

Agreement to access to VBS Premium

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|---|---------------------|-------|--|--|------------|-------|----------|------|----------------------------------|--------|-----------------|--------|-------------------------|---------|---|
| <p>1 The service comprises information pertinent to commercial vehicles wishing to move containers to and from DP World Southampton.</p> <p>2 The tariff is as follows:</p> <table border="0" style="margin-left: 20px;"> <tr> <td>Per container added</td> <td style="text-align: right;">£0.16</td> </tr> <tr> <td colspan="2">Booking for a vehicle and its associated containers:</td> </tr> <tr> <td>Peak Hours</td> <td style="text-align: right;">£1.18</td> </tr> <tr> <td>Off Peak</td> <td style="text-align: right;">Free</td> </tr> <tr> <td>Saturday post 12.00 noon booking</td> <td style="text-align: right;">£10.47</td> </tr> <tr> <td>Vehicle no show</td> <td style="text-align: right;">£29.30</td> </tr> <tr> <td>Passenger in cab charge</td> <td style="text-align: right;">£104.76</td> </tr> </table> <p>3 The service fees are subject to revision by DP World Southampton and the Tariff will be subject to review.</p> <p>4 The service will be available to a customer, on acceptance of Direct Debit Mandate by DP World Southampton's banking facility, through means of a username and password to be supplied by email at registration.</p> | Per container added | £0.16 | Booking for a vehicle and its associated containers: | | Peak Hours | £1.18 | Off Peak | Free | Saturday post 12.00 noon booking | £10.47 | Vehicle no show | £29.30 | Passenger in cab charge | £104.76 | <p>5 Cancellation of Direct Debit will lead to removal of access to the service.</p> <p>6 Two invoices will be generated, one for booking and the other for "No Show" fees. Transactions will be invoiced on a monthly basis, online. Payment will be taken by direct debit 30 days after the date of the invoice.</p> <p>7 Payments will be made to DP World Southampton. Sums not paid within 30 days will carry interest at 2% above Lloyds TSB Bank base rate. All sums are net of VAT or other applicable sales tax.</p> <p>8 Helpdesk support from DP World Southampton is available on a 24 hour basis on 023 8070 6300</p> <p>Please tick
 <input type="checkbox"/> I have read and agree to the terms & conditions of use for VBS Premium.</p> |
| Per container added | £0.16 | | | | | | | | | | | | | | |
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Name of Company

Invoice Address

Daytime Telephone Number

Mobile Telephone Number

Fax Number

Email Address

(An active email address is required to use the Vehicle Booking System)

Signed

Print Name

Date

Please complete and return together with the attached direct debit form to:

VBS Premium
DP World Southampton
Berths 204/207
Western Docks
Southampton
SO15 1DA
or vbspremium@dpworldsouthampton.com

1. DEFINITIONS

In these Conditions

- 1.1 "Contract" means the contract between SCT and the Supplier for the supply of Goods and/or Services consisting of the Purchase Order and these Conditions.
- 1.2 "Goods" means all goods supplied by the Supplier to SCT.
- 1.3 "Purchase Order" means SCT's Purchase Order or any other order for Goods or Services issued by SCT to the Supplier together with any other documents (or part thereof) specified in the Purchase Order and any amendments thereto.
- 1.4 "SCT" means Southampton Container Terminals Limited trading as DP World Southampton.
- 1.5 "Services" means all services supplied by the Supplier to SCT.
- 1.6 "Supplier" means the person, firm or company supplying Goods or Services to SCT.

2. GENERAL

- 2.1 Headings are purely for ease of reference and do not form part of or affect the interpretation of these Conditions.
- 2.2 Words importing any gender include every gender and words importing the singular number include the plural number and vice versa.
- 2.3 References to either party herein include references to its successors in title, permitted assignees and novatees.
- 2.4 If any provision of these Conditions is prohibited by law or judged by a court or other competent tribunal to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Conditions.
- 2.5 No variation or addition to these Conditions or the Purchase Order is effective unless and until SCT so agrees in writing.
- 2.6 The Supplier may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer or encumber any of its rights and obligations under the Contract or these Conditions without the prior written agreement of SCT.

3. APPLICATION

- 3.1 These Conditions shall apply to all Contracts entered into by SCT with the Supplier for the provision of any Goods or Services by the Supplier.
- 3.2 These Conditions shall prevail to the exclusion of any conditions proposed by the Supplier or referred to in any quotation, invoice or other documents or communications by the Supplier.

4. TITLE AND RISK

- 4.1 The Supplier warrants that:
- (a) at the date of delivery the Supplier has full, clear and unencumbered title to all the Goods; and
 - (b) the Supplier has obtained and shall make available to SCT all licences, clearances, consents and authorisations necessary for the provision of the Goods and Services to SCT;
- 4.2 Property in the Goods shall pass to SCT once delivery of the Goods has been safely and properly effected.
- 4.3 The Goods shall remain at the Supplier's risk until delivery has been made. The Supplier shall keep the Goods insured until delivery.

5. DELIVERY

- 5.1 The date for the delivery of the Goods and the provision of the Services shall be as specified in the Purchase Order.
- 5.2 Delivery occurs:-
- (a) upon handing over of Goods by the Supplier to SCT at SCT's premises or such place as specified in the Purchase Order and in accordance with the terms of the Purchase Order; or
 - (b) where an installation certificate or similar document is required, delivery occurs on handing over of the installation certificate or similar document and in accordance with any other terms of the Purchase Order.

6. PRICE

- 6.1 Unless stated otherwise in the Purchase Order the price agreed by the parties for the Goods and Services is a fixed price which includes packing, labelling, carriage, insurance, delivery, installation (if applicable) royalties and licence fees and all other charges, duties and impositions.
- 6.2 Where the Supplier has incurred any liability to SCT, whether under these Conditions or otherwise and howsoever arising, SCT may set off the amount of such liability against any sum that would otherwise be due to the Supplier which sum shall to that extent be abated.

7. PAYMENT

- 7.1 Unless otherwise agreed by the Parties in writing, SCT will pay for the Goods and Services within 30 days following the end of the month of receipt of a correct tax invoice which specifies the correct Purchase Order number. Value added tax (if applicable) is to be shown separately on all invoices as a net extra charge.
- 7.2 Unless otherwise agreed between the parties in writing, SCT will pay all sums in Pounds Sterling.

8. QUALITY AND DEFECTS

- 8.1 All Goods and Services must be supplied in accordance with the Purchase Order or such other requirements as notified by SCT to the supplier.
- 8.2 The Supplier must ensure that all Goods and Services conform to all specifications and samples given by the Supplier or stipulated by SCT and that they are fit for any purpose which SCT has expressly made known to the Supplier or for which they may reasonably be expected to be intended.
- 8.3 All Services must be carried out with proper and reasonable skill and care and despatch.
- 8.4 Where Goods are supplied in breach of these Conditions, SCT has the right at its discretion, to demand that the Supplier shall, as soon as reasonably practicable repair or replace any or all of the Goods. SCT's rights under this Clause shall be without prejudice to SCT's other rights to reject the Goods and claim damages and repayment of the price (or any part thereof) whether under these Conditions or otherwise.
- 8.5 The Supplier shall provide SCT with all documentation which SCT may need to comply with the obligations imposed by COSHH or any similar regulations, rules or requirements. Such documentation shall include, without limitation, material safety data sheets.
- 8.6 Where required by SCT, the Supplier shall provide independent documentary evidence of the quality of the Goods supplied. Such independent documentary evidence may include (but not be limited to) milling certificates, quality certificates or such other documentation as SCT might require.

9. INSPECTION

- 9.1 SCT has the right, but is not obliged, at any time during normal working hours to inspect any Goods or Services which are the subject of the Contract but which have not yet been delivered or completed.
- 9.2 Inspection of the Goods or Services by SCT does not relieve the Supplier of or otherwise reduce any obligation, responsibility or liability under the Contract or otherwise.
- 9.3 SCT may use any reasonable means to satisfy itself that the correct materials, workmanship, skill and care are being or have been used.
- 9.4 If SCT reasonably considers that the Goods or Services are not in accordance with the Purchase Order or otherwise in breach of these Conditions:-
- (a) SCT has the right to instruct alternative suppliers of Goods or Services to complete the work; and
 - (b) any increase in cost to SCT of instructing alternative suppliers shall be borne by the Supplier.

10. WORK ON SCT'S PREMISES

- 10.1 All personnel appointed by the Supplier or the Supplier's subcontractors or agents working within SCT's premises must report to the person designated by SCT in the

Purchaser Order prior to commencing work or to such other person as may from time to time be nominated by SCT.

- 10.2 Where any Purchase Order requires the Supplier to carry out work on SCT's premises, the Supplier and its employees, sub-contractors and agents working on the premises must observe all relevant statutory rules, regulations, bye-laws and site regulations.
- 10.3 All personnel appointed by the Supplier or the Supplier's subcontractors or agents working on SCT's premises must be competent, appropriately trained, courteous and well presented.
- 10.4 SCT has the right to request the immediate removal from the premises of the Supplier's employees, subcontractors, agents (or the employees of either of them) or anyone under the instruction of the Supplier.

11. REJECTION

- 11.1 Without prejudice to SCT's rights under clause 8.4 or otherwise under the Contract or these Conditions, SCT shall have the right to reject any Goods or Services which do not conform with the Contract within a reasonable time of delivery or a reasonable time of such non-conformity becoming apparent to SCT whichever is the latest.
- 11.2 SCT has the right to accept the Goods and Services without prejudice to its right to claim damages for any loss or damage incurred as a result of the Goods not conforming with the Contract or any other breach of these Conditions or the Contract by the Supplier.
- 11.3 Payment by SCT for Goods will not prejudice any right of rejection or any other remedy afforded by the Contract, these Conditions or otherwise.
- 11.4 If SCT rejects any Goods, the property and risk in the Goods shall immediately revert to the Supplier. Rejected Goods will be removed by the Supplier at its expense and the Supplier shall reimburse SCT for any storage costs or any other expense or loss of whatever nature incurred by SCT in respect of the rejected Goods.

12. TERMINATION

Where the Supplier:

- 12.1 breaches its Contract with SCT and, where the breach is capable of remedy, shall have failed to remedy within seven working days of notice of the breach by SCT; or
- 12.2 convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
- 12.3 being an individual or partnership (including a limited liability partnership, and in respect of one or more of its partners): (a) is the subject of a bankruptcy petition or bankruptcy order; or (b) is the subject of an application or order or appointment under sections 253, 273 or 286 Insolvency Act 1986 or any similar application, order or appointment; or (c) is unable to pay his debts or has no reasonable prospect of doing so as defined by section 268 Insolvency Act 1986; or (d) shall enter into an Individual Voluntary Arrangement or any compromise or composition with or for the benefit of his creditors generally; or (e) is the subject of any equivalent or analogous insolvency event or procedure in any jurisdiction; or

- 12.4 being a company or other body corporate or partnership: (a) is the subject of a winding up or administration petition; or (b) goes into liquidation either compulsory or voluntary (save for the purposes of bona fide reconstruction or amalgamation); or (c) if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets; or (d) is unable to pay its debts as defined by section 123 Insolvency Act 1986; or (e) or makes any assignment for the benefit of, or any compromise or composition with or for the benefit of, its creditors generally; or (f) is the subject of any equivalent or analogous insolvency event or procedure in any jurisdiction;

SCT may without prejudice to any of its other rights or remedies under the Contract, these Conditions or otherwise and without being liable to the Supplier for any loss which may be occasioned whatsoever, give written notice terminating any Contract with immediate effect.

13. INDEMNITY

- 13.1 The Supplier shall indemnify and hold SCT harmless from and against any damage, expense, claim or other loss whatsoever arising from or in relation to:
- (a) any act, neglect, default or omission of the Supplier or its employees sub-contractors or agents or the employees of either of them;
 - (b) any breach of the Supplier's warranties, undertakings or obligations under these Conditions or any Contract between the Supplier and SCT.
- 13.2 The Supplier shall provide all reasonable assistance in defending any claims made against SCT arising from or in relation to any act, neglect, default or omission of the Supplier or any breach of the Supplier's warranties, undertakings or obligations under these Conditions or any Contract between the Supplier and SCT.

14. NOTICES

- 14.1 Any notice to be given under these Conditions must quote the relevant Purchase Order number, shall be in writing and shall be sent by first class mail, air mail, fax or email.
- 14.2 Notices sent as above shall be deemed to have been received:
- (a) in the case of first class mail, three working days after the date of posting;
 - (b) in the case of air mail, seven working days after the date of posting;
 - (c) in the case of facsimile, on the next working day after the facsimile is sent but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the correct number and confirming that all pages were successfully transmitted.
 - (d) in the case of email the next working day after transmission. If an email receives a response from the recipient machine or system or otherwise advising that the email has not been successfully delivered or advising that the recipient is away, such email shall not be considered as sufficient notice.
- 14.3 In proving the giving of a notice it shall be sufficient to prove that the notice was properly addressed and sent or that the applicable method of telecommunication was addressed and despatched and despatch of the transmission was confirmed or acknowledged.

15. LAW AND JURISDICTION

- 15.1 These Conditions and any Contract or other relationship subject thereto shall be governed by English law. Any dispute arising from or in relation to these Conditions or any relationship subject thereto (whether arising in contract or otherwise) shall be subject to English law.
- 15.2 The High Court of England and Wales shall have exclusive jurisdiction over any dispute arising from or in relation to these Conditions or any relationship (whether arising in contract or otherwise) which is subject to these Conditions.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Southampton Container Terminals Ltd
204/207 Western Docks
Southampton
SO15 1DA

Originator's Identification Number

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FOR SOUTHAMPTON CONTAINER TERMINALS LTD OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.

DATE RECEIVED: _____

DD REF: _____

PROCESSED:

	DATE	BY (name)
SAGE: _____		
BACSTEL: _____		
BANK: _____		

Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay Southampton Container Terminals Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Southampton Container Terminals Limited and if so, details will be passed electronically to my Bank/Building Society.

Signatures
Date

Reference

										(S	C	T	-	V	B	S)
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Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Southampton Container Terminals Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Southampton Container Terminals Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.