



TERMS AND CONDITIONS FOR BOARDING AND/OR LANDING OF OVERCARRIED PILOTS

1. DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions apply:

- 1.1 **Agent** means the Customer's agents, employees or independent contractor who submits a request for the Transfer to the Board.
- 1.2 **Board** means the Dover Harbour Board.
- 1.3 **Booking Confirmation** means the booking confirmation issued by the Board confirming that the Board will undertake the Transfer.
- 1.4 **Customer** means the Competent Harbour Authority who submits or on whose behalf the Agent submits a request for the Transfer.
- 1.5 **Charges** means all the amounts that are to be paid by the Customer to the Board for the Transfer based on rates as published in the current Port of Dover Tariffs book or as otherwise advised by the Board to the Customer from time to time.
- 1.6 **Pilot** means any pilot in respect of whom a request for the Transfer, either directly by the Customer or the Agent, has been submitted to the Board.
- 1.7 **Transfer** means the boarding and/or landing of overcarried pilots at sea.
- 1.8 **Vessel** means the Board's launch or any other vessel used by the Board for the Services.

2. GENERAL

- 2.1 The Board shall exercise reasonable skill, care and judgement in carrying out the Transfer. No greater obligation, express or implied, is accepted.
- 2.2 Where a Booking Confirmation has been issued, the Transfer will be undertaken in accordance with the Operational Procedures for Boarding/Landing of Overcarried Pilots at the Port of Dover and subject always to the boarding arrangements being fully compliant with SOLAS V/23, IMO Resolution A.1045 (27) as amended.
- 2.3 Where a request for Transfer has been submitted by an Agent, it is the Agent's responsibility to ensure that all relevant information in respect of the Transfer has been communicated to the Customer.

3. RESPONSIBILITES OF THE CUSTOMER

3.1 The Customer confirms that:

- (a) it will ensure that the boarding arrangements fully comply with SOLAS V/23, IMO Resolution A.1045(27) as amended. The Customer acknowledges and accepts that the Board may refuse to proceed with the Transfer where the boarding arrangements are not fully SOLAS compliant;
- (b) the Pilot does not have any health or physical issues that would restrict his/her ability to (i) travel on the Vessel before or after the Transfer or (ii) complete the Transfer using the pilot ladder;
- (c) it has appropriate procedures and training in place to ensure that the Pilot (i) is aware that he/she must advise the Board immediately in the event that any issue arises that may impact on his/her ability to complete the Transfer, and (ii) will listen carefully to the briefing and strictly observe all instructions given to him/her by the Board's crew member at all times until the Transfer is complete; and
- (d) these Terms and Conditions have been brought to the attention of the Pilot.

4. LIABILITY OF THE BOARD

- 4.1 The Board does not accept any liability for any loss arising from or in connection with the Transfer, whatsoever may be the nature of such loss, or damage and howsoever the same may arise, including from negligence.
- 4.2 The Board shall in no case be liable for any direct or indirect consequential or any pecuniary loss.
- 4.3 Notwithstanding anything contained in this Paragraph 4, the liability of the Board for death or personal injury resulting from its negligence is not excluded or restricted.

5. INDEMNITY TO THE BOARD

- 5.1 The Customer undertakes to indemnify the Board against all such actions, claims, costs and demands in respect of any loss, injury, accident or damage incurred by the Board or its employees, contractor or sub-contractors, of whatsoever nature which arise out of or in connection, directly or indirectly, with:
 - (a) a breach of these Terms and Conditions by the Customer and /or the Agent, and/or the Pilot; or
 - (b) any act, omission, instruction, misrepresentation, negligence, recklessness, fraud, wilful misconduct or breach of statutory duty of the Customer and/or the Agent and/or the Pilot.

6. INSURANCE

- 6.1 The Customer confirms that it has appropriate (i) employer liability insurance which covers boarding and landing of overcarried pilots, and (ii) public liability insurance (at least £5 million) in place to cover of any potential liabilities under these Terms and Conditions. A copy of the insurance certificates must be provided to the Board as soon as is reasonably practicable.

7. PAYMENTS

- 7.1 The Charges applicable are set out on the Port of Dover's website. Unless agreed otherwise in writing with the Board, payment of all Charges levied is to be made immediately on receipt of the relevant invoice from the Board. Payment must be made in the Board's bank account, details of which are as follows:
Lloyds Bank Plc
Sort Code: 30-39-34
Account Number: 00193204
- 7.2 The terms of the Late Payment of Commercial Debts (Interest) Act 1998 may be invoked where applicable.
- 7.3 Invoices must be paid in full any set-off, counterclaim, restriction, condition, deduction or withholding.

8. FORCE MAJEURE

- 8.1 The Board will have no liability whatsoever for events beyond the Board's reasonable control including but not limited to those arising from natural cause or human causes that prevent or delay the Board in performing the Transfer.

9. ENFORCEABILITY

- 9.1 If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

10. ACCEPTANCE

- 10.1 Use of the Services by the Customer shall be deemed to constitute notice of and acceptance of these Terms and Conditions.

11. THIRD PARTY RIGHTS

- 11.1 Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

12. LAW AND JURISDICTION

- 12.1 These Terms and Conditions shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English Courts.