

Inverness Harbour Trust

CONDITIONS OF BUSINESS

1) Definitions And Interpretations:

In these conditions the following words and phrases shall, except where the context otherwise requires, have the following meanings:

“IHT”	means the Inverness Harbour Trust.
“User”	means any person, firm, corporation or contractor who enters the Premises for whatever reason and/or who delivers or brings vehicles and/or goods into the facility (by whatever means) or who or whose employees or agents seeks to avail themselves of any service or facility provided by IHT.
“Vehicle”	means any vehicle, trailer (whether or not carrying or incorporating any tank or container) machine, cranes, excavation machinery or container.
“Plant”	means any temporary machinery, equipment, portable accommodation or vessel located at the premises specific to the operation of third party contractors.
“Goods”	means any goods or articles of any description including any package, case, container, equipment or other things which contains, protects or supports goods or is designed to do so either shipped through the port or stored on IHT land, or such other land as deemed being suitable for storage outwith the ownership of IHT.
“Equipment”	means any plant, machinery, container, package, case, pallet, vehicle, trailer or other piece of equipment of any nature;
“Premises”	means that area of land, with buildings and installations, leased or owned and operated by IHT, or such other land as deemed being suitable for storage outwith the ownership of IHT.
“Charges”	means vessel, cargo and any other dues and charges levied by IHT as Harbour Authority for Inverness Harbour Trust, in accordance with the published Rates & Dues and any other charges imposed by IHT from time to time;
“Harbour Limits”	means the Harbour of Inverness as defined in applicable legislation;
“Harbour Master”	means the IHT Harbour Master, his deputy or any nominee of theirs;
“L.O.A.”	means a Vessel’s length overall which shall be measured to the next highest full metre;
“Harbour”	means any area of land or water owned, leased or operated by IHT, including for the avoidance of doubt that area of water within the Harbour Limits;
“Quay”	means any quay, pier, jetty or any other place at which Vessels can load or discharge goods or embark or disembark passengers, and the waters surrounding the same, all within Harbour Limits;
“Services”	means any services that IHT provides to the User;

“Terms” means these General Terms & Conditions;

“Vessel” means any boat, ship, barge or other vessel of any description or any part thereof.

Scope Of Conditions:

1.1 These conditions apply as follows:

- (a) to all Services provided by IHT whether directly or indirectly and whether within the Harbour Area or elsewhere; and
- (b) to all physical access by any Vessel, person or vehicle to or from the Harbour Area.

In the absence of express acceptance by the User of these Terms, acceptance shall be implied in the event of the entry or delivery of any Vessel, person, Goods, Plant or Equipment into or onto the Harbour Area or by oral application to IHT for entry to the Harbour Area or for any Services or the use of any facility by or on behalf of any User.

2) Provision of Services:

2.1 Subject to any other provisions of these Terms, IHT shall exercise reasonable skill and speed in carrying out the Services. No wider obligation, express or implied, is accepted.

2.2 Goods and Equipment which for any reason cannot be collected and removed from the Harbour Area by the User at the time of landing will (subject to the availability of space) be placed on the Quays, in a transit shed or elsewhere wherever IHT (acting reasonably) deems appropriate at the expense and sole risk of the User. Charges for transit shed, Quay rental and any other storage will be made where appropriate.

2.3 IHT take no responsibility for the contents or conduct of any Vehicle operating on the Premises. The User hereby agrees to accept such space as may from time to time be allocated to his Vehicle, Plant, Equipment or Goods and such storage as may from time to time be allocated by IHT.

2.4 The User hereby authorises any Vehicle, Plant, Equipment or Goods to be moved by IHT staff at sole risk and responsibility of the User. IHT reserves itself absolute discretion as to the means and procedure to be followed in the handling, storage and transportation of Vehicles, Plant, Equipment or Goods notwithstanding any express instructions given by the User in relation thereto.

2.5 Any and each exemption from liability and responsibility contained in these conditions shall ensure also for the benefit for any employee or agent of IHT and for this purpose IHT is and shall be deemed to be acting for and on behalf of such employees or agents who shall to this extent be deemed entitled to the benefit of these conditions.

2.6 All Vehicles, Plant, Goods and/or Equipment brought to the Harbour Area must be accompanied by a Vessel manifest, as agreed with IHT, which manifest shall be delivered to IHT by the earlier of (i) (on specific request from IHT) the arrival of Vehicles conveying such Goods and/or Plant and/or Equipment at the Harbour Area; and (ii) within 72 hours of the Vessel's departure from the Harbour Area. Subject to alternative arrangements being agreed in writing with IHT, the Vessel manifest must specify marks and number of packages, description of goods, gross weight, any weight imbalances, cubic measurement, name of the Vessel, port to which the Goods or Equipment are to be shipped, port from which the Goods, Plant or Equipment have arrived, any special carriage or storage requirements of the Goods, Plant or Equipment and the name and address of the User or User's agent to whom Charges are to be rendered.

3) Payments

- 3.1 The User shall be liable for all Charges in connection with any Vessel, Equipment, Plant or Goods and for any payments, fines, expenses, loss and damage suffered or incurred by IHT in connection therewith.
- 3.2 Prior to a Vessel entering the Harbour Area, the User shall provide IHT with:-
- (a) details of the length and draft of the Vessel;
 - (b) details of the gross tonnage of the Vessel;
 - (c) details of the purpose of the port call and details and type of any cargo to be loaded); and
- any other information requested by IHT or required to be disclosed to IHT in terms of the Merchant Shipping (Vessel Traffic Monitoring).
- 3.3 If the User fails to pay any sum due by it to IHT, the User shall be liable to pay interest to IHT on such sum from the due date, for the period from that due date to the date of payment (i) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable); or (ii) where the said Act is not applicable, at 4 per cent per annum above the base lending rate of The Royal Bank of Scotland plc from time to time until paid.
- 3.4 Notwithstanding anything in these Terms, if the User fails to pay any amount payable by it to IHT by the due date, IHT shall have the right to suspend provision of any and all Services until such time as payment is made in full.
- 3.5
- (a) Subject to all applicable laws and regulations, IHT shall have a general lien over any Vessel, Equipment, Plant or Goods and all documents relating thereto in respect of its Charges and in respect of any other indebtedness to IHT of the User or the owner of such Vessel, Equipment, Plant or Goods. IHT shall be entitled to refuse to deliver up the Vessel, Equipment, Plant or Goods until all such sums have been paid. Storage and other charges accruing shall continue to accrue during such period. If any sums remain unpaid for a period of 30 days IHT shall be entitled to take possession of any such Vessel, Equipment, Plant or Goods and to sell them and reimburse the User the sale proceeds less sums due to IHT and the reasonable sale costs and expenses incurred by IHT. IHT shall have no liability in this regard.
 - (b) IHT reserves to itself absolute discretion as to the means and procedure to be followed in the handling, storage and transportation of any Vessel, Equipment, Plant or Goods notwithstanding any express instructions given by the User in relation thereto.
 - (c) Except where otherwise agreed with IHT, if any goods shall not be removed from the Premises within 2 working days from arrival or in the case of perishable goods immediately after arrival, IHT may after the expiry of the said 2 working days or in the case of perishable goods, immediately take possession of such goods and dispose of them by sale, by auction or private treaty as it shall in its entire discretion determine. IHT shall be entitled to deduct its charges and reasonable expenses from the sale proceeds thereof and shall account for the balance (if any) to the User. Nothing in these conditions shall operate to prevent IHT within the said period of 5 working days from making such other arrangements for the parking of any vehicle, plant or the storage of any goods at the User's cost as IHT may in its absolute discretion decide.

- 3.6 If the User ceases to trade (either in whole, or as to any part or division involved in the performance of these Terms), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, 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 (being an individual) the User shall become bankrupt or make any composition or arrangement with its creditors, or anything analogous happens in any jurisdiction, then IHT shall be entitled to immediately recover from the User or any other person liable for IHT's Charges (notwithstanding that the periods stated above or any period of credit extended to the User may not have expired) all sums then due to IHT (including any accrued interest and other Charges properly levied in accordance with these Terms) and all losses arising to IHT as a result of such circumstances arising.
- 3.7 Any bona fide query to be raised by the User on any invoice issued by IHT must be made in writing within 30 days of the date of the invoice or the User shall be deemed to have accepted the invoice.
- 3.8 The User shall be responsible for all import duties, export duties, fines, charges and imposts relating to the Goods. The User shall indemnify IHT against any claims made against IHT by H.M. Revenue & Customs and any other costs, charges and expenses in respect of any Goods.

4) Compliance

- 4.1 All Vessels must berth in the Harbour Area, or anchor within the Harbour Limits, according to the directions of the Harbour Master or the IHT Vessel Traffic Service. No Vessel is to be launched, lifted into or out of the water at any Quay without prior permission of the Harbour Master.
- 4.2 The User, their employees and agents shall comply in all respects with all applicable laws and regulations, including IHT bye-laws, acts and orders for the use of the Harbour Area and with all directions and requirements of IHT's staff.
- 4.3 Other than as provided for in s.33 of the Harbours, Docks, and Piers Clauses Act 1847, IHT shall be entitled to refuse to permit any User to enter onto the Harbour Area and to refuse to accept any Vessel, Equipment, Plant or Goods on the Harbour Area. Where any User, Vessel, Equipment, Plant or Goods has been permitted to enter the Harbour Area, IHT may nevertheless require them to leave or be removed at any time at its entire discretion and in such event shall not be liable to pay any compensation in respect thereof but shall refund any Charges paid in advance in respect of Services not received less the value of any loss or damage caused by such User, Vessel, Equipment, Plant or Goods.

5) Hazardous Goods And Waste

- 5.1 No waste material or goods of a dangerous, hazardous or poisonous nature will be handled by IHT except by prior agreement with the Harbour Master and then only in accordance with the conditions prescribed by him and all applicable laws, regulations, regulatory requirements and codes of practice.
- 5.2 The User warrants that any waste material or goods of a dangerous, hazardous or poisonous nature are properly marked with a warning as to the hazardous nature of any contents and the precautions to be taken in handling the same (in the event of the escape of anything injurious therefrom) as may be necessary to ensure the safety and health of all persons likely to handle or come into contact with the same.
- 5.3 IHT shall be entitled to remove and dispose of any waste material or goods of a dangerous, hazardous or poisonous nature found within the Harbour Area that are not in compliance with

Condition 5.2 and recover their reasonable costs in respect thereof from the User. IHT shall have no liability in respect thereof.

6) User's Warranties

- 6.1 Each User warrants to IHT that it has the authority of all persons having any title to or interest in any Goods, Equipment, Plant or Vessel to accept these Terms on their behalf as well as on its own behalf as principal and has specifically notified these Terms to such persons. Finance companies, lessors and others having or claiming to have title to or an interest in such Goods, Equipment, Plant or Vessel are advised that unless IHT is notified in writing of their title or interest in any particular Goods, Equipment, Plant or Vessel prior to the commencement of any relationship between IHT and the User, these Terms shall be deemed to have been accepted with the authority of such persons. Such persons' rights over and in respect of the Goods, Equipment, Plant or Vessel shall be subordinated to the rights of IHT hereunder.
- 6.2 The User warrants that its employees (and those of any agents or contractors it may engage including without limitation, hauliers and stevedores) are properly trained and competent to carry out the tasks at any time assigned to them including in relation to the giving of any instructions to IHT or the inputting of any information into any electronic service or system operated or managed by or on behalf of IHT. The User further and separately warrants that such persons have the full authority to give such instructions or input such information.
- 6.3 The User warrants that it shall obtain and maintain at its own expense, all necessary licences and authorisations and comply with all applicable laws, regulations, regulatory requirements and codes of practice relating to the carriage, handling, storage and movement of the Goods and/or Equipment and/or Plant.
- 6.4 The User warrants (unless otherwise specified in writing to IHT) that any Goods, Equipment, Plant or Vessel, which it delivers, directs to or causes to be upon the Harbour Area:
- (a) are not dangerous, hazardous, poisonous or flammable or liable to become so in the form in which they are delivered and/or in which they are to remain while in the Harbour Area;
 - (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 in the Harbour Area;
 - (d) are not over-heated or under-heated or liable to become so while in the Harbour Area;
 - (e) will not contaminate or cause danger, injury, pollution or damage to any person or any other Goods, Equipment or Vessel or the Harbour Area or the water or air adjacent thereto;
 - (f) do not require for their safekeeping any special protection (other than as may be agreed in writing between IHT and the User) 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 in the Harbour Area or in covered accommodation (if agreed with IHT);
 - (g) contains no unauthorised controlled drugs, contraband, pornographic or other illegal matter;
 - (h) are properly and sufficiently packed and marked in accordance with all applicable laws, regulations, regulatory requirements and codes of practice and accurately

documented and labeled for all shipping, cargo handling, dispatch, 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 IHT, its equipment and its employees, agents and contractors.

6.5 If IHT shall discover any goods which it shall, in its entire discretion, consider to be in any way dangerous, it shall be entitled to destroy or sell or dispose of the same in such a way as it shall think fit. The costs of such destruction, sale or disposal shall be for the account of the User and shall be deducted (together with any charges for parking or storage and the amount of any loss or damage caused by such goods) from the proceeds of any sale for the balance of which IHT shall account to the User. The User shall be liable for all loss or damage caused by such goods howsoever arising and shall indemnify IHT against all penalties, claims, costs, loss, damage and expenses suffered or incurred in connection therewith. If such goods are accepted under arrangements previously made in writing, IHT shall be entitled nevertheless to destroy or dispose thereof if they shall in the opinion of IHT become dangerous to any person or other goods or property and IHT shall have no liability to the User in respect thereof.

6.6 The User warrants that it shall immediately inform the Harbour Master of any occurrence or incident which might affect the safe and efficient operation of the Harbour Area or other persons at the Harbour Area or result in adverse environmental impact and shall take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience, as may be required by IHT. Without prejudice to the foregoing, the User shall indemnify IHT in respect of any and all claims including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) whether directly or indirectly incurred by IHT as a result of the failure of the User to comply with the foregoing.

6.7 The User warrants that it shall not:

- (a) use any devices which transmit radio signals or attempt to block radio signals (including without limitation G.P.S.) whilst in the Harbour Area;
- (b) interfere with any systems, communication links and equipment or computer hardware and software whilst in the Harbour Area;
- (c) use or attempt to use any devices or software to gain access to unauthorised data and information;

without the prior written consent of IHT except that the User may use marine band and radar radio frequencies and Wi-Fi.

6.8 The User shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars relating to Goods, Equipment, Plant and Vehicles accessing the Harbour Area as furnished to IHT for customs and any other purposes. IHT shall not be responsible for checking the accuracy of any documentation handled by it. The User shall indemnify IHT against all loss, damages, expenses, claims and fines arising from any inaccuracy or omission in such particulars or from any such declaration made by IHT.

6.9 The User and the owner of any Vehicle, Plant, Equipment or Goods shall be jointly and severally liable in respect of and shall indemnify IHT against any loss or damage caused by the User or any Vehicle, Plant, Equipment or Goods or by the compliance by IHT with any instructions given by the User in respect of such Vehicle, Plant Equipment or Goods and in respect of any liability of IHT to third parties in respect of such loss or damage.

6.10 The User, his employees or agents are prohibited from carrying out repairs to or servicing or washing vehicles or plant while on the Premises save as previously agreed by IHT.

- 6.11 The User will be responsible for ensuring all their staff and contractors whilst on the Premises comply with the requirements of the ISPS Code. The level of security may change at the discretion of IHT from time to time. IHT reserves the right to exclude any person/vehicle or User who is found to have breached security regulations in any way.
- 6.12 Only vehicles that are roadworthy and comply with the requirement of the road Traffic Act will be permitted to operate on the Premises.

7) Liability

- 7.1 Nothing in these Terms shall exclude or in any way limit IHT'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.
- 7.2 Any Vessel, Equipment, Plant, Goods or other property which is located in the Harbour Area, is located entirely at the owners own risk.
- 7.3 IHT shall, in no circumstances have any liability (including by way of indemnity) in respect of any of the following losses or damage howsoever caused (whether such losses or damage were foreseen, foreseeable, known or otherwise): (a) any, indirect, incidental, special or consequential loss or damage; (b) loss of actual or anticipated income or profits; (c) loss of goodwill; (d) loss of business; (e) loss of revenue or of the use of money; (f) loss of contracts; (g) loss of anticipated savings; and (h) loss which could have been avoided by the User through reasonable conduct or by the User taking reasonable precautions.
- 7.4 Save as otherwise contracted with IHT, IHT will not be responsible for the safe custody of any Plant, Goods or Equipment landed or deposited upon any Quay, nor will they accept any liability for any loss (whether partial or total) or for any damage however arising which may happen to such Plant, Goods or Equipment.
- 7.5 IHT shall have no liability for any loss, damage, cost, expense or delay caused or arising as a consequence of: (a) acts, events or omissions beyond its reasonable control; (b) force majeure (including adverse weather, storm, tempest, lightning, earthquake, tidal waves and flood); (c) strikes, lock-out or other industrial disputes (whether involving the workforce of IHT or any other party); (d) failure of a utility service or transport network; (e) war, riot or civil commotion; (f) malicious damage; (g) wear and tear, leakage or latent defect of Goods or Equipment; (h) compliance with any law or governmental order, rule, regulation or direction; (i) accident; (j) breakdown of plant or machinery (including computer hardware, computer software, telephone, radio satellite or other communication system, alarm or C.C.T.V.); (k) loss/deletion of data; (l) fire (including steps to extinguish fire) or smoke; (m) temperature variation, vermin, mould, insects or corrosion; (n) any Vessel being in an unsuitable condition for the Service; (o) acts or default of third parties including suppliers or sub-contractors; and (p) the failure of the User to comply with these Terms.
- 7.6 IHT shall be exempt from all liability whatsoever for deficiency, loss, damage, delay or misdelivery of or to Goods and/or Plant and/or Equipment and/or to a Vessel however or whenever caused except upon proof by the User (otherwise than by evidence only of such deficiency, loss, damage, delay, or misdelivery) that the deficiency, loss, damage, delay or misdelivery was caused by the willful neglect or unlawful act or omission of IHT.
- 7.7 Subject to Condition 7.1, the total liability of IHT for any loss, damage, claim, cost and/or expense in respect of any one event or occurrence shall in no case be more than £10,000,000 and shall be the lowest of the following as applicable:

Vessel:

- (a) the value of that part or parts of the Vessel to which the claim relates at the time of the damage or loss;

- (b) the reasonable cost of repairs (as agreed between surveyors appointed by IHT and the owner).

Plant and Equipment:

- (a) the reasonable cost of repairs;
- (b) the value of the Plant or Equipment to which the claim relates at the time of the damage or loss;
- (c) the sum of: £3,000 per any unit of Plant or Equipment.

Goods:

- (a) 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);
- (b) the reasonable cost of repairs;
- (c) in any other case the sum of £1,300 per tonne (pro rata for any part of a tonne) (or any higher general limit of liability figure per tonne in the Road Haulage Association's standard Conditions of Carriage as amended from time to time) unless the nature and value of the Goods had been declared to IHT and IHT has agreed a higher limit of liability with the User (as evidenced in writing) prior to such Goods arriving at the Harbour Area.

7.8 Notwithstanding this Condition 8, IHT shall have 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 Acts.

7.9 It is a condition precedent to the liability of IHT that IHT is notified in writing in respect of:

- (a) any damage alleged to have been caused to a Vessel and to permit inspection thereof prior to sailing or the commencement of repairs;
- (b) within 30 days of their arrival at the Harbour Area (in the case of import Goods) or 60 days of their removal from the Harbour Area, 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) any damage alleged to have been caused to Plant and/or Equipment prior to such Plant and/or Equipment leaving the Harbour Area.

Failure to meet with these requirements shall absolve IHT of any liability whatsoever. In any event IHT shall be entitled (and the User and owner hereby grant permission) to inspect any such Goods, Plant or Equipment prior to their disposal or destruction by the owner. The User and/or owner shall not bring any claim in respect of any single incident below the *de minimis* limit of £200.

7.10 Notwithstanding the provisions of Condition 7.9, IHT shall 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 IHT.

7.11 IHT shall have the following powers in respect of Goods, Plant and Equipment abandoned on the Port Area:

- (a) the power immediately to remove Goods, Plant and Equipment in the case of a hazard or other emergency (and to dispose of such Goods, Plant and Equipment where necessary) without prior notice;
- (b) the power generally to remove, store, dispose of or sell Goods, Plant and Equipment on reasonable notice to the User (the length of such notice to be determined by IHT on a case by case basis). If the identity of the User or the User's contact details are not known to IHT then IHT can remove, store, dispose of or sell the Goods, Plant and Equipment after leaving written notice on the Goods, Plant and Equipment for a reasonable period of time (the length of such period to be determined by IHT on a case by case basis);

and in each case to charge for the reasonable costs incurred in respect of the removal, storage and disposal of the Goods, Plant or Equipment.

7.12 The User is under a duty to mitigate its losses, including for example, in obtaining salvage.

7.13 The User shall save, defend, indemnify and hold IHT harmless from and against;

1.1 Any and all claims, damages, losses, expenses and costs including without limitation legal and court costs in respect of any damages to or loss of any property owned, hired, leased or otherwise provided by IHT or their affiliates, subsidiaries or parent companies, and any sickness, injury or death of any employee, agent, officer, director or invitee of IHT or their affiliates, subsidiaries or parent companies.

1.2 Any and all claims, damages, losses, expenses and costs including without limitation legal and court costs in respect of pollution (including clean-up costs) emanating from any of the User's activities or from property or equipment owned, hired, leased by the User or otherwise provided by IHT or their affiliates, subsidiaries or parent companies.

1.3 Any Consequential Losses suffered by IHT and those of its affiliates, subsidiaries or parent companies. For the purposes of this clause Consequential Loss shall mean: (i) consequential or indirect loss under Scottish law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the date hereof.

1.4 Any claims by third parties in respect of loss, damage or destruction of property of any description, or any injury or death to third parties.

Arising as a result of the User's or any of their sub-contractors actions, omissions, negligence, breach of duty or misrepresentation or the breach of any obligation under these Conditions of Business.

1.5 Any claims, damages, losses, expenses and costs including without limitation legal and court costs in respect of any damage to or loss of any property owned, hired, leased or otherwise provided by or to the User or their affiliates, subsidiaries or parent companies, any sickness, injury or death of any employee, agent, officer, director or invitee of the User or their affiliates, subsidiaries or parent companies, or any consequential losses it may incur, however arising.

8) Indemnity

8.1 The User will indemnify IHT in respect of any claim for loss, damage or injury of any person or property occasioned by the wrongful act, neglect or default of the User.

- 8.2 The User shall be liable for and shall indemnify IHT against any and all damage, fines, claims, including claims for personal injury and/or death, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by IHT, its employees, servants, agents or sub-contractors howsoever caused, which arise out of or in connection directly or indirectly with:
- (a) the failure of the User to comply with any of these Terms or taking any step which IHT shall consider to have been reasonably required to remedy the same or to comply with the requirements of any authority;
 - (b) any act, omission or instruction, misrepresentation, negligence, fraud, willful misconduct or breach of statutory duty of the User, the owner or any other person interested in the Goods, Plant, Equipment or Vessel.
- 8.3 Any sums payable hereunder shall be chargeable to and payable by the User in addition to and subject to the same provisions as the Charges.

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

Notwithstanding the foregoing indemnities provided, the User shall throughout the term maintain and effect insurance policies with reputable insurers that are adequate and appropriate for the business that the User undertakes at Inverness Harbour and in accordance with the indemnities provided herein.

Upon request, the User will provide IHT satisfactory documentation evidence of their insurance policies and premium receipts.

9) Miscellaneous Provisions:

- 9.1 No employee of IHT has authority to amend or vary any of these conditions or to enter into any collateral contract or other arrangement to which these conditions do not apply or to make any representation or waiver inconsistent with these conditions and any purported such shall be of no effect other than the Harbour Master or Chief Executive.
- 9.2 If and in so far as any part or provision of the Terms is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Terms and the remaining provisions of the Terms shall continue in full force and effect.
- 9.3 The failure of either party to exercise or enforce any right conferred on that party by the Terms shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
- 9.4 These Terms and in particular the limitations on liability are intended to inure for the benefit of both IHT and its employees, agents and contractors to which end IHT contracts on these Terms on its own behalf and as agent for and trustee for the benefit of its employees, agents and contractors.
- 9.5 All legal relationships and agreements between IHT and its User shall be governed in all respects by Scots law and the User hereby submits to the exclusive jurisdiction of the Scottish courts in connection therewith.