



NORTHERN LIGHTHOUSE BOARD

OBAN BASE GENERAL TERMS & CONDITIONS

1 DEFINITIONS

“Base Area”	means any area of land, premises or water owned, leased or operated by Northern Lighthouse Board in Oban including the NLB base office at Gallanich Road, Oban PA34 4GB;
“Base Management Team”	means those representatives of Northern Lighthouse Board appointed to manage the Base Area;
“Charges”	means vessel, cargo and any other charges and fees levied by Northern Lighthouse Board;
“Costs”	any loss, damage, liability, expense or costs (including legal fees and expenses) suffered or incurred by Northern Lighthouse Board whether arising out of a claim, demand or proceedings threatened or instituted against Northern Lighthouse Board by a third party or judgment or compromise or settlement arising from it or otherwise howsoever and whether arising by virtue of a breach of contract or negligence or otherwise howsoever;
“Equipment”	means any plant, machinery, container, package, case, pallet, vehicle, trailer, truck wagon or other piece of equipment of any nature;
“Goods”	means cargo and goods of whatever nature;
“Owner”	means any persons (other than Northern Lighthouse Board) with or claiming to have any proprietary or possessory interest in any Vessel, Goods and/or Equipment including lessors, charterers, sub-charterers, consignors, consignees, shippers and receivers;
“Quay”	means any quay, pier, jetty, berth, mooring or other place within the Base Area at which Vessels can load or discharge Goods and/or Equipment or embark and/or disembark passengers or vehicles;
“Representative”	means any employee, agent, broker, driver, contractor, sub-contractor, or master (or any other person having command) or crew of any User;
“Services”	means any service or facility that Northern Lighthouse Board provides to the User;
“Terms”	means these General Terms & Conditions;
“User”	means (a) any person who enters the Base Area; (b) any person who directly or by any Representative requests or receives the benefit of any Services; and (c) any Owner or carrier of any Vessel, Goods or Equipment which may be on or come into the Base Area;
“Vessel”	means any boat, ship, barge or other vessel of any description and any part thereof (including all associated equipment and appurtenances) and/or craft associated therewith.



2 Application of Conditions

2.1 These Terms shall apply:

- (a) to all Services provided by Northern Lighthouse Board whether directly or indirectly in the Base Area; and
- (b) to all physical access by any Vessel, person, User, Goods or Equipment to or from the Base Area.

2.2 In the absence of express acceptance of these Terms by the User, acceptance shall be implied and constituted in the event of the berthing of any Vessel and/or the accessing by any person, User, Goods or Equipment into or onto the Base Area or by application (oral or otherwise) to Northern Lighthouse Board for access to the Base Area or for any Services or the use of any facility by or on behalf of any User.

2.3 Subject to Condition 2.4, no terms or conditions whether express or implied which are at variance with these Terms shall apply unless and to the extent that they have been agreed in writing by Northern Lighthouse Board.

2.4 Northern Lighthouse Board may agree specific contracts with a User and/or issue special terms and conditions governing the provision of certain Services. Such special terms and conditions or specific contracts shall apply in respect of the relevant Services. These Terms shall continue to apply to the extent they are not at odds with any such specific contract and/or the special terms and conditions.

3 Provision of Services

3.1 Subject to any other provisions of these Terms, Northern Lighthouse Board shall exercise reasonable skill, care and speed in carrying out the Services. No greater obligation, express or implied, is accepted.

3.2 Northern Lighthouse Board reserves the right to appoint sub-contractors to perform all or any part of the Services. Any sub-contractor shall have the benefit of these Terms. Northern Lighthouse Board shall have no greater obligation or liability in respect of any sub-contracted services than it would have had if the Services had been provided by them directly.

3.3 Unless specifically otherwise agreed in writing with the User, where Northern Lighthouse Board provides Services in respect of Goods or Equipment being loaded onto or unloaded from, or passengers and their Goods and Equipment embarking or disembarking from, any Vessel it does so purely as agent of the actual and/or contractual carrier. Such Services shall normally be supplied in core operating hours which are Monday to Thursday 0800 to 1635 and Friday 0800 to 1540. Services provided out with the core operating hours and at weekends and public holidays can be arranged at additional cost with prior agreement of Northern Lighthouse Board.

3.4 Northern Lighthouse Board shall have absolute discretion in the handling, storage and transportation of any Vessel, Equipment or Goods and in the allocation of the berth, plant, machinery, labour and storage space. No Vessel is to be launched, lifted into or out of the water at the Quay without prior permission of the Northern Lighthouse Board.

3.5 Northern Lighthouse Board may in its absolute discretion:

- (a) refuse to permit any User to enter the Base Area and refuse to accept any Vessel on to the berth and/or Equipment or Goods on or into the Base Area;



- (b) require any User, Vessel, Equipment or Goods who/which has entered the Base Area to leave it or require the same to be removed at any time;
- (c) decline to undertake or suspend the performance of all or any part of Services at any time;

and in such event Northern Lighthouse Board shall not have any liability and shall not be liable to pay any compensation in respect thereof. The User waives any and all claims against Northern Lighthouse Board for any breach of statutory or other duty relating to the exercise of its above discretion.

3.6 Following any exercise of Northern Lighthouse Board's rights under Condition 3.5, the User shall remove the Vessel, Equipment and Goods from the Base Area within 7 days of request. Northern Lighthouse Board shall refund any Charges paid in advance in respect of Services not performed but may deduct any sums due to it as well as any loss, damage, liability, cost or expense incurred by or caused to Northern Lighthouse Board by or in respect of such Vessel, Equipment or Goods.

3.7 In the event that:

- (a) the User fails to remove the Vessel, Equipment and Goods from the Base Area in accordance with Condition 3.6; or
- (b) any Goods and/or Equipment are not collected and removed from the Base Area by the User at the time of landing;

Northern Lighthouse Board shall be entitled at the expense and sole risk of the User to remove such Vessel, Goods and Equipment and place it or them wherever Northern Lighthouse Board (acting reasonably) deems appropriate.

4 Payments

4.1 The User shall be liable for all Charges, payments, fines and expenses due in connection with any Vessel, Equipment or Goods and for any loss and/or damage suffered or incurred by Northern Lighthouse Board in connection therewith.

4.2 Prior to a Vessel berthing the Base Area, the User shall provide Northern Lighthouse Board with all information required on the Berth Enquiry form; and

- (a) any other information requested by Northern Lighthouse Board or required to be disclosed to Northern Lighthouse Board in terms of the Merchant Shipping (Vessel Traffic Monitoring and Reporting Requirements) Regulations 2004 prior to arrival.

4.3 All Goods and/or Equipment brought to the Base Area must be accompanied by suitable delivery note and any other specific details such as Dangerous Goods notification.

4.4 All sums payable are exclusive of value added tax and any other duty or tax, which shall (to the extent applicable) be payable by the User at the rate and in the manner from time to time prescribed by law.

4.5 Payment of all sums due by the User to Northern Lighthouse Board shall be made within 30 calendar days of receipt of the Services or request for payment, whichever shall occur earlier. Payment shall be made without deduction, withholding, abatement, set-off, or any counterclaim whatsoever, save as may be required by law. All payments shall be made in cleared funds in GB pounds sterling.



- 4.6 The User shall be liable to pay interest to Northern Lighthouse Board on any sums outstanding for the period from the due date to the date of payment (i) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable); or (ii) where the said Act is not applicable, at 4 per cent per annum above the base lending rate of The Royal Bank of Scotland.
- 4.7
- (a) Subject to all applicable laws and regulations, Northern Lighthouse Board shall have a general and specific lien over any Vessel, Equipment or Goods and all documents relating thereto in respect of its Charges and in respect of any other indebtedness to Northern Lighthouse Board of the User or the owner of such Vessel, Equipment or Goods. Northern Lighthouse Board shall be entitled to refuse to deliver up any Vessel, Equipment or Goods until all such sums have been paid. Storage and other charges accruing shall continue to accrue during such period. If any sums remain unpaid for a period of 60 days from the invoice date Northern Lighthouse Board shall be entitled to take possession of any such Vessel, Equipment or Goods and to sell them, reimbursing the User the sale proceeds less sums due to Northern Lighthouse Board and the reasonable sale costs and expenses incurred by Northern Lighthouse Board. Northern Lighthouse Board shall have no liability in this regard.
- (b) In the exercise of Condition 4.7(a) Northern Lighthouse Board reserves to itself absolute discretion as to the means and procedure to be followed in the handling, storage and transportation of any Vessel, Equipment or Goods notwithstanding any express instructions given by the User in relation thereto.
- 4.8 If the User ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors or if an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or (being an individual) the User shall become bankrupt or make any composition or arrangement with its creditors, or anything analogous happens in any jurisdiction, then Northern Lighthouse Board shall be entitled immediately to recover from the User or any other person liable for the Charges (notwithstanding that the periods stated above or any period of credit extended to the User may not have expired) all sums then due to Northern Lighthouse Board (including any accrued interest and other Charges properly levied in accordance with these Terms) and all loss and expense incurred by Northern Lighthouse Board as a result of such circumstances arising.
- 4.9 Any query to be raised by the User on any invoice issued by Northern Lighthouse Board must be made in writing within 30 days of the invoice date failing which the User shall be deemed to have accepted the invoice.
- 4.10 The User will be responsible for ensuring all their staff and contractors whilst on the Base Area comply with the requirements of the International Ship and Port Facility Security Code (ISPS Code). The level of security may change at the discretion of Northern Lighthouse Board from time to time. Northern Lighthouse Board reserves the right to exclude any person/vehicle or customer who is found to have breached security regulations in any way.
- 4.11 Northern Lighthouse Board require all Users, their employees, contractors and non-permanent employees to adhere to the standards as set out in the Safety in Bases Guidance notes issued by Port Skills & Safety or an equivalent or higher standard as may be required by Northern Lighthouse Board in respect of all Health & Safety matters.



- 4.12 Any vehicles entering the Base Area without prior consent will be required to leave immediately. Northern Lighthouse Board will not be liable for any loss or damage to any vehicle entering the Base Area.
- 4.13 Users and their employees and agents are prohibited from carrying out repairs to or servicing or washing vehicles or plant while in the Base Area save as previously agreed in writing by Northern Lighthouse Board.

5 Hazardous Goods and Waste

- 5.1 The User shall remove from the Base Area and dispose of all trade and other waste as often as may be necessary or as reasonably directed by Northern Lighthouse Board unless agreed otherwise.
- 5.2 No waste material or goods of a dangerous, hazardous or poisonous nature will be handled by Northern Lighthouse Board except with the prior approval of the Base Management Team and then only in accordance with conditions prescribed by them and all applicable laws, regulations, regulatory requirements and codes of practice.
- 5.3 The User warrants that any approved waste material or goods of a dangerous, hazardous or poisonous nature are stored in suitable containers and properly marked with a warning as to the hazardous nature of any contents and the precautions to be taken in handling the same (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the same.
- 5.4 Northern Lighthouse Board shall be entitled to remove and dispose of any trade or other waste material or goods of a dangerous, hazardous or poisonous nature found within the Base Area in contravention of Conditions 5.1, 5.2 and/or 5.3 and recover their reasonable costs in respect thereof from the User. Northern Lighthouse Board shall have no liability in respect thereof.

6 User Warranties

- 6.1 The User warrants to Northern Lighthouse Board that it has the authority and consent for itself and for and on behalf of all persons having any title to or interest in any Goods, Equipment or Vessel to accept these Terms and has specifically notified these Terms to such persons. Finance companies, lessors and others having or claiming to have title to or an interest in such Goods, Equipment or Vessel are advised that unless Northern Lighthouse Board is notified in writing of their title or interest in any particular Goods, Equipment or Vessel prior to the commencement of any relationship between Northern Lighthouse Board and the User, these Terms shall be deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Goods, Equipment or Vessel shall be subordinated to the rights of Northern Lighthouse Board hereunder.
- 6.2 The User warrants that its employees (and those of any agents or contractors it may engage including hauliers and stevedores) are at all times properly trained and competent to carry out the tasks assigned to them including in relation to the giving of any instructions to Northern Lighthouse Board or the inputting of any information into any electronic service or system operated or managed by or on behalf of Northern Lighthouse Board. The User warrants that such persons have the full authority to give such instructions and/or input such information.
- 6.3 The User warrants that it and its Representatives shall at all times comply in all respects with all applicable laws, regulations, codes of practice and international conventions relating to the Base Area and to the Vessels, Goods and/or Equipment (including navigation, manning,



carriage, packing, handling, storage, and movement) and with all directions and requirements of the Northern Lighthouse Board's staff.

- 6.4 The User warrants that it and its Representatives shall at all times behave in a considerate manner and shall avoid causing any nuisance, annoyance or inconvenience to other Users or the Northern Lighthouse Board's staff.
- 6.5 The User warrants that it shall obtain and maintain, at its own expense, all necessary permits, licences and authorisations and shall comply with all applicable laws, regulations, regulatory requirements and codes of practice relating to the carriage, handling, storage and movement of the Vessel, Goods and/or Equipment.
- 6.6 Save as otherwise agreed by Northern Lighthouse Board, the User warrants that while within the Base Area any Goods, Equipment or Vessel:
- (a) are not dangerous, hazardous, poisonous, toxic, radio-active, flammable, or injurious or liable to become so;
 - (b) will not contaminate or cause danger, injury, pollution or damage to any person, the Base Area, any other Goods, Equipment or Vessel or any other property or the environment;
 - (c) are not rotten, infested, verminous or subject to fungal attack or liable to become so;
 - (d) do not require for their safekeeping any special protection arising from vulnerability to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism or proximity to other goods or from their flammability but will remain safe if left standing in the open on the Base Area or in covered accommodation (if agreed with Northern Lighthouse Board);
 - (e) contains no unauthorised controlled substances, contraband, pornographic, sanctioned or other illegal matter;
 - (f) are properly and sufficiently packed, documented and labelled in accordance with all applicable laws, regulations, regulatory requirements and codes of practice for all shipping, handling, storage, dispatch, customs and like purposes; and
 - (g) are in a safe, fit and proper condition to be handled or otherwise dealt with by Northern Lighthouse Board, its equipment and its employees, agents and sub-contractors.

Northern Lighthouse Board shall be entitled at the User's sole risk and expense to remove and dispose of Goods, Equipment or any Vessel that does not comply with any part of this warranty.

- 6.7 The User warrants that it shall immediately inform the Base Management Team of any occurrence or incident which might affect the safe and efficient operation of the Base Area or other persons at the Base Area or result in adverse environmental impact and shall take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience arising as a result of the Vessel, Goods or Equipment, as maybe required by Northern Lighthouse Board.
- 6.8 The User warrants that it shall not:
- (a) use any devices which transmit radio signals or attempt to block radio signals (including without limitation G.P.S.) whilst on the Base Area;
 - (b) interfere with any systems, communication links and equipment or computer hardware and software whilst on the Base Area;



- (c) use or attempt to use any devices or software to gain access to unauthorised data and information;

without the prior written consent of Northern Lighthouse Board except that the User may use marine band and radar radio frequencies and wi-fi.

- 6.9 The User warrants the accuracy of all descriptions, weights, values and other particulars relating to Goods and Equipment furnished to Northern Lighthouse Board for handling, customs and any other purposes. Northern Lighthouse Board shall not be responsible for checking the accuracy of any documentation handled by it.

7 Liability

- 7.1 Nothing in these Terms shall exclude or in any way limit Northern Lighthouse Board's or the User's liability for fraud and/or fraudulent representation, or for death or personal injury caused by its negligence, or any liability to the extent the same cannot be excluded or limited by law.
- 7.2 Any Vessel, Equipment, Goods or other property which is located within the Base Area, is located entirely at the User's and Owner's own risk. Save as otherwise contracted with Northern Lighthouse Board, Northern Lighthouse Board will not be responsible for the safe custody of any Vessel, Goods or Equipment entering the Base Area or being landed or placed upon any Quay.
- 7.3 Subject to Condition 7.1, Northern Lighthouse Board shall have no liability whatsoever (including by way of indemnity) in respect of any of the following howsoever caused or arising and whether or not the same was foreseeable, known or otherwise: (a) any indirect, incidental, special or consequential loss or damage; (b) loss of actual or anticipated income, profits, contracts, goodwill, or business; (c) loss of revenue or of the use of money; (d) loss of anticipated savings; (e) loss which might reasonably have been avoided or minimised by the User; (f) betterment; and (g) any increased costs or expenses or both.
- 7.4 Subject to Condition 7.1, Northern Lighthouse Board shall have no liability whatsoever for any loss, damage, cost, expense or delay caused by or arising directly or indirectly as a consequence of any of the following:
 - (a) any act, event or omission beyond its reasonable control;
 - (b) force majeure (including adverse weather, storm, high winds, lightning, earthquake, tidal wave storm surge, flood, pandemic or disease, war, riot, civil commotion);
 - (c) strike, lock-out or other industrial dispute (whether or not involving the workforce of Northern Lighthouse Board);
 - (d) interruption, disruption or failure of any utility service or transport network;
 - (e) malicious damage, theft (unless proved to have been committed by an employee of Northern Lighthouse Board) or piracy;
 - (f) wear and tear, leakage, insufficient or unsuitable packing or packaging or latent defect of Goods or Equipment;
 - (g) compliance with any law or governmental or official order, rule, regulation or direction;
 - (h) accident;



- (i) damage to or breakdown of Equipment (including without prejudice to the foregoing generality computer hardware, computer software, telephone, radio satellite or other communication system, alarm, C.C.T.V. or refrigeration equipment);
- (j) loss, deletion or unauthorised access of data;
- (k) fire (including steps to extinguish fire), smoke, radiation, radioactive contamination or explosion;
- (l) temperature variation, exposure to heat or cold or light, vermin, mould, insects, rot or corrosion;
- (m) any Vessel, Goods or Equipment being unfit or in an unsuitable condition for the Service or any Vessel being unseaworthy;
- (n) acts or default of third parties;
- (o) insufficient depth of water at any Quay or its approaches;
- (p) dust emanating from cargoes;
- (q) acts by or on behalf of Northern Lighthouse Board for the preservation of life; and
- (r) the failure of the User or its Representatives to comply with these Terms.

7.5 The burden of proof that any loss or damage was caused by the actionable fault of Northern Lighthouse Board shall be on the User. That such loss or damage occurred within the Base Area or under Northern Lighthouse Board's control shall not satisfy the User's burden of proof.

7.6 Subject to Condition 7.1 and notwithstanding any other provisions of these Terms:

- (a) Northern Lighthouse Board's total aggregate liability in respect of any loss or damage arising out of or in connection with the provision of any Services provided by Northern Lighthouse Board hereunder shall be capped at the fee (exclusive of VAT) charged to the User for those Services provided that, where no fee is charged, Northern Lighthouse Board's liability in respect of the relevant Services shall be capped at £10,000;
- (b) Northern Lighthouse Board shall only be liable in respect of any loss or damage to a Vessel while in the Base Area where caused by Northern Lighthouse Board's negligence or wilful default, and in each such case such liability shall be limited to the lesser of:
 - (i) the market value at the time of the damage or loss of that part or parts of the Vessel to which the claim relates; and
 - (ii) the reasonable cost of repairs (where capable of repairs);
- (c) Northern Lighthouse Board shall only be liable in respect of any loss or damage to Equipment while in the Base Area where caused by Northern Lighthouse Board's negligence or wilful default, and in each such case such liability shall be limited to the lesser of:
 - (i) the market value at the time of the damage or loss of the Equipment to which the claim relates; and
 - (ii) the reasonable cost of repairs;
- (d) Northern Lighthouse Board shall only be liable in respect of any loss or damage to Goods while in the Base Area where caused by Northern Lighthouse Board's negligence or wilful default, and in each such case such liability shall be limited to the lowest of the



following:

- (i) the market value of the Goods lost or damaged and if any claims in respect of a part consignment, then the value only of the part consignment as a proportion of the whole consignment (to be calculated by weight in the absence of specific values for the damaged part);
 - (ii) the reasonable cost of repairs;
 - (iii) in any other case the sum of £1,300 per tonne (pro rata for any part of a tonne) (or any higher general limit of liability figure per tonne in the Road Haulage Association's standard Conditions of Carriage as amended from time to time) unless the nature and value of the Goods had been declared to Northern Lighthouse Board and Northern Lighthouse Board has agreed a higher limit of liability with the User (as evidenced in writing) prior to such Goods arriving at the Base Area.
- (e) subject to Conditions 7.6(a), 7.6(b), 7.6(c) and 7.6(d), the total aggregate liability of Northern Lighthouse Board (if any) to all Users and/or otherwise for any loss, damage, liability, claim, cost and/or expense (including legal costs) arising under, out of or in respect of these Terms (and any associated agreement) shall in no case be more than £1,000,000 (one million pounds) in the aggregate.

In no event shall the Northern Lighthouse Board be liable, and the User and/or Owner shall not bring any claim in respect of, any single incident where the loss, damage, liability, claim, cost and/or expense (including legal costs) arising out of or in respect of it is below £200.

7.7 Nothing in these Terms shall prejudice Northern Lighthouse Board's right to rely on any contract, convention or statutory provision providing for limitation and/or exclusion of liability including the provisions of the Merchant Shipping Acts and subordinate legislation.

7.8 It is a condition precedent to any liability of Northern Lighthouse Board that Northern Lighthouse Board is notified in writing in respect of:

- (a) any damage alleged to have been caused to a Vessel (and to be permitted to inspect such damage) prior to sailing or the commencement of repairs;
- (b) any alleged mis-delivery or loss of or damage to Goods or any deficiency therein together with particulars of the nature and the amount of any claim to be made within 30 days of the Goods leaving the Base Area or within 14 days of their arrival;
- (c) any damage alleged to have been caused to Equipment prior to such Equipment leaving the Base Area.

Failure to meet with these requirements shall absolve Northern Lighthouse Board of any liability whatsoever. In any event Northern Lighthouse Board shall be entitled (and the User and Owner hereby grant permission) to inspect any such Goods or Equipment prior to their disposal or destruction by the Owner.

7.9 Northern Lighthouse Board shall have the following powers in respect of Vessels, Goods and Equipment abandoned in, on or within the Base Area:

- (a) the power immediately to remove, store and where necessary dispose of such Vessels, Goods and Equipment in the case of hazard or other emergency without prior notice;
- (b) the power generally to remove, store and dispose of or sell such Vessels, Goods and



Equipment on reasonable notice to the User (the length of such notice to be determined by Northern Lighthouse Board acting reasonably on a case by case basis). If the identity of the User or the User's contact details are not known to Northern Lighthouse Board then Northern Lighthouse Board can remove and dispose of or sell such Vessels, Goods and Equipment after leaving written notice on the Vessels, Goods and Equipment for a reasonable period of time (the length of such period to be determined by Northern Lighthouse Board acting reasonably on a case by case basis) and all proceeds of any such sale (after deduction of reasonable costs) may be retained by the Northern Lighthouse Board if not claimed within 2 months;

and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal/sale of such Vessels, Goods and Equipment.

7.10

- (a) If Northern Lighthouse Board handles any Vessel, Goods or Equipment whose gross weight is incorrectly stated such handling by Northern Lighthouse Board shall be at the sole risk of the User tendering the said Vessel, Goods or Equipment.
- (b) In particular, Northern Lighthouse Board shall be exempt from all liability whatsoever for deficiency, loss, damage or mis delivery of or to the said Vessel, Goods or Equipment or for delay arising out of, caused or contributed to by the handling by Northern Lighthouse Board of the said Vessel, Goods or Equipment. The person tendering the said Vessel, Goods or Equipment shall be responsible for and shall indemnify Northern Lighthouse Board against all injury (including fatal injury), loss or damage however caused and against all claims made against Northern Lighthouse Board in respect of injury to persons (including fatal injury) or loss or damage to property and against any failure of a load bearing part of any lifting appliance arising out of or caused or contributed to by the handling by Northern Lighthouse Board of the said Vessel, Goods or Equipment.

7.11 The User is under a duty to mitigate any loss or damage suffered or arising out of or in connection with these Terms, including for example, in obtaining salvage.

8 Indemnity

8.1 The User shall be liable for and shall indemnify and hold Northern Lighthouse Board harmless from and against any and all Costs Northern Lighthouse Board, its employees, servants, agents, contractors and/or sub-contractors may suffer or incur in connection directly or indirectly with:

- (a) any act, omission, instruction, misrepresentation, negligence, recklessness, fraud, wilful misconduct or breach of statutory duty of the User or the Owner or any other person having an interest in any Goods, Equipment and/or Vessel;
- (b) any loss, destruction of or damage to any property owned, hired, leased or otherwise provided by Northern Lighthouse Board, its employees, servants, agents, contractors and/or sub-contractors,
- (c) and any sickness, injury or death of any employee, agent, officer, director or invitee of Northern Lighthouse Board or its contractors and/or sub-contractors;
- (d) pollution (including clean-up costs) emanating from any of the User's activities or from property or equipment owned, hired, leased by the User or otherwise provided by Northern Lighthouse Board, its contractors and/or sub-contractors;
- (e) any claims by third parties in respect of loss, damage or destruction of property of any



- description, or any injury or death to third parties;
- (f) the failure of the User to comply with the requirements of any authority;
 - (g) any inaccuracy (or omission) in any warranties, declarations, particulars or information (including without prejudice to the foregoing generality gross weight) given to Northern Lighthouse Board in respect of a Vessel, Goods or Equipment; and
 - (h) the failure of the User to comply with any of these Terms or to take any step which Northern Lighthouse Board shall consider to have been reasonably required to remedy such failure,

including (in any such case, to the extent not already stated) any of the foregoing caused by or attributable to any Representative of the User or by any of their respective employees, except to the extent that such Costs arise through the breach by Northern Lighthouse Board of these Terms.

- 8.2 Any sums payable to Northern Lighthouse Board under Condition 8.1 shall be chargeable to and payable by the User in addition to and subject to the same provisions as the Charges.

The foregoing indemnities shall be deemed to extend to the User's parent companies and/or affiliated and subsidiary companies and where appropriate to co-venturers and their respective directors, officers and employees.

9 Insurance

- 9.1 The User shall effect and maintain at its own cost the following insurance policies with a reputable insurance company to cover potential liabilities which the User may have under these Terms (and any associated agreement) including without limitation:

- (a) the User shall insure any Vessel against:
 - (i) hull and machinery risks;
 - (ii) protection and indemnity risks; and
 - (iii) any risks against which it is compulsory to insure for the operation of the Vessel.

Where the User is not the registered owner of the Vessel, the User shall ensure that the foregoing insurances are in place in respect of the Vessel.

- (b) the User shall insure any Goods and Equipment including all property and all plant, materials and goods delivered to or placed in the Base Area (including the property of Northern Lighthouse Board and that of its employees, agents and contractors in the Base Area) against all perils resulting in loss or damage thereto on customary all risks terms;
- (c) the User shall maintain insurance in respect of injury to or death of any person or loss or damage to any property for an indemnity of not less than £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of the same event;
- (d) the User shall maintain insurance in respect of environmental incident, salvage, public liability and theft, including in each case in the event of negligence, for a sum of not less



than £10,000,000 (ten million pounds) at all times that they or any of their Vessels, Goods or Equipment are in the Base Area.

- 9.2 Northern Lighthouse Board shall advise the User if they require either of the sums so insured under Conditions 9.1(c) and 9.1(d) above to be a figure higher than £10,000,000 (ten million pounds).
- 9.3 The User shall provide evidence of such insurance to the Base Management Team on request.
- 9.4 Northern Lighthouse Board has no responsibility to insure Vessels, Goods and/or Equipment.

10 Miscellaneous Provisions

- 10.1 If and in so far as any part or provision of the Terms is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Terms and the remaining provisions of the Terms shall continue in full force and effect.
- 10.2 The failure of either party to exercise or enforce any right conferred on that party by the Terms shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at anytime or times thereafter.
- 10.3 These Terms and in particular the limitations on liability are intended to enure to the benefit of both Northern Lighthouse Board and its employees, consultants, agents and contractors to which end Northern Lighthouse Board contracts on these Terms on its own behalf and as agent for and trustee for the benefit of its employees, consultants, agents and contractors. Save for those persons, any person who is not a party to any agreement to which these Terms apply shall have no rights under or in connection with it.
- 10.4 All legal relationships and agreements between Northern Lighthouse Board and the User, including without limitation these Terms, shall be governed by the laws of Scotland and the User hereby submits to the exclusive jurisdiction of the Scottish courts in connection therewith, save that Northern Lighthouse Board shall be at liberty to seek any interim relief, arrest or secure property of the User or to take steps to enforce any obligation or judgement against the User in any jurisdiction.
- 10.5 Where the agreed provision of services to the User in respect of passenger embarkation or disembarkation has ended or has not yet commenced, the User is responsible for supervision and care of passengers in the Base Area.
- 10.6 Every visiting Vessel will be supplied with two security passes to enable access/exit via vehicle and pedestrian gate. The User is responsible for the care, appropriate use and return of these passes.
- 10.7 The User shall ensure that any visitors to the Base Area brought or invited by the User who are not passengers, crew, an employee, agent or Representative of the User shall comply with the obligations in Condition 6.3.
- 10.8 In case of emergency during normal operating hours the base reception should be informed immediately. For any emergency out with normal operating hours 999 should be dialled and the appropriate emergency service contacted, Once this is completed the base 24 hour on call staff should be notified. The User shall in the event of an emergency follow such instructions given by Northern Lighthouse Board staff and emergency services as are reasonable and safe. In any event the User shall take such actions in the Base Area as necessary to preserve life, protect the environment and property that are safe and reasonable prior to Northern Lighthouse Board



staff or the emergency services arrival.

11 Interpretation

- 11.1 References in these Terms to “Northern Lighthouse Board” or “NLB” mean the Commissioners of Northern Lights operating as the Northern Lighthouse Board, a non-departmental public body with statutory responsibilities given by Parliament through the Merchant Shipping Acts 1995 whose head office is at 84 George Street, Edinburgh, EH2 3DA.
- 11.2 Words importing the neuter gender only include the masculine and feminine genders, words importing the masculine gender only include the feminine gender and vice versa.
- 11.3 Words importing the singular number only shall include the plural number and vice versa. Where there are two or more persons included in the expression “User” then obligations undertaken by the User shall be obligations undertaken by such persons jointly and severally and their respective executors and representatives whomsoever.
- 11.4 Condition headings are for ease of reference and do not form part of or affect the interpretation of these Terms.
- 11.5 Any phrase introduced by the terms “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 11.6 Any reference to “person” includes any natural person, company, body corporate or unincorporate or other judicial person, partnership, firm, joint venture or trust.
- 11.7 The rights of Northern Lighthouse Board under these Terms are in addition to the rights and powers conferred by statute, which take precedence over these Terms in the event of any inconsistency.
- 11.8 Reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.