TERMS AND CONDITIONS FOR THE USE OF SHORE POWER AT PORTSMOUTH INTERNATIONAL PORT

1. **Definitions**

The following words shall have the corresponding definitions:

'Charges' means the charges available upon request from Portsmouth International Port and payable by the Customer for the use of the shore power system.

'Customer' means operator of the vessel making use of the shore power facility at Portsmouth International Port.

'Ops System' means the on shore power supply system found at berths 2, 3 and 4 at Portsmouth International Port and operated and managed by Portsmouth International Port.

'PIP' means Portsmouth International Port.

2. **Interpretation**

2.1 Headings are for ease of reference and do not form part of or affect interpretation of these terms. If the context so requires (i) words denoting the singular include the plural and vice versa; (ii) words denoting any gender include all genders. Use of the word 'include' or 'in particular' or any similar expressions shall not limit the sense of the words which appear thereafter.

2.2 The rights of PIP under these terms and conditions are in addition to the rights and powers within PIPs General Terms and Conditions.

3. **Performance by PIP**

3.1 PIP offers the use of the Ops System at the berth that PIP has appointed to the Customer according to the rules and regulations as detailed in ISO 8005-1 with the following service details;

3.1.1.1 Voltage: 6.6 KV or 11 KV – Customer must state the required voltage - with a voltage difference according to the deviations listed in IEC/ISO/IEEE 80005-1

3.1.2 Frequency: 50 HZ or 60 HZ - Customer must state the required frequency – with the frequency deviations as listed in IEC/ISO/IEEE 80005-1.

3.2 The use of the Ops System should only be interrupted should it be essential to conduct work on infrastructure required for the safe operation of the facility or due to circumstances beyond the control of PIP. Should the need be within PIPs control and immediate and at the date and time of a scheduled call which has been confirmed by PIP, PIP will use all reasonable endeavours to inform the Customer immediately and provide sufficient notice for the vessel to safely transfer power generation from the Ops System back to the vessel.

4. Performance by Customer

4.1 Should the Customer wish to make use of the Ops System it must be in accordance with these terms and conditions.

4.2 The Customer shall provide PIP with all information reasonably requested by PIP in writing. It is the Customer's responsibility to ensure that this information is accurate.

4.3 The Customer will grant PIP all required rights regarding access and interference to the system technology for shore power on board the vessel.

4.4 The Customer must provide PIP with the names and contact details of the personnel on board the vessel that is responsible for the shore power connection and use for the vessel. The Customer must ensure that the personnel appointed by them is immediately reachable during the complete duration of using the Ops System and that the personnel are authorised to perform necessary interventions to the vessels shore power supply system technology if required.

4.5 Before using the Ops System at PIP for the first time vessels must have undertaken commissioning. This can be undertaken at PIP or any other port with the appropriate shore power system.

4.6 Once a vessel has undertaken commissioning and before a vessel uses the Ops System at PIP for the first time it must complete the Compatibility Assessment document which is available on PIP's website and a first call test. Final approval must be obtained by PIP. This Compatibility Assessment and first call test will last for a period of twelve months between vessel calls. If an individual vessel has not used the Ops System at PIP for a period that exceeds twelve months or a major change to the vessel has occurred, then a further Compatibility Assessment and first call test must be undertaken and further approval received from PIP before the vessel can connection to the Ops System.

4.7 The Customer is to provide PIP with a minimum of 72 hours' notice to request a shore power connection.

4.8 The Customer accepts that its use of the Ops System is subject to availability and to confirmation from PIP that its booking has been accepted.

5. Terms of Use of the Ops System

5.1 Either the Customer or PIP can request to be allowed to inspect the system technology of the other party that forms part of the required technology to allow for a shore power connection. Upon request the party whose system technology is to be inspected is required to grant access to the parts of the shore power system technology to the other party and its authorised representatives.

5.2 Either the Customer or PIP is entitled to interrupt the operation of the shore power supply immediately should technical issues within the control of the Customer or PIP surface that prevent a safe continuation of the operation of the shore power supply. The Customer or PIP will inform the respective other in such case immediately and are required to use all reasonable endeavours to provide sufficient notice to allow for a safe transfer of power for the purpose of avoiding a blackout event.

6. Insurance

6.1 PIP confirms that the OPS System is fully insured and contains the appropriate cover in respect of third-party risks and liability.

6.2 The Customer confirms that they hold insurance policies in line with and to a level that a prudent vessel operator should have in place.

7. Liability

7.1 PIP shall use reasonable skill and care in the provision of shore power services. PIP will not be liable for:

7.1.1.1 any loss or interruption to the supply of power which occurrence has been beyond Pip's reasonable control.

7.1.2 any loss of profit (direct or indirect)

7.1.3 any loss of business, contracts, anticipated savings or deletion of goodwill; any indirect or consequential loss or damages, costs, expenses or other claims, consequential compensation or indirect economic loss (howsoever caused) whether in contract, tort or breach of statutory duty or otherwise which arises out of or in connection with these terms and conditions.

7.1.4 PIP's total liability arising in connection with these terms and conditions will be limited to £2,000,000 (two million pounds) per incident.

7.2 Nothing in these terms and conditions excludes or limits either Party for death or personal injury caused by that party's negligence, or for fraud or fraudulent misrepresentation.

7.3 Any claim raised against PIP should be notified to PIP in writing within 48 hours of the incident and PIP will have the right to inspect any damage.

8. Invoicing and Payments

8.1 The Customer shall make payment of the invoiced sums within thirty (30) days of receipt of PIP's valid invoice.

8.2 In the event of a bona fide dispute with the invoice the Customer must raise the dispute with PIP within fourteen (14) days of receipt of the invoice.

8.3 If the Customer does not pay the invoice within thirty (30) days of receipt of the invoice PIP may charge interest at the rate of 4% per annum above the base rate of the bank of England.

8.4 Charges will be incurred by the Customer if cancellation of a planned shore power connection is made by the Customer within 48 hours of the planned call date and time, save that no cancellation fee shall be due or payable where such cancellation arises from circumstances due to an event of force majeure or the unavailability of the Ops System.

8.5 Additional charges may be incurred by the Customer if the Customer cancels the shore power connection on the calendar day of planned use of the Ops System if PIP have already allocated resources, save that no additional charges shall be due or payable where such cancellation arises from circumstances due to an event of force majeure or the unavailability of the Ops System.

9. Force Majeure

9.1 If either party is prevented hindered or delayed from or in performing any of its obligations under these terms and conditions by reason of any event beyond a party's reasonable control that renders performance of a party's obligations under these terms and conditions impossible, inadvisable, or commercially impracticable (a "**Force Majeure Event**"), which shall include, but not be limited to, acts of God, epidemics, pandemics, disease outbreaks, public health crises, quarantine; acts, recommendations, or orders of any civil or military authority; unforeseeable strikes or labour disputes; riots, war, fire, accidents, explosions, floods, earthquakes, or other natural disasters, then that party's obligations under these terms and conditions shall be suspended for so long as the Force Majeure Event continues. For the avoidance of doubt, a Force Majeure Event does not include strike or other industrial action which may hinder a party in the performance of its obligations under these terms and conditions. Neither party shall be liable to the other in respect of these terms and conditions due to a Force Majeure Event save in respect of rights and liabilities which have accrued prior to such Force Majeure event.