

**TERMS AND CONDITIONS COVERING OPERATIONS AS
CONTAINER DEPOT OPERATORS AT DUBLIN INLAND PORT**

CLAUSE 1. DEFINITIONS

“DFID” Dublin Ferryport Inland Depot is a trade name of Irish Ferries Ltd. having its registered offices at Ferryport, Alexandra Road, Dublin 1. DFID operates container depots and DFID is located at Cedar Drive, Dublin Airport Logistics Park, Saint Margarets, Co Dublin, K67 Y6Y8.

“DEPOT” means the container storage depot located at Cedar Drive, Dublin Airport Logistics Park, Saint Margarets, Co Dublin, K67 Y6Y8 operated by DFID

“CONTAINER” means any standard type container that is accepted for storage on the depot including flatracks, tanks and reefer containers.

“CONTAINER RELEASE” is an order from the Owner to DFID to release a suitable container to a transport company. This release process to be done by means of EDI.

“CHARGES” means the amounts charged for the provision of services at the depot in line with the schedule of charges in place between DFID and the Owner.

“EDI” means Electronic Data Interchange which is the means of transferring data between DFID and the Owner.

“EIR” means Equipment Interchange Receipt.

“GATE MOVES” means the handling of a container into and out of the depot for which a charge is levied in accordance with the agreed schedule of charges.

“OWNER” includes the registered Owner, shipping line, forwarding agent, lessee, lessor or any agent of the container handled by DFID to which these Terms and Conditions shall apply.

“REEFER CONTAINER” is a container that can be connected to power supply and normally used to transport refrigerated cargo.

“SERVICES” means the services to be provided as standard on the depot which will be further stipulated in the schedule of charges agreed between the depot and the Owner.

“SCHEDULE OF CHARGES” means the schedule of rates agreed between DFID and the Owner. This schedule of rates will be agreed on a periodic basis and the period of validity of the charges will be stipulated in the schedule of charges to which these terms and conditions apply.

“TRANSPORT COMPANY” means haulier and driver directed by the Owner to deliver and collect containers from the depot.

“UPGRADE CONTAINER” means the standard to which the depot will upgrade the container to make it suitable for the Owner.

CLAUSE 2. NOTICE

Use of the depot by the Owners shall be deemed to constitute notice of and agreement to these Terms and Conditions provided DFID shall take all reasonable steps to ensure that the Owners are made aware of these Terms and Conditions before the commencement of operations.

CLAUSE 3. DURATION

These Terms and Conditions shall be applicable during such time as the depot is being used by the Owners.

CLAUSE 4. OPERATIONS AT DFID

DFID shall perform or provide the following services at the depot with reasonable care and skill and provide such security, labour plant and equipment as it deems necessary in the performance of the following services:

- 4.1 DFID will take in containers from the transport company and may use such plant and equipment or cargo handling services as it considers appropriate and expedient to arrange that.
- 4.2 Containers to be delivered on the depot by the transport company must be pre-advised by the Owner via EDI. It should be further stipulated by the Owners if the container is to be upgraded at the depot in accordance with the schedule of charges agreed between DFID and the Owner. An EIR will be issued to the transport company.
- 4.3 DFID will release containers to the transport company when the Owner has authorised it to do so via a container release. This release instruction from the Owner must be via EDI. An EIR will be issued to the transport company.
- 4.4 DFID will provide a clearly marked storage area for containers at the depot and transport companies will be advised to proceed to the designated area. Detailed instructions will be issued and will be part of the site plan.
- 4.5 DFID will provide storage of containers as per the agreed terms on the schedule of charges. This will be limited to a certain number of gate moves.
- 4.6 DFID upon request will perform minor repairs to the containers to upgrade the units to a standard in line with the Owners requirements.

- 4.7 DFID upon request will perform steam clean and washes for containers in line with Owners requirements.
- 4.8 DFID upon request will prepare nests of flat racks and separate bundles of flat rack containers.
- 4.9 DFID upon request will place reefer containers at reefer points to allow for plug in. Pre-tripping of reefers to be done by 3rd party reefer engineers contracted by the Owner.
- 4.10 DFID will provide EDI moves for all gate in/ gate out as per Owners request and will provide stock reports and gate move reports as per Owners request.
- 4.11 Owners will provide pre-advise of any containers expected to arrive at the depot that container Hazardous cargo or residues as defined in the International Maritime Dangerous Goods Code (IMDG)

The above list of services is may be adjusted from time to time at the sole discretion of DFID.

CLAUSE 5. OPERATING HOURS

The operating hours of the depot will from 06:00hrs to 18:00hrs Monday to Friday inclusive. The depot is closed on weekend and bank holidays.

CLAUSE 6. OPERATING PROCEDURES AND PLANS

- 6.1 The Owner must ensure that transport companies and their authorised subcontractors are familiar with the operating procedures, traffic management plans and health and safety plans. These procedures and plans change from time to time and Owners should keep transport companies informed on any changes to the procedures/plans.
- 6.2 Detailed operating procedures for delivery and collection of container and associated activities at the depot will be issued and amended from time to time. All procedures and changes to same will be communicated with Owners.
- 6.3 The instructions from DFID personnel and its authorised sub-contractors should be followed at all times. Non-adherence to operating instructions and instructions from personnel can lead to a prohibition notice from entering the depot for transport companies acting on behalf of Owners.

CLAUSE 7. REEFER CONTAINERS

- 7.1 DFID will provide electricity supply for empty reefers but all other arrangements for pre-trip temperature setting to be arranged by the Owner with their own sub-contractors.
- 7.2 DFID accepts no responsibility for, and Owner will indemnify DFID, in respect of all claims whatsoever arriving out of pre-tripping of reefer containers.

CLAUSE 8. CHARGES AND CREDIT TERMS

- 8.1 Charges will be stipulated in the schedule of charges agreed between DFID and the Owner. All charges to be paid by the Owner as the contract party.
- 8.2 Charges are stated exclusive of any applicable VAT or other applicable taxes.
- 8.3 Credit Terms 30 days from Date of Invoice. Interest at the rate of 3% above the prevailing Euribor base rate is payable on charges remaining unpaid.
- 8.4 Owners has no right to offset claims against charges due, offset will be taken as a fundamental breach of the agreement and can lead to immediate termination of the agreement.
- 8.5 DFID in the event of payment default have a lien on the containers as security for payment of all amounts due to DFID for the provision of services.
- 8.6 If the Owner fails to comply with 8.3 unless by prior agreement between DFID and the Owner, DFID may without prejudice to its other rights and remedies against the Owner notify the Owner in writing that the containers may be sold to satisfy the charges due under 8.3.
- 8.7 In the event that containers are abandoned on the depot. DFID will provide 21 days' notice to the Owner to remove the containers from the depot. Failing the removal of the containers from the depot, DFID may without prejudice to its other rights and remedies against the Owner notify the Owner in writing that the containers may be sold by DFID.

CLAUSE 9. CLAIMS

9.1 Owners will give DFID notice within 14 days in writing of any loss or damage to containers sustained during operations. Any acknowledgement of this notice by DFID personnel shall not be an admission of liability for such loss or damage. A figured claimed shall be submitted in writing within 30 days of the date on which the damage was caused and all claims for damage arising shall be considered waived and time barred unless Court proceedings are issued within 12 months of the date on which the damage was caused.

CLAUSE 10. LIABILITY

10.1 DFID shall not be liable for any failure to perform any of these Terms and Conditions or for any loss and/or damage arising or resulting from: -

- (a) Act of God
- (b) Casualty (including fire or explosion) unless caused by the negligence of DFID, its employees or agents
- (c) Any consequences of war or hostilities (whether war be declared or not), terrorist acts
- (d) Riots civil commotions or invasions
- (e) Industrial disputes or actions of any nature
- (f) Act of any government
- (g) Storm flood earthquake subsidence epidemic or other natural physical disaster
- (h) Any cause or event which could not be avoided, and the consequence whereof could not be prevented by the exercise of reasonable diligence by the DFID
- (i) Quarantine Restrictions
- (j) Act or omission of Owner of goods, his agent or representative

10.2 DFID shall not be liable in negligence or otherwise howsoever for indirect or consequential damage, including any claims for loss of use or profits, or the loss of a particular market.

10.3 DFID does not insure the Containers. The Owner shall ensure the containers are insured against all insurable risks.

10.4 Limitation of Liability

DFID shall only be liable under these Terms and Conditions for physical loss of or damage to any containers and such liability shall only apply to extent that the loss or damage exceeds €300 per occurrence or incident and is proved to be caused solely by the negligence of DFID or its employees or sub-contractors acting in the course of their employment during the performance or provision of services pursuant to these Terms and Conditions.

10.5 The liability of DFID, hereunder shall be limited to the following maximum amounts:-

- (a) For loss or damage of containers the maximum liability of €2,000 per container
- (b) For loss or damage of reefer containers the maximum liability of €4,000 per container.
- (c) The maximum liability for any one event or occurrence shall be €50,000.

10.6 Subject to clause 10.5 in the case of loss or damage to containers, DFID will be entitled to limit its liability to the lower of the depreciated value or the reasonable costs of repairs of the container. The depreciated value to be calculated based on the value from new (vouched by invoices) and reducing by 10% straight line per annum with a residual value of 15% of the invoiced value from new.

10.6 No liability to apply to DFID in respect of any loss or damage which arises due to natural consequences from outside storage including but not limited to loss or damage caused by storm or bad weather.

CLAUSE 11. INDEMNITY

11.1 The Owners will be responsible for and provide against all risks and contingencies including death or personal injury of any person or damage to any property whatsoever arising from the use of or presence of its containers in the depot and will indemnify DFID against all proceedings and claims by third parties arising out of such use or presence or of any inherent quality or defect of the Containers, including but not limited to any leakage, contamination or pollution caused thereby.

11.2 The transport company shall be treated as an agent of the Owner, and the Owner will indemnify DFID in relation to any act, omission, breach of duty or otherwise of the transport company resulting in any loss or damage whatsoever.

CLAUSE 12. NOTICES

12.1 All notices in connection with this agreement shall be addressed in writing as follows:

Dublin Ferryport Inland Depot
c/o Irish Ferries Limited
Alexandra Road
Ferryport
Dublin 1
D01 W2F5

CLAUSE 13. LAW & JURISDICTION

13.1 Any claims or disputes arising under these Terms and Conditions shall be determined according to the laws of the Republic of Ireland under the exclusive jurisdiction of the Irish Courts.

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