



# Terms & Conditions + Tariff Book 2018

**Version:** 3.1  
**Issued on:** 25.05.2018

## Contact Details

**Address:** **DP World Limassol**  
Old Passenger Terminal  
North Quay  
Port of Limassol  
Cyprus

**Tel:** +357 25 858700 Fax: +357 25 661314

**Email:** [info@dpworldlimassol.com](mailto:info@dpworldlimassol.com)

## Document Change Management

Revisions to this document and key updates will be included and tracked within this section.

<b>Version</b>	<b>Date of Release</b>	<b>Change Comments</b>
1.0	January 2017	N/A
2.0	April 2017	Credit terms, Tariff adjustments
3.0	February 2018	T&Cs update, Tariff updates, Indexation
3.1	May 2018	Clarifications on Direct delivery, indexation adjustments, Shuttle, Cargo sorting, Navy vessel rates

### How should I read the DP World Limassol Tariff Book?

This document is in two parts.

Part One details the Port Terms and Conditions whilst Part Two lists the rates applicable at the DP World Port of Limassol.

Part Two of the document is divided by sector; the sectors include:

- Break Bulk
- Liquid Bulk
- Dry Bulk
- Container Handling
- RO-RO Dedicated Car Carrier
- RO-RO Multipurpose Vessel
- Oil and Gas
- Additional Items applicable across all sectors
- Licensed Areas/Premises

The contents section can be used a quick method of navigating the document including document links.

## Contents

### PART 1

1.	Definitions and Interpretation .....	5
2.	Application of Conditions.....	7
3.	Provision of Services .....	8
4.	Customer's Warranties.....	10
5.	Hazardous Goods and Waste.....	12
6.	Documentation, Formalities and Seals.....	12
7.	Import and Export Formalities.....	13
8.	Charges .....	13
9.	Ro-Ro Vessels .....	13
10.	Goods, Equipment and Liens .....	14
11.	Supplier Liability.....	15
12.	Customer Indemnity .....	18
13.	Payment.....	18
14.	Implementation and Transition Arrangements .....	20
15.	Data Protection and Number Plate Recognition .....	20
16.	Governing Law, Complaints and Jurisdiction.....	20
17.	General.....	21
18.	Bribery and Corruption .....	22
19.	Notices .....	22

### PART 2

1.	Break-Bulk .....	24
2.	Dry Bulk .....	27
3.	Container Handling Tariff .....	28
5.	RO-RO Dedicated Car Carrier .....	32
6.	RO-RO Multipurpose Vessel .....	33
7.	Passenger Sector .....	34
8.	Provision of Additional Services – All Sectors.....	35
10.	Licensed Areas/Premises.....	37
11.	Equipment / Labour charges .....	37
12.	Oil and Gas.....	37

# **PART 1**

**DP WORLD LIMASSOL LIMITED**

**GENERAL TRADING TERMS AND CONDITIONS  
FOR THE DP WORLD LIMASSOL MULTIPURPOSE TERMINAL AT  
THE PORT OF LIMASSOL CYPRUS**

## 2018

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words have the following meanings:

**Affiliate** means in relation to any company:

- (a) a company which is either a Holding Company or a Subsidiary of such company; or
- (b) a company which is a Subsidiary of a Holding Company of which such company is also a Subsidiary;

**Applicable Laws** means all applicable international, European and national laws, SOLAS Convention, regulations, regulatory requirements, codes of practice, practice directions of the International Maritime Organisation or the Director of the Department of Labour Inspection, sanctions and byelaws;

**Charges** includes:

- (a) all charges set out in the Supplier's published tariff;
- (b) costs incurred as a result in a change in Applicable Laws; and
- (c) any other charges imposed by the Supplier from time to time in respect of any Services and includes ship dues within the meaning of the Cyprus Port Authority Law 38/1973 (as amended);

**Community System** means the computer system used by the Supplier, shipping lines, agents, forwarders, hauliers, freight operating companies and others for customs clearance and inventory control of imports and exports, and any electronic data system that may succeed it. For the purpose of these Terms and Conditions, Community System also includes any additional electronic systems or interactive services provided by or on behalf of the Supplier for use by the Customer;

**Cruise or Ferry Passenger Services** means Passenger Services provided to or in connection with a cruise vessel, passenger ferry or any other Ship whose primary purpose is the movement of people;

**Customer** includes any person who:

- (a) visits the Port Premises;
- (b) is the Owner of Goods or Equipment delivered, brought into or come howsoever to be upon the Port Premises;
- (c) is the Owner, master or crew of or a Passenger on a Ship which enters the Port Premises;
- (d) by itself, its employees, contractors or agents avails itself of any facility or Services provided by the Supplier;
- (e) is the VGM Declarant; or
- (f) by itself, its employees, contractors or agents seeks to avail itself of any facility or Services provided by the Supplier;

**Concession** means the concession agreement entered into between DPWL and the Government of the Republic of Cyprus and DP World Limassol Limited on 25 April 2016;

**CPA** means Cyprus Port Authority;

**CPA Port Manager** means the port manager at the Port Premises, having powers of a port manager under Cyprus Port Authority Law 38/1973 (as amended);

**Customs & Excise** means the Republic of Cyprus Department of Customs and Excise;

**Cyprus** means the Republic of Cyprus;

**DPWL** means DP World Limassol Limited

**Equipment** means any plant, machinery, container package, case, pallet, vehicle (private or commercial), trailer, truck of any description;

**Goods** means cargo of whatever nature;

**Holding Company** has the meaning given to it in section 148 of the Cyprus Companies Law, Cap 113;

**ISPS Code** means the International Ship and Port Facility Security Code forming part of the **SOLAS** Convention;

**CPIC** means CPA Identity Card, the road haulage identity system operated by the CPA;

**Luggage** means any property travelling with a Passenger but excludes any Goods contained in or carried on board a Ship;

**Manager** means any manager duly appointed from time to time by the Supplier to be in charge of a department, division or operation at or on the Port Premises and/or any CPA Port Manager appointed by DPWL and includes his or her deputies and assistants;

**Owner** means:

- (a) when used with reference to Goods or Equipment includes the owner, container owner, container lessee, agent, bailee, consignor, consolidator, consignee, freight operating company or other person in charge of the Goods or Equipment and their respective agents in relation thereto;
- (b) when used with reference to any Ship includes the registered owner, agent, charterer (time, voyage or demise), line operator, manager, master or other person in charge of the Ship; and
- (c) when used with reference to any road or rail vehicles includes the owner, agent, driver or other person in charge of the vehicle;

**Passenger** means any person using the Port Premises as the point of embarkation or disembarkation in connection with travelling on a Ship;

**Passenger Services** means services provided to or in connection with Passengers and their Luggage including but not limited to the provision of terminal facilities for the embarkation or disembarkation of Passengers and their Luggage, clearance through Customs & Excise of Passengers and their Luggage and any other ancillary services related to Passengers and their Luggage;

**Port Premises** means the port premises as defined in the Concession and shown tinted in yellow colour on the Plan;

**Ro-Ro** means roll-on roll-off cargo of any nature;

**Services** means any operation, work or services performed or provided by the Supplier in connection with Goods, Equipment or a Ship and in particular with the berthing, unberthing, moving and servicing (including bunkering or watering) or repairing of any Ship or Equipment, the shipping and unshipping of Goods, the sorting, weighing (including container weighing and associated services in order to verify or establishing the VGM), marking, checking, recording, cooping, storing, devanning or revaning, and general handling and movement of Goods and Equipment by road, rail or otherwise, the embarking, disembarking and movement of crews and passengers and the provision of VBS;

**Ship** means any vessel, containership, barge, lighter, non-displacement craft, hydrofoil, hovercraft or other vessel of any description or any part thereof;

**Shipper** means a legal entity or person named on the bill of lading or sea waybill or equivalent multi-modal transport document (e.g. "through" bill of lading) as Shipper and/or who (or in whose name or on whose behalf) a contract

of carriage has been concluded with a shipping company with respect to a packed container or containers being handled at the Port Premises;

**SOLAS Convention** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

**SOLAS Guidelines** means the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organisation;

**Subsidiary** has the meaning given to it in section 148 of the Cyprus Companies Law, Cap 113

**Supplier** means the relevant entity providing the Services and will be either DPWL or an Affiliate of DPWL;

**VBS** means the vehicle booking system operated by the Supplier;

**VGM or Verified Gross Mass** means the total gross mass of each and every packed container which is either provided by the Customer or the Supplier (as the case may be) prescribed by the SOLAS Convention and these Terms and Conditions;

**VGM Charges** means:

- (a) all charges incurred in obtaining the VGM to take account of the SOLAS Convention, including but not limited to, checking the existence of a VGM in the Goods documentation, establishing the VGM, additional transport, shunting, handling, re-handling, de-stuffing, stuffing and storage; and
- (b) the charges set out in Appendix 1 to these Terms and Conditions (to be provided subject to offering service);

**VGM Cut-off** means 24 hours prior to the estimated arrival time of a Ship as first communicated to the Customer; and

**VGM Declarant** means the Shipper or another person on behalf of the Shipper.

- 1.2. Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.3. Clause headings and sub-headings are for ease of reference and do not form part of or affect the interpretation of these Terms and Conditions.
- 1.4. Appendices are part of these Terms and Conditions and are incorporated as an integral part which may be amended by the Supplier from time to time.
- 1.5. References to each party herein include references to its successors in title and permitted assignees and novates.
- 1.6. Any phrase introduced by the terms "including", "include", "in particular", or any similar expression are to be construed as illustrative and do not limit the sense of the words proceeding those terms.
- 1.7. Any reference to "person" includes any natural person, company, body corporate or unincorporate, or other judicial person, partnership, firm, joint venture or trust.
- 1.8. References to any statute or statutory provision are to be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced except to the extent that any amendment, consolidation, modification, extension, re-enactment or replacement after the date the parties entered into a relationship would extend or increase the Supplier's liability. In the event that any liability or duty arising hereunder attaches to more than one Customer, such liability or duty is joint and several.

## **2. Application of Conditions**

2.1. Save as otherwise specifically provided, these Terms and Conditions apply:

- (a) to all Services performed by the Supplier whether directly or indirectly and whether within the area of the Port Premises or elsewhere; and

- (b) to all or any access of or by any Goods, Luggage, Equipment, Passenger, person or vehicle to or from the Port Premises; and
  - (c) to all other relationships, whether contractual or otherwise and whether created with or without the agreement of the Supplier.
- 2.2. Each Customer warrants that it acts as agent for each and every (other) Owner of the Goods, Equipment or Ship as the case may be and will procure acceptance of these Terms and Conditions by each and every Owner. In the absence of express acceptance by the Customer of these Terms and Conditions, acceptance is implied in the event of the entry or delivery of any Ship, Passenger, person, Goods, Luggage or Equipment into or onto the Port Premises and/or the submission of any documentation via the Community System or otherwise or oral application to the Supplier for entry to the Port Premises or for any Services or the use of any facility by or on behalf of any Customer.
- 2.3. Subject to clauses 2.6 to 2.10, these Terms and Conditions constitute the entire agreement between the Supplier and the Customer and supersede any previous agreement or arrangement between them relating to the subject matter hereof and it is expressly declared that no variation to these Terms and Conditions is effective unless made in writing and signed by the duly authorised representatives of both parties.
- 2.4. No printed terms or conditions of any purchase order or other correspondence or documents issued by the Customer at any time in connection with the Services apply.
- 2.5. These Terms and Conditions are in addition to and not in substitution of the rights and powers of DPWL conferred by the Concession.
- 2.6. Where the Customer is issued with any security pass or CPIC Identification Card in connection with its access to the Port Premises, the Customer must comply with any additional terms and conditions governing the use of such security pass or CPIC Identification Card.
- 2.7. The Supplier may issue separate terms and conditions governing the provision of specialist services. Unless specified otherwise in writing, such additional terms and conditions apply in respect of the specialist services but these Terms and Conditions also continue to apply to the extent they are applicable.
- 2.8. Where the Customer uses the VBS then such use is subject to the terms of access and use of the VBS which can be found at <http://www.dpworldlimassol.com> or can be separately provided on request (to be provided subject to offering service);
- 2.9. Use of the Community System is subject to the standard terms of use for the Community System which are available from Community Network Services Limited upon request.
- 2.10. For the avoidance of doubt, where the Customer is acting or purports to act as an agent for a principal then it contracts with the Supplier on these Terms and Conditions.
- 2.11. In respect of Passenger Services:
- (a) no Cruise or Ferry Passenger Services will be provided at the Port Premises without the express prior agreement of the Supplier and the express agreement of further Terms and Conditions to apply to those services; and
  - (b) any Passenger Services other than Cruise or Ferry Passenger Services provided at the Port Premises are provided subject to these Terms and Conditions and also the Passenger Terms and Conditions available from the CPA Port Manager on request.
  - (c) Any Customer who is the Owner of a Ship in respect of which Cruise or Ferry Passenger Services are provided to Passengers shall take all reasonable steps to notify all Passengers of the relevant provisions of these Terms and Conditions.

### **3. Provision of Services**

- 3.1. The Supplier warrants that the Services will be carried out with reasonable skill and care.



- 3.2. The Supplier will exercise reasonable despatch in executing orders for its Services but will not be liable for any delay whatsoever, howsoever caused.
- 3.3. Goods and Equipment which for any reason cannot be delivered at the time of landing ex-ship will be placed on the quays, in a transit shed or elsewhere within the Port Premises **at the expense and sole risk of the Customer**. Charges for transit shed and quay rental will be made where appropriate.
- 3.4. The Supplier reserves the right to:
- (a) appoint sub-contractors to perform all or any part of the Services;
  - (b) transfer any of its functions in accordance with the provisions of the Concession;
  - (c) at any time before it commences the performance of any Services, serve written notice on the Customer declining to undertake the performance of such Services and giving reasons for so declining;
  - (d) **suspend the provision of any Services in the event of any breach** of these Terms and Conditions by the Customer;
  - (e) suspend the provision of any Services in the event that the Supplier reasonably believes the Customer is attempting to damage or disrupt the Community System or any other electronic system provided by or on behalf of the Supplier.
- 3.5. Subject to clause 11, in the event the Supplier declines to perform the Services or suspends performance of the Services in accordance with clauses 3.4(c) to 3.4(e) respectively, the Supplier will not have any liability for any loss or damage to Ships, Goods, Luggage or Equipment arising out of the non-performance or cessation of performance of the Services.
- 3.6. In the case of the Supplier declining to perform any Services by written notice in accordance with clause 3.4(c), for any reason other than its own inability to perform the Services, the Customer must, at its own expense, remove any Goods, Luggage or Equipment or both from the Supplier's premises within 30 days of the date of said notice, failing **which the Supplier may so remove them at the expense and risk of the Customer**.
- 3.7. In the event the Supplier suspends provision of the Services in accordance with clauses 3.4(c) to 3.4(e) and declines to recommence the provision of the Services, the Supplier will notify the Customer and the Customer must, at its own expense, remove any Goods, Luggage or Equipment from the Supplier's premises within 30 days of the date of said notice failing **which the Supplier may so remove them at the expense and risk of the Customer**.
- 3.8. Without prejudice to the generality of the foregoing, where it becomes exceptionally difficult to provide the Services due to unsoundness of the Goods, bad or collapsed stowage, damage to the Goods or the Vessel or other matter creating exceptionally difficult working conditions (including but not limited to adverse weather conditions) then the Supplier may in its absolute discretion elect whether to perform or provide or continue to perform or provide the Services. If it should so elect and inform the Customer, then the Supplier will not be liable for any loss or damage whatsoever howsoever caused (including where caused by the negligence of the Supplier, its employees, agents or independent contractors) to the Goods or the Vessel including any claim for loss of use or loss of a particular market and the Customer shall indemnify the Supplier against all proceedings claims and expenses arising out of or consequent on any such election by the Supplier including all proceedings claims and expenses relating to the handling of Goods on the quay or in a transit shed. The Supplier by reason of its specialised knowledge shall be the sole arbiter as to whether (i) a cargo is exceptionally difficult to work, or (ii) the prevailing weather conditions permit the Services to be provided.
- 3.9. Where cargo is not sound cargo able to be worked under normal conditions on a normal vessel or, at the discretion of the Supplier, for any other reason such that a reasonable rate of receiving loading or discharging delivering is not achievable, and in such regard the Supplier by reason of its specialised knowledge shall be the sole arbiter, then the rates per tonne specified from time to time by the Supplier shall not be applicable but shall be substituted by the Supplier charges for labour plant gear and equipment and, in addition, all extra costs charges and expenses incurred by the Supplier shall be repaid by the Shipowner of the vessel and/or Agent representative of the vessel.

- 3.10. The Customer acknowledges and agrees that the Supplier has absolute discretion pursuant to the terms of the Concession, in the allocation of berths, rail terminal capacity, quay plant, machinery, cargo handling gear, labour and storage space.
- 3.11. The acceptance by the Supplier of Goods for shipment does not imply any warranty that such Goods will be shipped. The acceptance or refusal of Goods for shipment is the responsibility of the Customer and not the Supplier.

### **Container Weighing**

- 3.12. In accordance with the SOLAS Convention the Customer is required (among other things) to:
- (a) establish the VGM of a packed container including any Goods which are placed on or in a single container of any type, which is regulated by the International Convention for Safe Containers (CSC); and
  - (b) ensure that, once established, the VGM is communicated in the relevant shipping documents in advance to the Ship's master and to the Supplier.
- 3.13. At the Port Premises the Customer will (through the Community System) be required to:
- (a) provide the VGM; or
  - (b) indicate that it requires the Customer to provide the VGM.
- 3.14. In the event the Customer has provided the VGM through the Community System to the Supplier, the Supplier shall rely in good faith, without further investigation, on the purported VGM.
- 3.15. The Customer warrants and represents that any VGM it provides or provided on its behalf to the Supplier (other than a VGM provided by DPWL) has been obtained in using appropriately calibrated and certified equipment in compliance with Applicable Laws.
- 3.16. If either:
- (a) a packed container has been received by the Port Premises but the VGM for such packed container is not received by the Supplier from a Customer before the VGM Cut-off; or
  - (b) the Customer requests (through the Community System) that the packed container be weighed by the Supplier; or
  - (c) the VGM provided by the Customer is found to be +/- 500kg or +/- 5% of the VGM weight as determined by the Supplier,

then the Supplier shall obtain the VGM for such packed container using appropriately calibrated and certified equipment as required by Applicable Laws and, for the purpose of paragraphs (b) and (c), the VGM shall replace the VGM for that container previously provided by a VGM Declarant.

- 3.17. The Supplier will not load a packed Container onto a Ship if the VGM provided by the Customer or established by the Supplier in accordance with clause 3.16 above shows a VGM greater than the maximum gross mass indicated on the safety approval plate under the International Convention for Safe Containers as amended from time to time (an **Overweight container**).
- 3.18. The Customer agrees and warrants to pay the VGM Charges including all cost and charges associated with Overweight containers, delays or missed sailing.

## **4. Customer's Warranties**

- 4.1. Each Customer which avails itself of any Services provided by the Supplier in respect of any Goods, Equipment or Ship warrants to the Supplier that it has the authority of all Owners having any title to or interest in Goods, Equipment or Ship including (without limitation) in respect of any Luggage travelling with any Passenger to accept these Terms and Conditions on their behalf as well as on its own behalf as principal and has specifically notified these Terms and Conditions to such persons.

- 4.2. All such Owners, including finance companies, lessors and others having or claiming to have title to or an interest in Goods, Equipment or Ship are advised that unless the Supplier is notified in writing of their title or interest in any particular Goods, Equipment or Ship prior to the commencement of any relationship between the Supplier and the Customer, these Terms and Conditions are deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Goods, Equipment or Ship are subordinated to the rights of the Supplier hereunder.
- 4.3. The Customer warrants that it will procure that the rights, exceptions, defences and limits available to the Customer as regards third parties, either by statute or by contractual terms, are extended to the Supplier in so far as lawfully possible in relation to those third parties. For the purpose of this Clause 4.3, this shall, where applicable, include such rights, exceptions, defences and limits available to the Customer as regards any Passengers.
- 4.4. The Customer warrants that its employees (and those of any agents or contractors it may engage including without limitation hauliers) are properly trained and competent (which for this purpose, includes the ability competently to read and speak English to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to the Supplier or the inputting of any information into any electronic service or system operated or managed by or on behalf of the Supplier whether such instruction or input of information is given in writing, orally, electronically or by any other means. The Customer further and separately warrants that such persons have the full authority to give such instructions or input such information.
- 4.5. The Customer warrants that it has obtained or will obtain and maintain at its own expense, all necessary licences and authorisations and has complied or will comply with all Applicable Laws relating to the carriage, handling, storage and movement of Passengers, Goods and or Equipment.
- 4.6. The Customer warrants (unless otherwise specified in writing to the Manager) that any Goods, Equipment or Ship which it delivers, directs to or causes to be upon the Port Premises:
- (a) are not dangerous or hazardous to health, property or the environment or poisonous, flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while on the Port Premises;
  - (b) are not toxic or liable to give off any injurious emission, including dust, gas, fumes, liquid or radiation;
  - (c) are not infested, verminous, rotten or subject to fungal attack and not liable to become so while on the Port Premises;
  - (d) are not over-heated or under-heated or liable to become so while on the Port Premises;
  - (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods, Equipment or Ship or the Port Premises or the environment adjacent thereto or more generally;
  - (f) do not require for their safekeeping any special protection (other than as may be agreed in writing between the Supplier and the Customer) 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 Port Premises or in covered accommodation (if agreed in writing with the Supplier);
  - (g) contain no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
  - (h) are properly and sufficiently packed, marked, documented and labelled, in accordance with all Applicable Laws for all shipping, cargo handling, despatch, customs and like purposes;
  - (i) are fit for their intended purpose and are in a fit and proper condition to be handled or otherwise dealt with by the Supplier, its equipment and its employees, agents and contractors.
- 4.7. The Customer warrants that it will take all reasonable steps to procure that any Luggage travelling with any Passenger complies with the terms of Clause 4.6.

- 4.8. The Customer warrants that it will immediately inform and keep informed the Manager of any occurrence or incident which might affect the safe and efficient operation of the Port Premises or other persons at the Port Premises or result in adverse environmental impact.
- 4.9. The Customer must take, at its own cost, such reasonable steps with respect to that Customer, or that Customer's Goods, Equipment or Ship to prevent, minimise, control or eliminate any danger, inconvenience or adverse environmental impact as may be required by the Supplier.
- 4.10. The Customer must not and warrants that it will not and will procure that Passengers will not:
- (a) use any devices which transmit radio signals or attempt to block radio signals (including without limitation GPS) whilst on the Port Premises;
  - (b) interfere with any systems, communication links and equipment or computer hardware and software whilst on the Port Premises;
  - (c) use or attempt to use any devices or software to gain access to unauthorised data and information; without the prior written consent of the Supplier except that the Customer may use marine band and radar radio frequencies.
- 4.11. In respect of any Ship of which the Customer is the Owner, the Customer warrants and undertakes to ensure that the Ship is operated in compliance with all Applicable Laws and international standards in relation to safety, stability, seaworthiness, fitness for purpose and security, including any regulations introduced pursuant to the ISPS Code.

## **5. Hazardous Goods and Waste**

- 5.1. No waste material or Goods of a dangerous, hazardous or poisonous nature will be handled by the Supplier except by prior agreement with the CPA Port Manager and then only in accordance with the conditions prescribed by the CPA Port Manager and all Applicable Laws. The Supplier's policy for handling such material can be provided upon request. Without prejudice to the above, the handling of goods requiring fumigation must be in accordance with the Supplier's Safe Code of Practice for Fumigation (also available upon request).
- 5.2. The Customer warrants that any waste material or Goods of a dangerous, hazardous or poisonous nature or any Equipment containing such material or Goods are properly marked with any 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.

## **6. Documentation, Formalities and Seals**

- 6.1. All documentation submissions including (without limitation) delivery orders, sub-orders, shipping notes/advices, consignment notes, documents of title, Goods handling instructions, cargo stowage plans, cargo manifests, cargo loading list, hatch lists/discharge lists, hazardous and dangerous cargo declaration, details of type and capacity of cargo handling gear for all Goods, Passenger manifest (in each case as applicable) and orders for any Services must be submitted to the Community System (where the facility for submission is generally available) not less than 24 hours (or such shorter time as may be agreed in writing by the Supplier) before the Services are required to be performed. Any order given orally must be confirmed by or on behalf of the Customer via the Community System (where the facility for submission is generally available) or, in writing within 24 hours (where the facility for submission is not generally available).
- 6.2. All other notifications or communications must be made in accordance with clause 19. No communication may be made to or will be accepted by the Supplier in the form of a facsimile transmission.
- 6.3. The Supplier is not liable for any failure, disruption or other malfunction of the Community System.
- 6.4. The Customer is entirely responsible for compliance with formalities and procedures prescribed by any statutory, Government or local Government departments including, without limitation, [the Cyprus Ports Authority, the Ministry of Commerce, Industry and Tourism of the Republic of Cyprus, the Department of Merchant Shipping, the Ministry of Finance, the Ministry of Transport, Communications and Works, the Department of Customs and Excise and the Department of Labour Inspection]. The Supplier is not liable for any acts or omissions of any of

the foregoing bodies or any losses, claims or delays resulting from those acts or omissions including, without limitation, in respect of damaged Goods and Goods not satisfactorily re-vanned by the Supplier.

- 6.5. Unless agreed otherwise in writing, the Supplier is not responsible for checking seals or seal numbers and is not required to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Supplier then no representation is made by the Supplier as to the accuracy of the number noted or to the condition of the seal.

## **7. Import and Export Formalities**

- 7.1. Authorisation for the removal of imported Goods and Equipment will not be granted by the Supplier unless such Goods and Equipment are correctly released and cleared with no statutory authority holds applied via the Community System, or local holds that may be applied via equipment control systems operated by or on behalf of the Supplier. Goods and Equipment which fall outside the scope of the Community System are subject to acceptance of other documentation as prescribed from time to time by the Manager so that the Goods and Equipment may be released to nominated persons.
- 7.2. All Goods and/or Equipment brought to the Port Premises for shipment will only be accepted by the Port Premises if correctly entered by or on behalf of the Customer on the Community System and arriving at the Port Premises within the receiving period agreed by the Manager.
- 7.3. The Customer must ensure that any hazardous Goods are pre-entered as such on the Community System and must include the IMDG class and UN number. Such hazardous Goods must be labelled by or on behalf of the Customer in accordance with all Applicable Laws and accompanied by a duly authorised dangerous goods note.
- 7.4. Goods which fall outside the scope of the Community System must be accompanied by a standard shipping note, unit load note, dangerous goods note, vehicle condition report or temperature control document, as agreed with the Manager not later than
- (a) the arrival of trucks/lorries conveying such Goods and/or Equipment at the Port Premises in respect of Goods and/or Equipment brought to the Port Premises by road.
- 7.5. Subject to alternative arrangements being agreed in writing with the Supplier, a standard shipping note, unit load note, dangerous goods note, vehicle condition report, temperature control document or other document accompanying the Goods or Equipment must specify marks and number of packages, description of Goods, gross weight, VGM or request for Supplier to provide the VGM, any weight imbalances, cubic measurement, name of the Ship, port to which the Goods or Equipment are to be shipped, any special carriage or storage requirements of the Goods and the name and address of the Customer or Customer's agent to whom Charges are to be rendered.
- 7.6. The Customer is responsible for all import duties, export duties, fines, charges and imposts relating to the Goods. The Customer indemnifies the Supplier against any claims made against the Supplier by Customs & Excise or any other Government or regulatory agency and any other costs, charges and expenses in respect of any Goods under bond.

## **8. Charges**

- 8.1. The Supplier shall charge the Charges for the Services in accordance with the provisions of Part 1 and Part 2 of these Terms and Conditions.
- 8.2. In addition to these provisions, the Supplier shall be entitled to charge the Customer additional fees for accidents or spills caused by the Customers, general non-performance or for breach of these Terms and Conditions or any Applicable Laws or for not acting with reasonable skill and prudence which may result to delays, costs or any additional work to be performed by the Supplier.
- 8.3. Passenger handling charges will be applicable for each individual Passenger joining or leaving a Ship, including Passengers (or other persons) in transit who use the Port Premises to go ashore and return to the Ship.

## **9. Ro-Ro Vessels**

- 9.1. Where Supplier resources are used in connection with delivery of in-bound Ro-Ro items from point of rest, or to receive to point of rest for out-bound items, the Supplier will charge 100% of the applicable general cargo handling rate.
- 9.2. Ro-Ro Mafi trailers and flats will be charged at the appropriate storage rate.
- 9.3. Supplier assumes no liability for second hand vehicles

## **10. Goods, Equipment and Liens**

- 10.1. *To the extent permitted by any applicable laws, codes or regulations”, so that the rights given to the customs under the customs code law (94(I)/2004) are not affected,* the Supplier will, at its sole discretion, have the following powers in respect of Goods, Luggage and Equipment abandoned, neglected or left unattended, whether wilfully or by default, on the Port Premises:
  - (a) the power immediately to remove Goods, Luggage and Equipment in the case of a hazard or other emergency (and to dispose of such Goods, Luggage and Equipment where necessary) without notice;
  - (b) the power generally to remove, store, dispose of or sell Goods and Equipment on reasonable notice to the Customer (the length of such notice to be determined by the Supplier on a case by case basis);
  - (c) in the case of DPWL, the power to remove, dispose of or sell Goods and Equipment. Any such sale to be on the basis of the best offer immediately available, which may or may not amount to as much as the Customer (or any other person interested) may believe the Goods or Equipment to be worth in any specialist market place, and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Goods or Equipment.
- 10.2. The Supplier will have a general, as well as a particular lien on all Goods, Equipment and documents relating to Goods and Equipment in its possession custody or control for all and any sums due to the Supplier at any time from the Customer or any other person interested in the Goods or Equipment whether in relation to the same Goods and Equipment or otherwise. The Supplier will be entitled to sell or dispose of such Goods or Equipment or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums upon 14 days' written notice to the Customer.
- 10.3. *To the extent permitted by any applicable laws, codes or regulations”, so that the rights given to the customs under the customs code law (94(I)/2004) are not affected,* in the event that any Goods or Equipment held pursuant to the lien under clause 10.2 are perishable and in the view of the Manager it is impracticable to give the notice required by clause 10.2 because the Goods or Equipment will, or may, deteriorate in value during the delay occasioned by the giving of the notice, the Supplier may sell the Goods and Equipment without giving the said notice, but will as soon as practicable inform the person to whom the notice would have been given of the action being taken.
- 10.4. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Supplier or its agents (including all costs) pursuant to clauses 10.2 and 10.3 the Supplier will be discharged of any liability whatsoever in respect of the Goods, Equipment or documents.
- 10.5. In relation to any Goods or Equipment:
  - (a) whose gross weight or VGM (as applicable) is incorrectly stated;
  - (b) whose gross weight or VGM (as applicable) exceeds the maximum gross weight appropriate for any handling equipment used (whether or not the Supplier knows at the time of such handling that the gross weight exceeds the appropriate gross weight for such handling equipment); or
  - (c) whose weight distribution does not facilitate the safe onward transportation of such Goods or Equipment, whether by rail, road or otherwise

the Supplier reserves the right not to handle such Goods or Equipment, but, in the event that the Supplier does handle such Goods or Equipment such handling by the Supplier will be at the sole risk and cost of the Owner(s) of the Equipment or Goods.

- 10.6. In the circumstances described in clause 10.5, subject to clause 11.4 , the Supplier will be exempt from all liability whatsoever for deficiency, loss, damage, delay, taint or misdelivery of or to the Goods or to the Equipment or for delay arising out of, caused or contributed to by the handling by the Supplier of the Goods or the Equipment.
- 10.7. The Customer must notify and must procure that any Owner other than the Customer notifies the Manager as soon as the Customer becomes aware of any overloading or uneven loading or any failure of a load bearing part of any lifting appliance or of the Equipment.
- 10.8. The Customer is responsible for insuring its Goods or Equipment against any loss, theft or damage which they may sustain within the Port Premises.
- 10.9. Where applicable, the Supplier's right to detain a Ship is (to the extent not already granted by statute) to apply to all Charges due to the Supplier arising out of any Services, any call of the Ship including quay rent incurred by Goods or Equipment discharged from or awaiting loading onto the Ship. Subject to the provisions of the Applicable Laws, the Supplier has the power to sell the Ship and / or its fittings if any charges remain unpaid 7 days after a Ship is detained. The proceeds of such a sale will be allocated, after all mandatory provisions of the Applicable Laws shall have been satisfied, to the Supplier's unpaid charges, then to any unpaid charge due to those entities who performed part of the Services before any surplus is returned to the Owner of the Ship.
- 10.10. The Supplier has the right to open any Equipment to access any Goods contained in that Equipment.

## **11. Supplier Liability**

### ***Negligence or wilful act or omission only***

- 11.1. The Supplier is exempt from all liability whatsoever for deficiency, loss, damage, taint, delay, accuracy, failure or mis-delivery of or to Goods or Equipment or damage or delay to a Ship, however or whenever caused except upon proof by the Customer (otherwise than by evidence only of such deficiency, loss, damage, delay, or mis-delivery) that the deficiency, loss, damage, delay, mis-delivery, accuracy or failure was caused by the negligent or unlawful act or omission of the Supplier.

### ***Force majeure etc.***

- 11.2. Subject to clause 11.4, the Supplier has no liability whatsoever (whether for negligence or otherwise) for deficiency, loss, damage, taint, or mis-delivery or delay, accuracy or failure to a Ship or Equipment or Goods or any deficiency therein if the same arises out of or is caused by any of the following:
  - (a) force majeure including, storm, tempest, lightning, snow, ice, drought or flood;
  - (b) fire (including steps taken for the extinguishment thereof), explosion or smoke;
  - (c) strikes, combinations, lock-outs, go-slows, blockades, or other industrial action (whether lawful or not) by any person or anything done in the course of furtherance of a trade dispute;
  - (d) improper, insufficient, indistinct or erroneous marking or addressing of Goods or Equipment;
  - (e) improper or insufficient packaging of Goods or Equipment;
  - (f) any inherent defect, flaw or quality of the Goods or Equipment;

- (g) any act of the Supplier, its employees, agents or contractors reasonably necessary for the safety or preservation of persons, the Port Premises, a Ship and/or any Goods and Equipment;
- (h) theft or wilful damage unless proved by the Customer to have been committed by the Supplier;
- (i) vermin, insects, fungal attack, rot or corrosion;
- (j) heat or cold;
- (k) any act directly or indirectly occasioned by happening through or in consequence of war, threat of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism or acts of terrorism;
- (l) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any de jure or de facto government;
- (m) civil disobedience at or in the vicinity of the Port Premises;
- (n) shortage of berthing space, labour, plant deficiency, fuel or power or any form of storage accommodation;
- (o) insufficient depth of water at any berth or the approaches thereto or the unsafe condition of any berth;
- (p) late receipt of Customs & Excise entries or deliveries or landing orders, disputes in respect of documents, or declarations made for entry purposes by or on behalf of any person, delay in passing Customs & Excise entries or obtaining clearance of the Goods, or omission of information from or an incorrect statement in any order to the Supplier relating to the Goods or Equipment;
- (q) the total or partial failure of the Community System or any other electronic services or systems offered at any time by or on behalf of the Supplier including the total or partial failure of any communication links with those services or systems;
- (r) human error on the part of the Supplier, its employees, agents or contractors in inputting any information into any electronic service or system operated or managed by the Supplier or its contractors;
- (s) compliance with the instructions or order of Customs & Excise or any other regulatory or statutory body or court of law, in any jurisdiction;
- (t) any other cause or event which the Supplier is unable to avoid and the consequences of which the Supplier is unable to prevent by the exercise of reasonable care;
- (u) any failure by a Customer or third party to comply with the requirements of the SOLAS Convention or these Terms and Conditions including inaccuracies in the provided VGM or receipt of an Overweight container or the Supplier not receiving the VGM within the VGM Cut-off.

***Financial and consequential losses etc.***

- 11.3. The Supplier is under no liability whatsoever (whether for negligence or otherwise) for any loss of income, loss of profits or loss of contracts, hire costs, survey costs, legal expenses, de-vanning or re-vanning costs, packing costs or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of statutory duty, contract or otherwise.

***Death and personal injury***

- 11.4. Nothing in these Terms and Conditions excludes or in any way limits the Supplier's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.



## **Liability Cap**

11.5. Subject to clause 11.4, the total liability of the Supplier for any loss, damage, claim, cost or expense in respect of any one event or occurrence or series of incident arising from a common cause or series of related incidents in the aggregate will in no case be more than €[1,000,000] and will be the lowest of the following as applicable:

- (a) Ship:
  - i) the value of that part or parts of the Ship to which the claim relates at the time of the damage or loss;
  - ii) the reasonable cost of repairs (as agreed between surveyors appointed by the Supplier and the Owner).
- (b) Equipment:
  - i) the reasonable cost of repairs;
  - ii) the depreciated value of the Equipment to which the claim relates at the time of the damage or loss;
  - iii) the sum of: (a) €[2,000] per dry van/general purpose container; (b) €[5,000] per refrigerated container; or (c) €[3,000] per any other unit of Equipment;
  - iv) in the case of any other Equipment owned or operated by the Customer not previously referred to in this clause 11.5, subject to a limit of €[20,000], the lesser of the reasonable cost of repair and the depreciated value.
- (c) Goods:
  - i) in the case of loss or damage to Goods arising out of the performance of the/a contract of carriage, the defences and limits available to the carrier under the said contract of carriage;
  - ii) the value of the Goods affected to which the claim relates; 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);
  - iii) the reasonable cost of repairs;
  - iv) in any other case the lesser of:
    - A) the sum of €[1300] per tonne (or pro rata for any part of a tonne); or
    - B) the sum of €[52,000] per packed container in the case of containerised Goods; or
    - C) the sum of €[35,000] per packed container in the case of break bulk or non-containerised Goods,

unless the nature and value of the Goods had been declared to the Supplier and the Supplier has agreed a higher limit of liability with the Customer (as evidenced in writing) prior to such Goods arriving at the Port Premises.

## **De minimis**

11.6. The Customer may not bring any claim in respect of any single incident below the de minimis limit of €[1000].

11.7. Notwithstanding clause 11.5, the Supplier has the right, in any circumstance, to elect to rely on (in the alternative) any relevant statutory provision providing for limitation and/or exclusion of liability including, but not restricted to, the provisions of the Merchant Shipping (Registration of Ships, Sales and Mortgages) Law 45/1963.

11.8. It is a condition precedent to the liability of the Supplier that the Supplier is notified in writing to the CPA Port Manager by email to: [info@dpworldlimassol.com](mailto:info@dpworldlimassol.com)

- (a) of any damage alleged to have been caused to a Ship and to permit inspection thereof prior to sailing;
- (b) within 30 days of their arrival at the Port Premises (in the case of import Goods) or 60 days of their removal from the Port Premises, of any alleged misdelivery 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;
- (c) of any damage alleged to have been caused to Equipment prior to such Equipment leaving the Port Premises. In any event the Supplier is entitled (and the Customer hereby grants permission) to inspect any such Goods or Equipment prior to their disposal or destruction by the relevant Owner.

11.9. Notwithstanding the provisions of clause 11.8 and subject to clause 11.4, the Supplier will, in any event, be discharged of all liability whatsoever howsoever arising unless proceedings are brought within 12 months from the date of the event or occurrence alleged to have given rise to a cause of action against the Supplier.

11.10. These Terms and Conditions and in particular the limitations on liability are intended to inure for the benefit of both the Supplier and its employees, agents and contractors to which end the Supplier contracts on these Terms and Conditions on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors. The Customer agrees that the exclusions and limitations on the Supplier's liability benefits the Supplier's contractors, employees and agents and anyone else who may be vicariously liable for act or omissions of such a person.

11.11. The Supplier is entitled, in its absolute discretion, **to reduce a claim for betterment.**

11.12. The Customer is under a duty to mitigate its losses, including for example, to obtain salvage.

## **12. Customer Indemnity**

12.1. The Customer is liable for and will indemnify and hold harmless the Supplier against any and all fines, claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred, whether or directly or indirectly, by the Supplier, its employees, servant, agents or sub-contractors and howsoever caused, even if contributed to by the negligence of the Supplier, its employees, servant, agents or sub-contractors, which arise out of or in connection with:

- (a) accidents, spills or delays caused by the Customers, the failure of the Customer or any Passenger to comply with any of these Terms and Conditions or the requirements of any Applicable Laws or the taking of any step which the Supplier considers to have been reasonably required to remedy the same or to comply with the requirements of any authority in any jurisdiction;
- (b) any act wherever carried out, omission or instruction, misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of the Customer, any Owner or any other person interested in the Goods, Luggage, Equipment or Ship;
- (c) the nature, state, weight (including within the circumstances in clause 10.5), fitness for purpose, packaging, character, labelling or presentation of the Customer's Goods or Equipment; or
- (d) damages resulting from the Customer's use of the berths or any of the Port Premises.

12.2. Any sums payable hereunder are chargeable to and payable by the Customer in addition to and subject to the same provisions as the Charges.

## **13. Payment**

13.1. Unless otherwise agreed in writing all charges must be paid:

DP World Limassol's payment terms are the following:

1. DP World Limassol Ltd will issue all invoices to shipping agents. No invoices will be issued to customs' clearing agents.
2. All invoices issued should be settled on the date of issue. However, in cases where Customers disagree with invoices issued, we will offer 7 days credit period until all issues are communicated and resolved.
3. Payments will be accepted through the following methods:

- a. Direct deposits to DP World Limassol Ltd's bank account; and
    - b. JCC payment device will be available at our customer payment area within the Cyprus Port Authorities building at Limassol Port.
  4. It should be noted that DP World Limassol Ltd does not accept cash or cheques.
  5. Invoices not settled by the due date will be subject to interest on the overdue amount at a rate of 4.5% per annum.
  6. Invoices sent electronically are considered to be accepted by Customers.
- 13.2. The Customer must pay or must procure that any other person liable for the Supplier's Charges (including, where applicable, agents) pays to the Supplier by bank transfer to an account specified by the Supplier, or as otherwise agreed in writing, all sums immediately when due without deduction, withholding, abatement, set-off, or any counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law, or due to overpayment by the Customer or an undisputed credit owed by the Supplier to the Customer.
- 13.3. Notwithstanding any agreement by the Supplier to collect charges from any person other than the Customer, the Customer remains liable to the Supplier for payment of all charges when due.
- 13.4. All payments hereunder must be in Euros.
- 13.5. Interest is payable upon all sums payable by the Customer which remain unpaid after the due date at a rate of 4.5 percent.
- 13.6. In the event that any payment is not made within the periods set out in clause 13.1, or such other period as has been agreed in writing, then the Supplier is entitled to immediately recover from the Customer or other person liable for the Supplier's Charges all sums then due to or levied by the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such non-payment. In addition the Supplier reserves the right to suspend or withdraw Services.
- 13.7. All sums payable under these Terms and Conditions are exclusive of value added tax and any other duty or tax, which is (if and to the extent applicable) payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 13.8. If the Customer ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms and Conditions), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or, where the Customer is an individual, the Customer becomes bankrupt or makes any composition or arrangement with its creditors, or anything analogous happens in any jurisdiction, then:
- (a) the Supplier is entitled to immediately recover from the Customer or any other person liable for the Supplier's Charges (notwithstanding that the periods stated above or any period of credit extended to the Customer may not have expired) all sums then due to the Supplier (including any accrued interest and other Charges properly levied in accordance with these Terms and Conditions) and all losses arising to the Supplier as a result of such circumstances arising; and
  - (b) the Supplier may, without prejudice to any other remedy or right available to it, delay, withhold or refuse to provide any Services.
- 13.9. Notwithstanding clause 13.7, if the Supplier reasonably considers that Charges levied or to be levied will not be paid within the periods stated in clause 13.1, the Supplier is entitled forthwith upon giving the Customer notice in writing, to withdraw any period of credit extended to the Customer or other person liable for the Supplier's Charges and to require payment of all such charges forthwith upon receipt of the said notice or subsequent invoice.
- 13.10. Any bona fide query to be raised by the Customer on any invoice issued by the Supplier must be made in writing within 14 days of the date of the invoice or the Customer will be deemed to have accepted the invoice. Disputed portions of invoices may be withheld until the dispute is resolved but undisputed amounts must be paid on the due date.

## **14. Implementation and Transition Arrangements**

1. The tariff mechanism (including the Ceiling Tariffs in respect of Regulated Tariffs) shall be effective from the Takeover Date, subject to the transitional rebate programme, designed to facilitate a reasonable transition into the new Tariffs, for relevant users, as set out in paragraphs 2 to 5 below.
2. The transitional rebate programme will be effective from the Takeover Date for the period ending three (3) years from the effective date of the new tariff mechanism. The programme will offer support to any cargo owner who has had cargo transit through the Port and has paid (directly or indirectly) for services provided by the CPA, the Licensed Porters and/or Stevedores associated with such cargo within the twelve (12) month period prior to the Takeover Date. The transitional rebate programme shall not apply to the tariffs in respect of Marine Services.
3. To qualify for the transitional rebate, the cargo owner will need to demonstrate that their total costs related to unloading from a ship and to the point of delivery of the cargo outside the Port boundary (or vice versa) has risen on a per unit (TEU or tonne) basis by more than 10% as a direct result of the change in tariffs. Further, that the change on a per unit basis represents more than 1% of the value of the cargo owned as declared to Customs or insurers. For the purposes of this paragraph 3, "total costs" shall mean all costs that can be reasonably attributed to the services provided by the CPA, Licensed Porters and Stevedores including ancillaries, overtime, management charges and profits.
4. The MTO shall manage the application process for a rebate in relation to the tariffs applicable to the Port Activities and shall do so in a simple and transparent manner. The application process will also be subject to independent review in respect of disputes.
5. Where any cargo owner is due a rebate it will be calculated as follows:
  - 5.1 For increases in total cost between 10 and 40%:
    - 5.1.1 37.5% of the increase as a rebate in year 1;
    - 5.1.2 25% of the increase as a rebate in year 2;
    - 5.1.3 12.5% of the increase as a rebate in year 3.
  - 5.2 For increases in total cost over 40%:
    - 5.2.1 75% of the increase as a rebate in year 1;
    - 5.2.2 50% of the increase as a rebate in year 2;
    - 5.2.3 25% of the increase as a rebate in year 3.

## **15. Data Protection and Number Plate Recognition**

- 15.1. For the purposes of security, safety and crime prevention, CCTV cameras and ANPR (automatic number plate recognition) cameras are used throughout the Port Premises and the information and images they produce are monitored and recorded.
- 15.2. By entering into the Port Premises, all persons consent to the recording, storage and use of images and data relating to them and their vehicles for the purpose of security, safety and crime prevention. Data and images may also be passed to the police, Customs & Excise and similar third parties in connection with such purposes. Data and images will not be sold to any third parties.
- 15.3. The Customer undertakes to notify all Passengers of the terms set out in this Clause 15.

## **16. Governing Law, Complaints and Jurisdiction**

- 16.1. The construction, validity and performance of these Terms and Conditions and any dispute or claim arising out of or in connection with these Terms and Conditions, their subject matter or formation (including non-contractual disputes or claims) is to be governed by and construed in accordance with the laws of Cyprus.

16.2. The Supplier maintains effective and transparent procedures for the reasonable and prompt handling of complaints or grievances received from all Customers, keeps a record of each complaint or grievance and the measures taken for the respective resolution, as applicable. Such procedures and records are under the responsibility of the [Complaints Handling Officer].

- (a) The Customers may send their Complaint with email directly to the Complaints Handling Officer at info@dpworldlimassol.com or by calling at number: +357 25 858700
- (b) Complaints handling is made without undue delay, taking into account the seriousness of the complaint and the extent of economic impact arising from the content of the complaint, both for the Customer and the Supplier.
- (c) The Complaints Handling Officer may contact the Customer directly in order to obtain further clarifications and information, if needed. The Supplier shall consider the complaint as closed and cease the relevant investigation in case the Customer fails to respond to the Complaints Handling Officer within the period of one (1) month from the date of the submission of the complaint.
- (d) The Supplier examines all complaints received from Customers and informs them of the outcome within 15 days from the date of submission of the complaint or of the additional requested information, as the case may be. The Supplier shall ensure that all complaints are treated promptly and with fairness.
- (e) In the event that the complaint requires further investigation and cannot be resolved within the period of 15 days, the Supplier will issue a holding response and inform the Customer. When a holding response is sent, it will indicate the causes of the delay and when the Supplier's investigation is likely to be completed. In any event, the Supplier shall provide the Supplier with the outcome of the investigation no later than one (1) month from the issuing of the holding response, depending on the complexity of the case and the Customer's cooperation.
- (f) The Supplier keeps within its records all the complaints where all the information and documents relating to the submitted complaints are included, as well as the final outcome of these for a period of at least 6 six) years from the date of complaint.

16.3. This complaints procedure shall not affect the rights or powers of any applicable regulatory body.

16.4. The Cyprus courts shall have jurisdiction to adjudicate any unresolved claims or disputes arising out of or related to these Terms and Conditions (including non-contractual disputes or claims) , however the Supplier will have the right, as claimant, to initiate proceedings against the Customer either (a) in the jurisdiction of the courts of the country of the principal domicile of the Customer or (b) in the jurisdiction of the courts of the country in which any ship or other asset (including a bank account) of the Customer is, or may, at the instigation of the Supplier be detained or frozen.

## **17. General**

17.1. The failure of the Supplier to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and is not to be construed as, a waiver of such term or right and in no way affects the Supplier's right later to enforce or to exercise it.

17.2. If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, such term will, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and Conditions and will in no way affect the legality, validity or enforceability of the remaining terms.

17.3. Any Charges agreed with the Supplier are commercially confidential and the Customer may not disclose Charges to any third party without the prior written consent of the Supplier, except where disclosure is required by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Customer gives the Supplier as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Supplier in relation to the content of such disclosure.

17.4. The Supplier may update or amend any of these Terms and Conditions from time to time. The Supplier and Customer is bound in respect of any particular visit, delivery or entry to the Port Premises or provision of a Service by the

Terms and Conditions published and in force at the time and date on which that visit, delivery, entry or provision of Service is made.

## **18. Bribery and Corruption**

The Customer represents and warrants that it and its agents, directors, employees, officers and sub-contractors will comply with all Applicable Laws relating to antibribery and anti-corruption including but not limited to the Prevention of Corruption Law, Cap 161 (**Relevant Regulations**) and will not engage in any activity, practice or conduct which would constitute an offence under the Relevant Regulations.

## **19. Notices**

19.1. Subject to any express provisions set out above, where any notice is required to be given or may be given under these Terms and Conditions, such notice must be given:

(a) in respect of the Supplier, in writing to:

CPA Port Manager

(b) in respect of the Customer to the registered office of the Customer or the branch or agency office of the Customer through which the Customer has dealt with the Supplier in respect of the provision of the Services.

**DP WORLD LIMASSOL LIMITED**

# **PART 2**

**DP WORLD LIMASSOL LIMITED**

**TARIFF BOOK 2018**

**FOR THE DP WORLD LIMASSOL MULTIPURPOSE TERMINAL AT  
THE PORT OF LIMASSOL CYPRUS**

**May 2018**

## 1. Break-Bulk

### 1.1 Break Bulk Loading / Discharge

Item		Description	Rate €
1.1.1	R	General cargo Direct Delivery (per tonne and pro rata for part thereof)	5.02
		Stevedore Charges	
1.1.2	R	a. General Cargo (per tonne and pro rata for part thereof)	10.53
1.1.3	R	b. Palletised/Unitised/Mega-bags (per tonne and pro rata for part thereof)	9.53
1.1.4	R	c. Steel plates, bars and sections (per tonne and pro rata for part thereof)	8.28
		Dangerous Goods of total charges	+50%
1.1.5	UR	Special cargo / Project cargo / Oversize / Overweight / Special Handling * Over 25mt / 12meters length/breadth	POA

\* Charges cover exports delivered directly to Vessel's hook and or imports of which delivery is taken directly from Vessel's hook onto road transport or other mode arranged by him and which are received onto such transport as fast as the Vessel/Port Operator can deliver. If for any reason whatsoever goods for direct delivery are landed to the quay and/or removed to the transit sheds or warehouses or stacked in the open yard, secondary Handling Charges will be applied.

### 1.2 Break Bulk Transit

Item		Description	Rate €
1.2.1		General cargo Direct Delivery (per tonne and pro rata for part thereof)	5.02
		Stevedore Charges	
1.2.2		a. General Cargo (per tonne and pro rata for part thereof)	10.53
1.2.3		b. Palletised/Unitised/Mega-bags (per tonne and pro rata for part thereof)	9.53
1.2.4		c. Steel plates, bars and sections (per tonne and pro rata for part thereof)	8.28
		Dangerous Goods of total charges	+50%
1.2.5		Special cargo / Project cargo / Oversize / Overweight / Special Handling * Over 25mt / 12meters length/breadth	POA

\* Charges cover exports delivered directly to Vessel's hook and or imports of which delivery is taken directly from Vessel's hook onto road transport or other mode arranged by him and which are received onto such transport as fast as the Vessel/Port Operator can deliver. If for any reason whatsoever goods for direct delivery are landed to the quay and/or removed to the transit sheds or warehouses or stacked in the open yard, secondary Handling Charges will be applied.

### 1.3 Liquid Bulk Loading / Discharge

Item		Description	Rate per Tonne and pro rata for part thereof (€)
1.3.1		Non-Dangerous Goods	2.51
1.3.2		Dangerous Goods	5.02
1.3.3		Stevedore Charges	
1.3.4		a. General Cargo (per tonne and pro rata for part thereof)	10.53

### 1.4 Liquid Bulk Transit

Item		Description	Rate per Tonne and pro rata for part thereof (€)
1.4.1		Non-Dangerous Goods	2.51
1.4.2		Dangerous Goods	5.02
		Stevedore Charges	
1.4.3		a. General Cargo (per tonne and pro rata for part thereof)	10.53



## 1.5 Break Bulk Secondary Lifting Charges

Item	Description	Any discrete lift and position (€)
	<b>Standard cargo (relates to secondary lifts for general cargo categories)</b>	
	<b>Other items/non-standard cargo types</b>	
1.5.1	From 1 up to 2.499 tonnes	3.50
1.5.2	From 2.5 up to 4.99 tonnes	4.25
1.5.3	From 5 up to 9.99 tonnes	5.50
1.5.4	From 10 tonnes to 24.99 tonnes	9.50
1.5.5	From 25 tonnes plus	POA
1.5.6	Dangerous Cargo	+50%

## 1.6 Break Bulk Storage Charges

First 3 calendar days free except Dangerous Goods.

Item	Description	Per Tonne, pro rata (€) per day - Min Charge 1 ton	Dangerous Goods Surcharge
	<b>For each Parcel weigh less than 1000 kg</b>		
	<b>All Cargo in Covered Storage</b>		
1.6.1	4 <sup>th</sup> -7 <sup>th</sup> Day	1.50 per 1000kg	+50%
1.6.2	8 <sup>th</sup> Day and each day after	2.50 per 1000kg	+50%

Item	Description	Per Tonne pro rata (€) per day	Dangerous Goods Surcharge
	<b>For each parcel weigh greater than 1000kg</b>		
	<b>All Cargo in Covered Storage (Open Storage 75% of the covered rates)</b>		
1.6.3	4 <sup>th</sup> -7 <sup>th</sup> Day	2.75 per 1000kg	+50%
1.6.4	8 <sup>th</sup> Day and each day after	17.853 per 1000kg	+50%

## 1.7 Break Bulk Storage Charges Transit

Item	Description	Per Tonne, pro rata (€) per day - Min Charge 1 ton	Dangerous Goods Surcharge
	<b>For each Parcel weigh less than 1000 kg</b>		
	<b>All Cargo in Covered Storage</b>		
1.7.1	1-7 <sup>th</sup> Day	POA	+50%
1.7.2	7 <sup>th</sup> Day	POA	+50%
1.7.3	8 <sup>th</sup> Day and each day after	POA	+50%

Item	Description	Per Tonne pro rata (€) per day	Dangerous Goods Surcharge
	<b>For each parcel weigh greater than 1000kg</b>		
	<b>All Cargo in Covered Storage (Open Storage 75% of the covered rates)</b>		
1.7.4	1st-7 <sup>th</sup> Day	POA	+50%
1.7.5	8 <sup>th</sup> Day and each day after	POA	+50%

Item	Description	Per Tonne pro rata (€) per day	Dangerous Goods Surcharge
	<b>For goods not packed in parcels</b>		
	<b>All Cargo in Covered Storage (Open Storage 75% of the covered rates)</b>		
1.7.6	1st-7 <sup>th</sup> Day	POA	+50%
1.7.7	8 <sup>th</sup> Day and each day after	POA	+50%

### 1.8 Break Bulk Warehouse / Yard Rental

Item	Description	Rate per m2 per day €
1.8.1	Cargo in warehouse	POA
1.8.2	Cargo at eaves (bagged cargo)	POA
1.8.3	Open Storage	POA

### 1.9 Liquid Bulk Storage Loading/ Discharge Charges

Subject to licence 2018 and provision of service.

Item	Description	Per Tonne pro rata (€) per day	Dangerous Goods Surcharge
	<b>All Cargo in Covered Storage</b> (Open Storage 75% of the covered rates)		
1.9.1	1st-7 <sup>th</sup> Day	POA	+50%
1.9.2	8 <sup>th</sup> Day and each day after	POA	+50%

### 1.10 Liquid Bulk Storage Transit Charges

Subject to licence 2018 and provision of service.

Item	Description	Per Tonne pro rata (€) per day	Dangerous Goods Surcharge
	<b>All Cargo in Covered Storage</b> (Open Storage 75% of the covered rates)		
1.10.1	1st-7 <sup>th</sup> Day	POA	+50%
1.10.2	8 <sup>th</sup> Day and each day after	POA	+50%

### 1.11 Liquid Bulk Warehouse Rental

Item	Description	Rate per Tonne per day €
1.11.1	Cargo in warehouse	POA
1.11.2	Open Storage	POA

### 1.12 Break Bulk Vessel to Vessel Operations

Item	Description	Royalties per Unit/Per Tonne and Description pro rata for part thereof (€)
1.12.1	Vessel to Vessel Loading	5.02

### 1.13 Cargo Sorting

Item	Description	Rate €
1.13.1	Load Separation per bundle	€1.25
1.13.1	Load Separation per ton	€1.40

CARGO SORTING: The Cargo shall be discharged on 'as is where is' basis. In case cargo sorting is required onboard the Vessel, additional charges will be applicable. Said charges will be applied to complete tonnage of mark involved (as per Manifest/Bill of Lading) and not to the amount of tonnage sorted.

SORTING TO BILL OF LADING- SUBMARKS, NUMBERS OR SIZES Goods are required to be landed to Bill of Lading. Where Bills of Lading are landed in mixed condition and require to be sorted in order to meet delivery requirements, a charge will be applied against that portion of the goods requiring sorting

## 2. Dry Bulk

### 2.1 Dry Bulk Non-Unitised

Item	Description	Rate (€)
2.1.1	Dry bulk (per tonne and pro rata for part thereof) – (non-unitised)	1.60

Item	Description	Rate per tonne and pro rata for part thereof (€)
2.1.2	Stevedoring	
2.1.3	< 5,000 tonnes handled per shift (being any eight hour fixed period during the day)	4.41
2.1.4	> 5,000 tonnes handled per shift (being any eight hour fixed period during the day)	3.76
2.1.5	Trimming- Flattening	12.54
2.1.6	Trimming – Cleaning/Sweeping	POA- Per Hour

### 2.2 Dry Bulk Non-Unitised Handling Cargo / Deliveries Charges

Item	Description	Rate per tonne (€)
	<b>Standard cargo (relates to secondary lifts for general cargo categories)</b>	
	<b>Other items/ non-standard cargo types</b>	
2.2.1	Per Tonne	POA
2.2.2	Dangerous Cargo	+50%

### 2.3 Dry Bulk Non-Unitised Storage Charges Silo Storage

First 3 calendar days free except Dangerous Goods

Item	Description	Per Tonne and Description pro rata for part thereof (€) per day	Dangerous Goods Surcharge
	<b>All Cargo in Covered Storage (Open Storage 75% of the covered rates)</b>		
2.3.1	4 <sup>th</sup> -7 <sup>th</sup> Day	POA	+50%
2.3.2	8 <sup>th</sup> Day and each day after	POA	+50%

### 2.4 Dry Bulk Non-Unitised Warehouse / Open Area Rental

Item	Description	Rate per Tonnes per day €
2.4.1	Cargo in warehouse	POA
2.4.2	Open Storage	POA

### 3. Container Handling Tariff

#### 3.1 Container Ship Operations

Item	Description	20ft	40ft
<b>Full Container Load (FCL) Charges</b>			
3.1.1	Discharge FCL container from vessel, move container from wharf to container yard (CY) and Subsequently load onto haulier's chassis.	185.57	278.36
3.1.2	Lift FCL container from haulier's chassis to CY and subsequently move container to wharf and load onto vessel.	185.57	278.36
<b>Less Container Load (LCL) Charges</b>			
3.1.3	Discharge LCL container from vessel, move container from wharf to CY and subsequently move container to depot for unpacking and return the empty container to CY.	278.36	417.54
3.1.4	Move MT container from CY to CFS for LCL packing, return to CY and subsequently move container to wharf and load onto vessel.	278.36	417.54
<b>Empty Container (MT) Charges</b>			
3.1.5	Discharge MT Container from vessel, move container from wharf to CY and subsequently load onto haulier's chassis or move to CFS for packing.	92.79	139.18
3.1.6	Lift MT container from haulier's chassis to CY and subsequently move container to wharf and load onto vessel or move from CFS into storage and then onto vessel	92.79	139.18
3.1.7	IMDG	+50%	+50%

#### 3.2 Transshipment containers must be pre-notified for entitlement to rates:

Item	Description	20FT	40FT
<b>Transshipment Container (FCL and MT Transshipment Container) Pure transshipment no packing /unpacking</b>			
3..2.1	Discharge transshipment container from 1" vessel and move container from wharf to CY and move transshipment container from CY to wharf and load onto 2"d vessel.	POA	POA
3.2.2	IMDG	+50%	+50%
<b>Exceptions and extras</b>			
3.2.3	Dangerous Goods Import/Export FCL Containers	POA	POA
3.2.4	Transshipment of Dangerous Goods FCL Containers	POA	POA

#### 3.3 Container Restow via Quay and Restow On-board Charges

Item	RESTOWS Description	SHIFT ON BOARD		RESTOW VIA QUAY	
		20FT	40FT	20FT	40FT
3.3.1	Full	61.86	92.79	123.62	186.30
3.3.2	Empty	30.94	46.39	61.85	93.15
3.3.3	Hatch Cover Movements (full cycle per hatch cover)	61.86	61.86	61.86	61.86
3.3.4	Lifting of Bin Racks	65		90	
3.3.5	OOG – handled by an over height spreader	+35%		+35%	
3.3.6	OOG – handled by non-standard gear	+60%		+60%	
3.3.7	IMDG	+ 50%	+ 50%	+ 50%	+ 50%
3.3.8	Unplanned Restow (not advised prior to arrival)	61.86	92.79	123.62	185.57

### 3.4 Container Yard Operations

Item	YARD MOVES -Description	CONTAINER	
		20FT	40FT
	Yard Moves – any extra physical yard moves due to the following: (per move)		
	a. Customer request for additional services (e.g. container repair)		
3.4.1	Loading/offloading Full container + transportation inside the port	61.85	92.79
3.4.2	Loading/offloading Empty container + transportation inside the port	30.95	46.39
3.4.3	b. Missing information or change of information for containers	20.06	20.06
3.4.4	c. IMDG	+50%	+50%
3.4.5	d. OOG – handled by an over height spreader	+50%	+50%
3.4.6	e. OOG – handled by non-standard gear	+60%	+60%

### 3.5 Container Storage Charges

Import and export FCL and MT containers shall be given 3 calendar days' free storage, in the CY, calculated from the date containers are stacked in yard to the date the containers are removed from the terminal.

A three-calendar day free storage period shall be given for all export containers calculated from the date containers are stacked in CY to the day containers are loaded onto vessel for export.

All transshipment containers shall be given three calendar days' free storage calculated from date of vessel arrival after three days, charges as per 4th day for import FCL.

Note any IMDG containers will not be subject to the first three days free, they are charged from day one at the Import or Export Full rate with the IMDG surcharge.

Item	Description	CONTAINER	
		20 FT	40 FT
	<b>IMPORT FCL</b>	<b>charges in € per day</b>	
3.5.1	First 3 Days	Free	Free
3.5.2	1 <sup>st</sup> Day (after free storage period) to 7 <sup>th</sup> Day	1.36	2.04
3.5.3	8 <sup>th</sup> Day to 14 <sup>th</sup> day per day	1.36	2.04
3.5.4	15 <sup>th</sup> day to 21 <sup>st</sup> day per day	1.36	2.04
3.5.5	22 <sup>nd</sup> day to 28 <sup>th</sup> day per day up to 45 days	3.45	5.19
3.5.6	Over 45 days per day	6.90	10.38
	<b>IMPORT MT Container</b>		
3.5.7	First 3 Days	Free	Free
3.5.8	1 <sup>st</sup> Day (after free storage period) to 7 <sup>th</sup> Day	0.55	0.88
3.5.9	8 <sup>th</sup> Day to 14 <sup>th</sup> day per day	0.55	0.88
3.5.10	15 <sup>th</sup> day to 21 <sup>st</sup> day per day	1.14	1.72
3.5.11	22 <sup>nd</sup> day to 28 <sup>th</sup> day per day up to 45 days	2.28	3.44
3.5.12	Over 45 days per day	4.50	7.00
	<b>IMPORT FCL Dangerous Goods Containers</b>		
3.5.13	First 3 Days	+50%	+50%
3.5.14	Thereafter	+50%	+50%
	<b>EXPORT FCL</b>		
3.5.15	First 3 Days	Free	Free
3.5.16	1 <sup>st</sup> Day (after free storage period) to 7 <sup>th</sup> Day	1.36	2.04
3.5.17	8 <sup>th</sup> Day to 14 <sup>th</sup> day per day	1.36	2.04
3.5.18	15 <sup>th</sup> day to 21 <sup>st</sup> day per day	1.36	2.04
3.5.19	22 <sup>nd</sup> day to 28 <sup>th</sup> day per day up to 45 days	3.45	5.19
3.5.20	Over 45 days per day	6.80	10.38

<b>EXPORT MT Container</b>			
3.5.21	First 3 Days	Free	Free
3.5.22	1 <sup>st</sup> Day (after free storage period) to 7 <sup>th</sup> Day	0.55	0.68
3.5.23	8 <sup>th</sup> Day to 14 <sup>th</sup> day per day	0.55	0.68
3.5.24	15 <sup>th</sup> day to 21 <sup>st</sup> day per day	0.55	0.68
3.5.25	22 <sup>nd</sup> day to 28 <sup>th</sup> day per day up to 45 days	1.14	1.72
3.5.26	Over 45 days per day	2.28	3.44
<b>EXPORT FCL Dangerous Goods Containers</b>			
3.5.27	1-3 days	+50%	+50%
3.5.28	Thereafter	+50%	+50%
<b>Transshipment FCL and MT Containers</b>			
3.5.29	First 3 Days	Free	Free
3.5.30	1 <sup>st</sup> Day (after free storage period) to 7 <sup>th</sup> Day	POA	POA
3.5.31	8 <sup>th</sup> Day to 14 <sup>th</sup> day per day	POA	POA
3.5.32	15 <sup>th</sup> day to 21 <sup>st</sup> day per day	POA	POA
3.5.33	22 <sup>nd</sup> day to 28 <sup>th</sup> day per day up to 45 days	POA	POA
<b>TSHP FCL Containers Dangerous Goods Containers</b>			
3.5.34	1-3 days	50%	50%
3.5.35	Thereafter	50%	50%

### 3.6 Over-dimension (OD) Container Lifting Charges

This charge shall be applicable to out-of-gauge containers either over height, over width, or over length lifted on or off the ship using the ship to shore crane. Consignees/forwarding agents are to arrange for their own chassis or low loaders to receive the containers at the wharf side.

		<b>Per Lift Rate (€)</b>
3.6.1	OOG Lifting charge	500

### 3.7 Container Other Charges

		<b>20FT</b>	<b>40FT</b>
3.7.1	(a) When an MT, Transshipment or FCL container is received from haulier's chassis and is not shipped but subsequently delivered back to haulier's chassis	30.09	38.12
3.7.2	(b) Movement after an import LCL container is unpacked at CFS and the MT container is subsequently delivered to haulier's chassis	30.09	38.12
3.7.3	(c) Late advice on status of container, change of status, late advice for Health, Agriculture, Veterinary or Fisheries Department after vessel's arrival	40.12	40.12
3.7.4	(d) Movement of container from CY to examination area and back to CY after <b>Customs, Health, Agriculture, Veterinary or Fisheries Department's examination</b>	45.14	60.19
3.7.5	(e) When an MT, Transshipment or FCL container is received from haulier's chassis is shut-out and subsequently shipped via another vessel	30/per move +vessel handling tariff	45/per move +vessel handling tariff
3.7.6	(f) Empty containers handling	40.12	55.00
3.7.7	(g) Any additional <b>container</b> movement not stated above shall be levied an extra movement charge	45.14	60.00
3.7.8	Plug / Unplug (per Container)	POA	POA
3.7.9	Monitoring & Report Equipment Malfunction (per day)	POA	POA
3.7.10	Refrigerated Containers Supply Electrical power (per day)	40.12	70.00

### 3.7 Container Other Yard Operations

Item	Description	CONTAINER	
		20FT	40FT
3.7.10	Flat Rack Bundling – bundling flat racks to make one container	25.08	45.14
3.7.11	Applying / Removing Labels	15.05	15.05
3.7.12	Sealing Containers	15.05	15.05
3.7.13	Container Sweep – per TEU	POA	POA
3.7.14	Container Wash – interior – per TEU	POA	POA
3.7.15	Container Wash – exterior – per TEU	POA	POA

VGM Weigh Service subject to approval in 2018.

Item	Description	Per Unit €
3.7.16	Provision of VGM Weigh Service – Actual Weigh	POA
3.7.17	Provision of VGM Weigh Service – Administration Fee per Export Laden Container	POA

Item	Description	Per Unit €		
		20FT	40FT	>40FT
3.7.18	Internal Shunt to DPW Yard from Container Yard Operator	45.14	60.19	78.00
3.7.19	Internal Shunt from DPW Yard to Container Yard Operator	45.14	60.19	78.00
3.7.20	OOG – handled by an over height spreader	+50%	+50%	+50%
3.7.21	OOG – handled by non-standard gear	+60%	+60%	+60%

Item	Description	Per Unit €
3.7.22	Any other charges for services provided by a subcontractor and then charged to the user by the terminal operator will have a Ceiling Tariff at costs of purchasing the service +10%.	Cost + 10%
3.7.23	Any other activities not included in rates	POA

## 5. RO-RO Dedicated Car Carrier

### 5.1 RO-RO Dedicated Car Carrier Import/Export/Transit

Item	Load / Discharge Vehicles- Self Propelled	Rates per Unit- in €		
		Import	Export	Transit
5.1.1	Up to and including 2 metric Tons	130.40	130.40	POA
5.1.2	Over 2 and up to 5 metric Tons	183.57	183.57	POA
5.1.3	Over 5 and up to 15 metric Tons	222.69	222.69	POA
5.1.4	Over 15 metric Tons	223.56 + 2.5 per every MT ton	223.56 + 2.5 per every MT ton	POA
5.1.5	Car Transporter Access Fee	20	20	N/A
5.1.6	Individual Driver Pick-Up Fee	2.50	2.50	N/A

\* Motor Vehicles, Cars, Personal Vehicles (including Motor Cycles, Motor Homes and Caravans)

\* Commercial, Cargo and Special Vehicles (including Trailers, Tractors, Construction Equipment)

\*Includes stevedoring

### 5.2 RO-RO Dedicated Car Carrier Special Services

Normal RO-RO Charges stated in section 5.1 are applicable to the following:

Item	Description	Rates per Unit- in €
5.2.1	For each call but start of first machine due to mechanical defect	POA
5.2.2	For each call out and start of first machine due to battery deficiency	5
5.2.3	Where work other than simple starting is required	POA

Item	Description	Rates per Unit- in €
5.2.4	Towing or special rigging for discharge or load of RORO cargo	POA
5.2.5	Shifting of RORO Units within the ship	13
5.2.6	Shifting of RORO Units via Quay	25

### 5.3 RO-RO Dedicated Car Carrier Storage Charges

First 3 calendar days free thereafter charges apply based on the ranges stated here.

Full day charge to apply irrespective of the time of pick-up.

Import		Charges in € per Day from Day 4-5	Charges in € per Day from Day 6-15	Charges in € per Day from Day 16 Onwards
Item	Vehicles- Self Propelled	Import	Import	Import
5.3.1	Up to and including 2 metric Tons	3.01	6.02	16.25
5.3.2	Over 2 and up to 5 metric Tons	8.33	8.33	24.07
5.3.3	Over 5 and up to 15 metric Tons	9.73	9.73	28.09
5.3.4	Over 15 metric Tons	13.04	13.04	35.11

Export		Total 1-3 days inclusive	Charges in € per Day 4 - 16	Charges in € per Day from Day 16 Onwards	Charges in € delivery direct same day
Item	Export Vehicles- Self Propelled				
5.3.5	Up to and including 2 Metric Tons	10.03	6.02	16.2	25.08
5.3.6	Over 2 and up to 5 Metric Tons	15.05	8.33	24	30.09
5.3.7	Over 5 and up to 15 Metric Tons	20.06	9.73	28	40.12
5.3.8	Over 15 Metric Tons	27.08	13.04	35	45.14



Transit		Charges in €
Item	Transit Vehicles- Self Propelled	Transit
5.3.9	Up to and including 2 Metric Tons	POA
5.3.10	Over 2 and up to 5 Metric Tons	POA
5.3.11	Over 5 and up to 15 Metric Tons	POA
5.3.12	Over 15 Metric Tons	POA

#### 5.4 RO-RO Dedicated Car Carrier Additional Services

Item	Description	Rate €
5.4.13	Any other operation not included in Rates	POA

### 6. RO-RO Multipurpose Vessel

#### 6.1 RO-RO Multipurpose Vessel Import/Export/Transit

Item	Description	Per Unit €		
		Import	Export	Transit
6.1.1	Trailer + Cab	135.42	135.00	POA
6.1.2	Trailer Only	150.46	150.00	POA
6.1.3	Container 20FT on Trailer + Cab	150.46	150.00	POA
6.1.4	Container 40FT on Trailer + Cab	210.65	210.00	POA
6.1.5	Container 20FT on Trailer Only	165.51	165.00	POA
6.1.6	Container 40FT on Trailer Only	225.70	225.00	POA
6.1.7	Container 20FT on Mafi Only	175.54	175.00	POA
6.1.8	Container 40FT on Mafi Only	235.73	235.00	POA
6.1.9	General cargo on Mafi	225.70	225.00	POA

Item	Description	Per Unit €		
		Import	Export	Transit
	<b>Additional Moves</b>			
6.1.10	Yard to Haulier/Haulier to Yard	35.50	35.50	N/A

#### 6.2 RO-RO Multipurpose Vessel Storage Charges

Item	Description	Per Unit Per Day Pro rata for part thereof € per day	Dangerous Goods Surcharge
	<b>All Cargo in Covered Storage (Open Storage 75% of the covered rates) Platforms, Trailers, Mafi's</b>		
6.2.1	1st-3rd Day	Free	+50%
6.2.2	4 <sup>th</sup> -7 <sup>th</sup> Day	15.05	+50%
6.2.3	8 <sup>th</sup> - 15 <sup>th</sup> Day	21.07	+50%
6.2.4	16 <sup>th</sup> Day and after	POA	+50%

\*No free days for dangerous goods.

#### 6.3 RO-RO Multipurpose Vessel Additional Services

Item	Description	Rate €
6.3.1	Any other operation not included in Rates	POA

## 7. Passenger Sector

### 7.1 Passenger Key Items

<b>Item</b>	<b>Description</b>	<b>Rate €</b>
7.1.1	Home Port Cruise ship or passenger ship- per passenger / Embarkation	12.54
	Home Port Cruise ship or passenger ship- per passenger/ Disembarkation	12.54
7.1.2	Transit Cruise ship or passenger ships - call per passenger	5.02
7.1.3	Bus Entrance Fee	POA

### 7.2 Passenger Additional Services

<b>Item</b>	<b>Description</b>	<b>Rate €</b>
7.2.1	Additional Security Services	POA
7.2.2	Any other operation not included in Rates	POA

## 8. Provision of Additional Services – All Sectors

### 8.1 Vessel + Quay Related

Item	Description	Rate €		
		>24hrs before arrival	<24-12 hrs before arrival	Less than 12 hrs
8.1.1	Vessel Cancellation Charges	No charge	50% charge	100% charge
		<b>0-4 hrs late arrival</b>	<b>4 hrs or more</b>	
8.1.2	Vessel Late Arrival	50% of shift charges	100% cost of shift charges	
8.1.3	Vessel Late Departure	Over 3 hr delay to sail Layover charge will apply /pro rata		
8.1.4	Layover Charge*	€24 per m length of quay occupied by the vessel for every 24 hours period and pro rata for part thereof may be charged		
8.1.5	Cancellation of berth booking for Layover fees	<b>&gt;48hrs before arrival</b>	<b>&lt;24-12 hrs before arrival</b>	<b>Less than 12 hrs</b>
		No Charge	24 hrs Layover fees	36 hrs Layover fees
<b>8.2 Navy Vessels - Layover</b>				
8.2.1	Layover Charge per m length of quay occupied by the vessel for every 24 hours period and pro rata for part thereof	Day 1	€13.00	/m/day
		Day 2 and 3	€15.00	/m/day
		Day 4 and 5	€16.50	/m/day
		Day 6 and above	€24.00	/m/day
8.2.2	Security Area on Quay	€15.00 per m length plus width of additional area occupied for every 24 hours period and pro rata for part thereof		
8.2.3	Concrete Barriers Mob/Demob	€ 525 Lumpsum		
8.2.4	Use of Terminal for access to shore side (pod 4)	€325 / day / indivisible		
* Container security wall will be charged on actual usage and availability of containers. Container charges as per section 3, charges per full day basis.				
<b>8.3 In port Shuttle</b>				
8.3.1	Internal Shuttle from quay to main gate	€4/crew member per day - Min Charge €154		
<p><b>Shuttle Charges will be applied to all the crew on-board the vessel. Use the shuttle can be unlimited number of times within the same day.</b></p> <p><b>The shuttle service will be applicable for all vessels except in cases where the Navy vessel is berthed on the East quay and the Cruise terminal is used for accessing to the shore side.</b></p> <p><b>Shuttle will be available from vessel's gangway to the gate/cruise terminal and running hours as of 09:00 – 23:00. After 23:00 an additional fix rate will be provided upon request.</b></p>				

#### \*Layover charge for vessel not handling cargo (charge by the terminal operator to the ship)

Should a vessel lay alongside any quay without handling cargo or be alongside a quay for a period in excess of 24 hours without handling cargo a layover charge of €24 per m length of quay occupied by the vessel for every 24 hours period and pro rata for part thereof may be charged.

The length of quay occupied will be calculated on the basis of the LOA or total length of the ship (whichever is the greater) plus the beam of the ship. Should any additional security or safety zone be required to ensure the safety or security of the vessel and the port, the perimeter of this safety zone will be taken as the length of quay occupied and charged.

### 9.2 Administration

Item	Description	Rate €
9.2.1	Change of Information	25
9.2.2	Port Access Cards + Security Clearance per User First Issue	N/A
9.2.3	Port Access Cards + Security Clearance per User Second + Issue	N/A

9.2.4	Provision of Supplies Licence	POA
9.2.5	Invoicing Processing Fee Electronic (Per Invoice)	0
9.2.6	Change of Invoice Admin fee (Per Invoice)	10
9.2.7	Invoicing Processing Fee Physical Copy per Sheet	5
9.2.8	Vessel Crew shore levers	5
9.2.9	Vessel Crew Change Charge	5

### 9.3 ISPS per Sector Summary

Item	Description	Per Unit	Rate €
8.3.1	Per vessel up to 3 days		200
8.3.2	Additional per day after 3 days		50

### 9.4 Yard Related Charges

Item	Description	Rate €
	<b>Yard operations Overtime:</b>	TBC
9.4.1	Delivery of Vehicles after 15:00, weekends and public holidays	7 per car
9.4.2	Car Transporter Access Fee	25 per transporter
9.4.3	<b>Truck Trailers remaining in Port</b>	
9.4.4	Empty Trailers remain in port area	7 per trailer per day
9.4.5	Loaded Trailers remaining in port area	15 per trailer per day

Gate Opening Hours: 07:00 – 15:00. For any deliveries for after Gate opening hours a 24 hrs prior notice must be send to the port operator.

### 9.5 Fuel Bunkering

Licencing bunker companies will be Euro 1,000 per year.

Charge will be Euro 50 per truck.

Item	Description	Rate €
9.5.1	Provision of fuel from tanker vehicle on the quay direct to visiting vessel (non-bunker)	50 Per transaction

### 9.6 Water Provision

Subject to licence in 2017

Item	Description	Rate €
9.6.1	Provision of water from tanker vehicle on the quay direct to visiting vessel	50 per transaction
9.6.2	Vessel to vessel provision of water	Cost + 10%

### 9.7 Waste Collection

Subject to licence in 2017

Item	Description	Rate €
9.7.1	Waste Collection from Vessel	Cost + 10%
9.7.2	Waste Collection from given area within Port	Cost + €50 per garbage skip

## 10. Licenced Areas/Premises

Please note, subject to availability and feasibility DPW Limassol will also offer licenced areas for the customer to conduct its business.

Item	Description	Rate €
10.1.1	Dedicated Area	POA

## 11. Equipment / Labour charges

Please note, subject to availability

Item	Description	Rate €								
11.1.1	2.5tn Fork Lift per hour	80.00								
11.1.2	5tn Fork Lift per hour	90.00								
11.1.3	8tn Fork Lift per hour	100.00								
11.1.4	37tn Fork Lift per hour	170.00								
11.1.5	Reach Stacker per hour	170.00								
11.1.6	ITV per hour	110.00								
11.1.7	Trailer per hour	10.00								
11.1.8	Fenders Mobilization or Demobilization (per pair)	300								
11.1.9	Fenders (each fender per day)	180								
11.1.10	Mobile Harbour Crane per hour (yard operations) *	698.86								
	* Minimum charge of 2 hours									
11.1.11	Security Guard per guard per hour	22.50								
11.1.12	MSEO (Labour)	<table border="1"> <thead> <tr> <th>Rate Per Hour</th> <th>Night Shift</th> <th>Weekends</th> <th>Holidays</th> </tr> </thead> <tbody> <tr> <td>€65</td> <td>+50%</td> <td>+100%</td> <td>+100%</td> </tr> </tbody> </table>	Rate Per Hour	Night Shift	Weekends	Holidays	€65	+50%	+100%	+100%
Rate Per Hour	Night Shift	Weekends	Holidays							
€65	+50%	+100%	+100%							

## 12. Oil and Gas

Item	Description	Rate €
12.1.1	Pipes loading / discharge, per ton	19.50
12.1.2	Internal transportation, per ton (excluding secondary lifting at the storage area)	2.50

### 12.2 O&G Husbandry services\* - Within normal working days

Item	Description	Rate €	Weekend, Holidays
12.2.3	Up to 20 tonnes	2,776.63	+50%
12.2.4	21 to 150 tonnes	4,353.61	+40%
12.2.5	151 to 400 tonnes	7,671.86	+40%
12.2.6	401 to 700 tonnes	13,670.71	+35%
	* For over 700 tonnes same scale to be applied for the balance		
	** Rates do not include port internal transportation, crane or specialized spreaders and any other equipment.		

Enquiries should be made direct to the Commercial team at the Port:

1. Overview of Business Need (s)  
(Sector/Storage type- covered, non-covered/provision of offices/utility connections/total area required)
2. Volume Forecast and type of business
3. Time lines for Business Need
4. Additional Requirements