



New North Quay
St Helier Marina
Jersey
JE2 3ND
Channel Islands

Tel: 01534 870300

St Helier Port Services

Standard FONASBA Port Agency Terms & Conditions

Members of



Definitions

“Agent” means St Helier Port Services Ltd. (also trading as Channel Island Port Services), which has accepted an appointment to act on behalf of a Principal under these conditions.

“The Principal” when used with reference to any vessel means

- a) as Owner, the registered principal, owner, manager, managing/general agent, master or other person in charge of the vessel, and
 - b) as Merchant, the company firm or person (or any agent thereof) who ships, charters, receives, owns or forwards Goods or holds the bill of lading in respect of which the Company, whether as agent or principal, has agreed to provide or procure services.
1. The Agent shall be the agent of the Principal (whether or not nominated by the charterer in accordance with charter-party provisions) and shall exercise due care and diligence in performing services for and on behalf of the Principal
 2. Unless otherwise stated in writing, the Agents acts at all times as agent for and on behalf of the Principal and has authority to place orders with suppliers as agent for the Principal. The Agent shall not be personally liable to pay any debts due to suppliers from the Principal.
 3. In return for his activities, the Agent shall be remunerated with an agreed fee in respect of the customary and expected services provided to the vessel. The Agent is also entitled to reimbursement of reasonable out of pocket expenses. By mutual agreement the Agent shall also be entitled to an additional fee in

the event of unexpected occurrences creating additional work or delay to the vessel.

4. The Principal shall pay by telegraphic transfer to the Agent’s bank account such sum as the Agent may request as an advance on port disbursements which the Agent estimates will be incurred on the Principal’s behalf. If the Principal should fail to comply with the Agent’s request, the Agent may:-
 - (a) at any time give immediate notice of the termination of the agency and/or
 - (b) take any necessary measures to detain the vessel in port until such funds are received by the Agent.
5. The Agent shall be entitled to deduct from the sums held by it for the Principal’s account any amount due from the Principal.
6. The liability of the Agent to the Principal in respect of any negligent act, error or omission committed by the Agent, his directors or employees shall not exceed the amount of two and a half times agency fees payable by the Principal to the Agent in respect of the vessel, which fees shall be deemed earned in any event.
7. The Principal shall indemnify the Agent against all third party claims, charges, losses, damages and expenses that the Agent may incur. This indemnity shall not extend to matters arising by reason of the negligence or wilful misconduct of the Agent.
8. The Agent, with the consent of the Principal, shall have authority to appoint sub-agents to perform services on behalf of the Principal, including such services as may be subject to these conditions, remaining at all times responsible for the actions of the sub-agent.
9. If the Principal fails to make payment in full of any sums due to the Agent on demand or within any period agreed in writing, the Agent shall be entitled to recover interest on any sums outstanding at the rate of 2% above



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LIBOR applicable during the period when the sums are outstanding.

10. The Principal undertakes with the Agent that no claim or allegation of any kind shall be made against any of the Agent's directors, officers or employees (hereinafter collectively called "the beneficiaries") for any loss, damage or delay of whatsoever kind arising directly or indirectly from any negligent act, error or omission of the beneficiaries in the performance of the services the subject of these conditions. The beneficiaries shall have the benefit of this undertaking and in entering into this contract the Agent, to the extent of this provision, does so not only on his own behalf, but also as agent or trustee for the beneficiaries, who shall to the extent of this clause only be or be deemed to be parties to this contract.
11. The Agent will not be liable in respect of any breach of our obligations (1) for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of our services, under these terms or otherwise, (2) of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach, or (3) resulting from unforeseeable causes beyond our reasonable control;
12. The Agent shall perform the services he undertakes to provide with due dispatch but shall not be liable for any loss or damage arising from any delay which it could not reasonably prevent.
13. Where the Agent has spent time and incurred costs in anticipation of the vessel's call which is subsequently cancelled, or for which the Agent is not appointed, then the Agent shall be reimbursed in respect of all time and costs reasonably incurred.
14. The Agent shall be discharged from all liability whatsoever to the Principal and unless suit is brought within one year of the act or default of which complaint is made.
15. These conditions shall be governed by and construed in accordance with the laws of a place mutually agreed by the parties and any dispute arising out of or in connection with these conditions shall be referred to arbitration at the mutually agreed place, subject to the procedures applicable there.
16. These conditions shall prevail unless otherwise agreed between the parties.
17. To the extent that these conditions conflict with the national law of the country in which the Agent is domiciled, then the national law shall prevail.

St Helier Port Services Ltd.

January 2020

www.sthps.com

