



## HUELIN-RENOUF SHIPPING LIMITED

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### MARINE INSURANCE COVER FOR GOODS IN TRANSIT

We wish to advise both new and established customers of our Marine Cargo Insurance facility which we have arranged with the ROYAL & SUN ALLIANCE and is available at the premium rates detailed below.

Should you wish to take advantage of this facility and would like us to arrange insurance on your behalf, all you need to do is ensure that the Insurance section on our Consignment Note is completed prior to shipment. If the Insurance section of the Consignment Note is left blank or you do not wish us to arrange insurance on your behalf then your goods will be shipped in accordance with our Standard Trading Conditions. It is therefore important that customers who use agents to complete their shipping documentation instruct their agents correctly as to whether insurance is required or not.

If insurance cover is requested, cover on the goods described in the Consignment Note attaches from the time of the commencement of transit and ceases upon delivery to final destination within the UK or Channel Islands, subject to the Marine Insurance Terms and Conditions detailed below. Should a claim arise, we operate a dedicated "in house" claims handling service to ensure that claims are documented correctly and forwarded to insurers for their consideration without undue delay. In no case shall this insurance cover loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured.

Together with ROYAL & SUN ALLIANCE, our aim is to provide effective insurance cover and an efficient claims handling service.

<b>PREMIUM RATES.</b>	<b>A) GENERAL APPROVED MERCHANDISE SUITABLY PACKED AND/OR PROTECTED FOR TRANSIT</b>	<b>0.40%</b>
	<b>B) MOTOR VEHICLES (not over 7 years old)</b>	<b>0.50%</b>

Subject to a minimum premium of £6.00 per consignment. Premium charged will form part of your freight account.

#### MARINE INSURANCE TERMS AND CONDITIONS

Subject to the following Conditions Warranties Exceptions Clauses Exclusions Terms and Qualifications as may apply

##### A) GENERAL APPROVED MERCHANDISE SUITABLY PACKED AND/OR PROTECTED FOR TRANSIT

Institute Cargo Clauses (A) shall form the basis of cover unless Institute Cargo Clauses (C) are stipulated in addition the following shall apply as appropriate:-

Institute Classification Clause  
Institute War Clauses (Cargo)  
Institute Strikes Clauses (Cargo)  
Institute Malicious Damage Clause  
Institute Replacement Clause  
Replacement Clause - Second-Hand Machinery Institute English  
Jurisdiction Clause  
Institute Radioactive Contamination Exclusion Clause Cutting  
Clause

Excluding the risks of Rust Oxidisation Discolouration and resultant Cost of Repainting in respect of all metal goods unless caused by a peril covered by the Institute Cargo Clauses (C)

Liquids in bottles and/or tins and/or drums and/or goods and/or merchandise and/or commodities in paper and/or hessian and/or polythene and/or plastic bags and/or sacks shall have 1% of the insured value per consignment note deducted from any claim for shortage and/or leakage

Rovacabins and/or Portacabins and/or similar to be subject to an excess of £200 each and every claim.

The following goods to be covered under Institute Cargo Clauses (C) including Theft and/or Non-Delivery of whole pallets or cartons cases bundles etc, where shipped unpalletised

Refrigerated, chilled, insulated goods  
Cement, Asbestos and/or Cast Iron Pipes/Tubes and the like, Fresh Fruit and Vegetables and/or Meat and/or Fish and/or other perishable foods  
Steel and/or Metal and/or Alloy Bars, Plates, Sheets, Angles, Girders, Reinforcing Bars, Hot and/or Cold Rolled Coils  
Second-hand goods and/or merchandise and/or machinery of whatsoever description **(to include Replacement Clause-Second-Hand Machinery)**

The following risks are covered under Institute Cargo Clauses (C)

1. fire or explosion
2. vessel or craft being stranded, grounded, sunk or capsized
3. overturning or derailment of land conveyance
4. collision or contact of vessel craft or conveyance with any external object other than water
5. discharge of cargo at a port of distress
6. general average sacrifice
7. jettison

The following goods are not covered under this insurance

Bullion, Precious Metals, Diamonds, cut or uncut Precious Stones, Sheet/Plate/Float Glass and/or Marble, Pottery and the like, Paintings, Statues, Works of Art and the like, privately owned Household Goods and Personal Effects

##### B) MOTOR VEHICLES (not over 7 years old) - see Terms and Conditions overleaf

All business undertaken by the Company is In accordance with our Standard Trading Conditions, which may be obtained from or Inspected at our Offices.

## **MOTOR VEHICLE CONDITIONS APPLYING TO VEHICLES NOT OVER SEVEN YEARS OLD**

### **VOYAGE**

**A. Applying to vehicles shipped on a Quay to Quay basis:**

This insurance attaches from the time the vehicle is taken over by Steamship Company and/or Agent at port of shipment, continues during the ordinary course of transit and terminates when the vehicle is taken over by the Assured at port of discharge but in no case shall the period of cover prior to loading on board the overseas vessel or after discharge therefrom exceed 72 hours in each instance. No risk whilst vehicle is moving under own power or in tow.

**B. Applying to vehicles shipped in containers or on purpose built vehicle transporters:**

This insurance attaches from the time the vehicle is loaded into container or onto vehicle transporter, continues during the ordinary course of transit and terminates on delivery to final destination but in no case shall the period of cover prior to loading on board the overseas vessel or after discharge there from exceed 72 hours in each instance. No risk whilst vehicle is moving under own power or in tow.

### **CONDITIONS**

**Subject to:**

Institute Cargo Clauses (A) Institute War Clauses (Cargo)  
Institute Strikes Clauses (Cargo) as applicable  
Institute Classification Clause dated 13.4.92

**EXCLUDING:**

1. Any loss of or damage to property which at the time of loss or damage is insured by or would but for the existence of this insurance be insured by any other Policy or Policies.
2. Any claim for loss, damage or expense arising from delay, confiscation and/or inherent vice.
3. Any liability to Third Parties.

### **EXCESSES**

The following excesses shall be deducted from all claims for loss or damage unless caused by dropping from slings or by the carrying vessel being stranded, sunk, on fire, or in collision. General Average contributions to be paid without deduction of excess.

- (i) When the vehicle is shipped under deck and is
  - (a) not more than 7 years old (a condition report must be obtained at time of attachment of risk if vehicle is more than 3 years old) 5% of the insured value
  - (b) over 3 years old but not more than 7 years old ( no condition report available) 10% of the insured value

**SUBJECT to a minimum excess of £25**

- (ii) When the vehicle is shipped on deck double the above excesses will apply

**SUBJECT to a minimum excess of £50**

### **REPLACEMENT CLAUSE**

In the event of loss of or damage to any part or parts of an insured vehicle caused by a peril covered by the Policy the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new vehicle plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete vehicle.

**HUELIN-RENOUF SHIPPING LIMITED**

# HUELIN-RENOUF SHIPPING LIMITED

## STANDARD TRADING CONDITIONS

(effective from 1st January 1999)

Issue No. 2

### DEFINITIONS

1. In these Conditions the following words shall have the meaning ascribed thereto, if not inconsistent with the subject matter or context:-

(i)	Business Day	a day on which clearing banks are open for business in the City of London;
(ii)	the Company	Huelin-Renouf Shipping Limited, or any subsidiary or associated company;
(iii)	Common Carrier	as defined within the UK Carriers Act 1830 - "Other Common Carriers for hire";
(iv)	Conditions	the entire undertakings, terms and clauses contained herein;
(v)	Contract of Carriage	the meaning ascribed hereto in clause 2;
(vi)	Customer	any person at whose request or on whose behalf the Company undertakes any business or services, including advice or information;
(vii)	Dangerous Goods	any goods classified as dangerous by the International Maritime Dangerous Goods Code (IMDG) issued by the International Maritime Organisation (IMO), or goods likely in the opinion of the Company or their agents to cause damage to other goods, persons or property;
(viii)	Dispute	a dispute or claim arising out of or relating to these Conditions and any act or contract to which they apply;
(ix)	Goods	property of any category, including packaging, containers, equipment, motor vehicles, unaccompanied luggage or goods of any other description, in respect of which the Company undertakes to provide a Service;
(x)	Instructions	a statement of the Customer's specific requirements;
(xi)	the Owner	the owner of the Goods or any other person who has or may acquire an interest in the Goods;
(xii)	Person	includes an individual, a firm and a body corporate;
(xiii)	Restraining Equipment	chains ratchet straps strops or other equipment to restrain cargo;
(xiv)	Services	the carriage of Goods and other services as referred to in clause 2;
(xv)	Unit	container trailer flatrack or other unit loading device;
(xvi)	Year 2000 Conformity	in relation to a person means that neither performance nor functionality of systems operated by such person is affected by dates prior to during and after the year 2000, in particular:

Rule 1:

No value for current date will cause any interruption in operation.

Rule 2:

Date-based functionality must behave consistently for the dates prior to, during and after the year 2000.

Rule 3:

In all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules.

Rule 4:

The year 2000 must be recognised as a leap year.

### CONDITIONS

- These Conditions shall apply to all business undertaken by the Company including any advice, information or service provided whether gratuitously or not. All other terms and conditions are hereby expressly excluded. No servant or agent of the Company has any authority to add to or vary these Conditions, unless such addition or variation is reduced to writing and signed by a duly authorised representative on behalf of the Company.
- The Company is not and shall not be deemed to be a Common Carrier but shall be entitled to enter into contracts ("Contracts of Carriage") as agent for the Customer or act as the Principal to provide services:
  - for the carriage of the Goods by any route or by any means;
  - for the storage, packing or handling of the Goods by any persons at any place or places and for any length of time;and to do such acts as may be necessary or incidental thereto at the absolute discretion of the Company and to depart from the Customer's instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's interests.
- No bill of lading or document of title will be issued or provided in respect of the Goods or any part thereof whether or not one is requested by the Customer or by any other person, any custom, practice or usage or provision in the Hague-Visby Rules to the contrary notwithstanding. A Contract of Carriage will only be acknowledged by completion of a consignment note and customs declaration in the Company's standard form from time to time. Where such documentation is prepared by the Company upon information provided by the Customer the Company shall be entitled to charge a documentation fee at the Company's current rate. The provisions of clause 8 shall continue to apply notwithstanding any preparation of such documentation by the Company or levy of a documentation fee.
- The Customer hereby expressly authorises the Company to do such acts and enter into such contracts as are referred to in clause 2 above hereof on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departures from the Customer's instructions as aforesaid.
- The Customer warrants that he is either the Owner or the authorised agent of the Owner of the Goods to which any business relates, and further warrants that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner of the Goods.
- The Company shall be entitled to perform any of their obligations hereunder themselves or by their subsidiary or associated companies or by any other person, firm or company carrying out the functions of road transport operator, warehouse or depot operator, ship or vessel operator or freight forwarder. Any contract to which these conditions apply is made by the Company on its own behalf and also as agents for and on behalf of any subsidiary or associated company or any servants or agents of the Company and any such company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon any such company a liability greater than that accepted by the Company under these Conditions.
- Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If at any time there is any alteration in the rates of freight, carriage, handling, storage, insurance premiums, hire charges for Units and Restraining Equipment or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
  - The Company shall be entitled at its discretion to raise an invoice in respect of the Services upon receipt of the Goods or immediately following the provision of such Services.
  - All invoices shall be settled in cash (without reduction or deferment on account of any claim contribution or set-off) immediately upon presentation of such invoice save as otherwise agreed.
  - The Company may from time to time establish credit accounts for approved Customers in which event statements of account shall be issued monthly and payment shall be due and full settlement of each such account shall become due and payable by no later than the last Business Day of the calendar month of issue. This facility may be withdrawn by the Company at any stage and without giving any reason.
  - The Company shall be entitled at any stage to require that the payment of all sums due to the Company hereunder be guaranteed by a third party acceptable to the Company in which event the Customer shall suggest a suitable person and shall if such person is acceptable to the Company procure that such person enters into a guarantee in a form acceptable to the Company.
  - All invoices and statements of account shall be deemed to be correct in every particular unless any errors or omissions are notified to the Company within 30 days of the date of any such invoices or statement of account. Any error or omission not notified as aforesaid shall be deemed to be waived.
  - Notwithstanding that the Company may have accepted instructions to collect the Company's charges in respect of any transaction from the consignee or any other person, if such consignee or other person shall fail to pay the same or any part thereof within 7 days of due demand being made on them (or such other period as the Company shall agree in writing with the Customer), or in the absence of evidence of payment (for whatever reason) by such consignee or other person, the Customer shall be liable to the Company therefore without prejudice to the Company's rights against such consignee or other person.
  - In respect of Goods carried by sea, freight is deemed to be earned on shipment and is payable vessel and/or Goods lost or not lost. Freight paid is not returnable under any circumstances whatsoever.
  - All sums due to the Company shall carry interest at 2% per month or part thereof (which shall be compounded monthly) from the date when such sums become due until the date of payment.
  - The Customer shall indemnify the Company from all and any costs (including without limitation legal costs) incurred in connection with the recovery of any sums due to the Company hereunder.
- The Customer warrants that the description and particulars of any Goods furnished by or on behalf of the Customer are accurate.
- The Company shall not be obligated to make any declaration for the purpose of any statute or contract as to the nature or value of any Goods or as to any special interest in delivery, unless required by law or expressly instructed by the Customer in writing.
- There is not an obligation on the Company to arrange for the Goods to be carried, stored or handled separately from the goods of other customers.
- The Company shall have a general lien on all Goods or documents relating to Goods in their possession, for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such Goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer.
- At the expense of the Customer, the Company shall be entitled to sell or dispose of, (a) on 21 days notice in writing to the Customer or where the Customer cannot be traced after the Goods have been held by the Company for 90 days, all Goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason, and (b) without notice, perishable Goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the Company would be likely to perish in the course of the carriage, storage or handling.
- Where the Company is acting as agent on behalf of the Customer in arranging transportation, handling or storage of Goods and where there is a choice of rates according to the extent or degree of liability assumed by carriers, warehouse operators or others, no declaration of value, where optional, will be made except under special arrangements previously made in writing; nor shall the Company be under any liability to the Customer by reason of having entered into any contract on behalf of the Customer whereby the extent or degree of the liability assumed by the carrier, warehouse operator or other party is in any respect excluded or limited save where such contract is entered contrary to specific written instructions given by the Customer and accepted by the Company.
- Where the Company is acting on behalf of the Customer but in any circumstance enters into a contract as principal with any other person for the carriage, storage, packing or handling of the Customer's Goods the Company are not themselves carriers for the purposes of any International Convention or Statutory Act or Acts that make such Convention compulsorily applicable. However, without prejudice to exceptions and limitations contained herein the Company shall be entitled to the benefit of all exceptions and limitations of the actual carrier or person storing or handling the goods and where such exceptions and limitations are inconsistent with those contained herein the Company shall be entitled to the benefit of those most favourable to them. The Customer shall not seek to impose on the Company greater liability than that accepted by the actual carrier or person storing or handling the Goods.
- When the Company acts as principal carrier or warehouse or depot operator utilising:
  - an owned or chartered vessel for the carriage of goods between the Channel Islands and England;
  - owned or sub contracted vehicles for the carriage of goods within the Channel Islands and/or the United Kingdom;
  - warehouses or depots for the storage of or consolidation/deconsolidation of goods within the Channel Islands and/or the United Kingdom;whilst providing a service under (a) above, the Company shall have the benefit of exclusions to liability or of responsibility granted to the carrier or ship as set out in paragraphs 1,2 and 4 of Article IV in the Schedule to the Carriage of Goods by Sea Act 1971 of the United Kingdom, additionally and in all other respects the Company shall only be liable to the Customer or Owner for loss, damage, delay, non-delivery or mis-delivery of or to the Goods including any consequential loss or loss of market
  - if it is proved that the loss, damage, delay non-delivery or mis-delivery occurred whilst the Goods were in the actual custody and under the control of the Company and was caused by any negligence or breach of duty on the part of the Company; or
  - in the case of any failure to perform or default or delay in performance of the Customer's instructions if it is proved that the same occurred otherwise than in accordance with the provisions of clause 2 of these Conditions and was caused by any negligence on the part of the Company provided that the Company shall only be liable to the Customer or Owner for consequential loss or delay or loss of the market if a special interest in delivery has been declared in writing by the Customer prior to making the contract and the Company has accepted such liability in writing.Save as aforesaid, the Company shall not be under any liability whatsoever to the Customer or Owner.

16. In any event the Company shall be relieved of liability for any loss, damage or delay if such loss, damage or delay was caused by:
- (i) an act or omission of the Customer, Owner or person other than the Company acting on behalf of the Customer or Owner or from whom the Company took the Goods in charge;
  - (ii) insufficiency or defective condition of the packaging or marks and/or numbers;
  - (iii) handling, loading, storage or unloading of the goods by the Customer or Owner or any person acting on their behalf;
  - (iv) inherent vice of the Goods;
  - (v) strike, lockout, stoppage or restraint of labour, the consequences of which the Company could not avoid by the exercise of reasonable diligence;
  - (vi) any failure to meet Year 2000 Conformity by any supplier or subcontractor of the Company or by any contractor of the Customer arranged by the Company acting as agent on behalf of the Customer following reasonable diligence on the part of the Company to ascertain such conformity; or
  - (vii) any cause or event which the Company could not avoid and the consequences whereof could not be prevented by reasonable diligence.
- The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Company. When the Company establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes and events specified above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.
17. Without prejudice to clauses 15 and 16 of these Conditions in no case shall the liability of the Company however arising, and notwithstanding that the cause of loss or damage may be unexplained, exceed:
- (a) the value of the relevant Goods at the time the Company commences to provide the service in respect of such Goods; or
  - (b) a sum at the rate of two Special Drawing Rights (SDR's) as defined by the International Monetary Fund per kilo of the gross weight of the Goods, calculated as at the date when the claim is received by the Company in writing; or
  - (c) 75,000 SDR's in respect of any one consignment or contracted service, whichever shall be the least.
- All claims against the Company shall be subject to a deductible excess of £250.00.
18. Without prejudice to clauses 15 and 16 of these Conditions:
- (a) any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company:
    - (i) in the case of damage to, or partial loss of, the Goods within 3 days of the delivery thereof and a fully supported quantified claim within 14 days;
    - (ii) in the case of non-delivery within 7 days of the date when the Goods should have been delivered; and
    - (iii) in any other case within 7 days of the event giving rise to the claim.

Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred. No claim of any kind shall be made against any servant or agent of the Company on any ground whatsoever.
  - (b) No claim of any kind shall be made against any subsidiary or associated company of the Company, or against any road transport operator, warehouse or depot operator, ship or vessel operator, freight forwarder employed by the Company in pursuance of clause 6 hereof, or against any of their respective servants or agents on any ground whatsoever.
  - (c) the period of limitation for an action relating to any claim by a Customer or Owner against the Company shall be nine months commencing:
    - (i) in the case of damage to, or partial loss of, the Goods from the date of delivery thereof;
    - (ii) in the case of non-delivery from the date that the Goods should have been delivered; and
    - (iii) in any other case from the date of the event giving rise to the claim, provided that such date shall not be included in the period of limitation.
19. Except where the provisions, exemptions and limitations contained in clauses 15, 16 and 17 of these Conditions apply, the Customer will indemnify the Company against:
- (a) all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities suffered or incurred by the Company, their servants or agents in the performance of their obligations hereunder; and
  - (b) any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner.
20. Where the Company act as Principal as described in clause 15 they shall have the liberty, with or without notice to the Customer, to:
- (a)
    - (i) use any means of transport or storage whatsoever,
    - (ii) load or carry Goods on any vessel,
    - (iii) stow the Goods on or under deck, whether containerised or not,
    - (iv) transfer the Goods from one conveyance to another, including transhipping or carrying the same on a vessel other than that originally intended or advertised,
    - (v) unpack or remove Goods that have been loaded in a Unit at any place, and forward the same in any manner whatsoever,
    - (vi) proceed at any speed and by any route at their discretion, whether or not the nearest or most direct or customary or advertised route,
    - (vii) stay at or proceed to any place whatsoever once or more often and in any order,
    - (viii) load or unload the Goods from any conveyance at any place,
    - (ix) comply with any orders or recommendations given by any government or authority or an official of an insurer of the vessel or conveyance employed by the Company, who has the right or purports to have the right to give orders or directions,
    - (x) permit the vessel to carry livestock, goods of all kinds, dangerous or otherwise, and sail armed or unarmed,
    - (xi) sail with or without a pilot, make trial trips and tow and assist vessels in all situations.

The liberties set out above may be invoked by the Company for any purposes whatsoever, whether or not connected with the carriage of goods. Anything done in accordance with this clause or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation of whatsoever nature or degree.
  - (b) declare General Average which shall be adjustable according to York/Antwerp Rules 1990, at any place at the option of the Company. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Company is not responsible by statute, contract or otherwise, the Customer or Owner shall contribute with the Company in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Company, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.
- The Customer or Owner shall provide such security as may be requested by the Company in connection with the above. The Company shall be under no obligation to take any steps whatsoever to collect security for General Average Contributions due to the Customer or Owner.
21. If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Company in the navigation or in the management of the ship, the Customer or Owners of the Goods carried hereunder will indemnify the Company against all loss or liability to the other or non carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non carrying ship or her owners as part of their claim against the carrying ship or carrier.
- The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contract.
22. (a) The Customer shall comply with the rules which are mandatory according to the Law of the Island of Jersey or by reason of International Convention, relating to the carriage of goods of a dangerous nature and shall in any case inform the Company in writing of the exact nature of the danger before Dangerous Goods are taken in charge by the Company and if need be indicate the precautions to be taken.
- (b) If the Customer fails to provide such information as in (a) above and the Company is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at the time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless as circumstances may require, without compensation, and the Customer shall be liable for all loss or damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any service thereto.
- (c) If any Goods accepted for transportation or storage, with the knowledge of the Company as to their dangerous nature, shall become a danger to the vehicle, vessel, property, cargo or persons, they may be unloaded or landed at any place or destroyed or rendered innocuous, without liability on the Company, except for General Average, if any.
23. (a) The Company may load Goods on a Unit which may be loaded together with other goods.
- (b) These Conditions shall govern the responsibility of the Company in connection with or arising out of the supply of a Unit to the Customer, whether supplied before or after the Goods are received by the Company or delivered to the Customer or Owner.
- (c) If a Unit has been loaded by or on behalf of the Customer, the Company shall not be liable for loss or damage to the Goods:
  - (i) caused by the manner in which the unit has been loaded;
  - (ii) caused by the unsuitability of the Goods for carriage in the Unit;
  - (iii) caused by the unsuitability or defective condition of the Unit provided that where the unit has been supplied by or on behalf of the Company this paragraph (iii) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Company or would have been apparent on reasonable inspection by the Customer at or prior to the time when the Unit was loaded; or
  - (iv) if the Unit is not sealed at the commencement of the transportation except where the Company has agreed to seal the unit.

The Customer shall defend, indemnify and hold harmless the Company against loss, damage, claim liability or expense whatsoever arising from matters covered by (i), (ii) and (iv) above, also if the damage would have been apparent on reasonable inspection as stated in (iii).

- (d) Where the Company is instructed to provide a Unit, in the absence of a written request to the contrary the Company is not under an obligation to supply a Unit of a particular type or quality.
- (e) Where the Company provides the use of Units and Restraining Equipment all such items shall remain the property of the Company but the Customer and any consignees shall be responsible for any damage or loss to any of such Units and Restraining Equipment whilst in their possession custody or control and shall indemnify the Company for all costs and liabilities incurred by the Company or its servants or agents in respect of or arising from any such damage or loss.
- (f) The Company shall be entitled to levy a hire charge for the usage of Units and Restraining Equipment in respect of any period in excess of 48 hours following the delivery of the Goods such hire charges to be in accordance with the Company's tariff from time to time and available on request from the Company's head offices.
- (g) In addition to the hire charges referred to in (f) above the Customer or consignees shall reimburse the Company for any quay storage charges for Units levied on the Company by harbour authorities or port subcontractors of the Company arising as a consequence of the Customer or consignees being unable or declining for any reason to accept delivery of Goods within 48 hours following delivery.

24. Unless by special arrangement previously made in writing the Company will not accept business or provide services in respect of bloodstock or livestock, valuable goods, bullion, bank notes, negotiable securities, title deeds, bonds, stamps, documents, manuscripts or plans. Should any Customer nevertheless deliver any such goods to the Company or cause them to handle or deal with any such goods other than under special arrangements previously made in writing, the Company shall not be liable for any loss or damage to or in connection with such goods, however caused.

25. If the Company are or are deemed to be the carriers under a contract subject to legislation compulsorily applicable thereto they shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by virtue of such legislation, and these Conditions shall be void to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but no further.

26. If any provision in these Conditions is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and any act or contract to which they apply shall be carried out as if such invalid or unenforceable provision were not contained herein.

27. The Company will not insure the Goods unless expressly instructed by the Customer in writing. The Company shall not be obligated to effect a separate insurance on each consignment, but may declare it on an open or general policy. All insurances effected by the Company are subject to the usual exceptions and conditions of the insurance company or underwriters taking the risk. Any claim on the policy and any negotiations with or proceedings against the insurers shall be the responsibility of the Customer and not of the Company. Notwithstanding that the premium upon the policy may not be at the same rate as that charged to or paid by the Customer, the Company shall not be under any responsibility or liability whatever in relation to such policy.

28. These Conditions, and any act or contract to which they apply, shall be governed by the Law of the Island of Jersey and subject to the provisions of clauses 29 and 30 all Disputes shall (without prejudice to the Company's right to commence proceedings in any other jurisdiction) be subject to the jurisdiction of the Jersey Courts.

29. Any Dispute shall be referred to arbitration in Jersey. Unless the parties agree on a sole arbitrator, one arbitrator shall be appointed by each party and the decision of this arbitrator shall be final. For disputes where the total amount claimed does not exceed £10,000 the arbitration shall be conducted in accordance with the small claim procedure of the London Maritime Arbitrators' Association (LMAA).

30. Notwithstanding the provisions of clause 29, either party may apply to the courts for injunctive relief or for summary judgement where a Dispute relates only to non payment of a debt and the debt itself is not a matter of dispute.