

## P&O - SPECIAL TERMS & CONDITIONS – CLASS 7 CARGO

### 1. DEFINITIONS

The definitions set out in the FTC also apply to these Class 7 Special Terms with the following additions:

**"Class 7 Cargo"** means any IMDG Class 7 cargo or cargo that is radioactive or nuclear being the contents of a unit or an empty unit that has previously carried such cargo;

**"Class 7 Special Terms"** means these special terms and conditions for Class 7 Cargo;

**"Class 7 Regulations"** means the latest versions/updates of SOLAS, IAEA regulations, the INF Code, the IMDG Code, the UK Merchant Shipping Dangerous Goods and Marine Pollutants Regulations 1997, UK Nuclear Installations Act 1965 each including as enacted into national legislation where relevant and any other applicable laws, regulations (statutory or otherwise), requirements or similar in any jurisdiction;

**"Excepted Matter"** (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) means nuclear matter consisting only of one or more of the following: (a) isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes; (b) natural or depleted uranium; or (c) small quantities of nuclear matter as prescribed (see United Kingdom Nuclear Installations (Excepted Matter) Regulations 1978); and

**"FTC"** means the P&O Ferries freight terms and conditions as updated from time to time and published by P&O, see currently: [Terms & Conditions | Freight Shipping Support | P&O Freight](#).

### 2. THE CONTRACT

Notwithstanding the FTC and any customer standard terms these special terms shall always apply and take priority where there is a Class 7 Cargo shipment. The Shipper shall not provide for shipment nor shall the Carrier receive or carry Class 7 Cargo unless it has expressly agreed in advance to do so; and, if agreed, in all cases subject to the application of these Class 7 Special Terms.

### 5. SHIPPER'S ADDITIONAL WARRANTIES, INDEMNITIES AND RESPONSIBILITIES

- 5.9 In addition to its obligations under the FTC including but not limited to clauses 5 and 7 of the FTC, the Shipper shall provide the Carrier, in advance of shipment within timelines the Carrier may set, but not less than 72 hours, with the information and documentation set out in sub clause 5.9.1 and ensure compliance with clauses 5.9.2 to 5.9.4:
- 5.9.1 all relevant information and documentation regarding the Class 7 Cargo including but not limited to (i) a dangerous goods declaration to include proper shipping name and specific IMDG Code UN number, (ii) name of the isotope / radionuclide, radioactivity in terabecquerel, form of material (special or normal), percentage and net weight of any fissile material, whether the cargo is in finished form or waste material, weight of the cargo, Consignee and end user, (iii) MSDS including any special handling/carriage details and emergency contact information, (iv) evidence of compliance with Class 7 Regulations and (v) any information required to ensure the Vessel can carry the Class 7 Cargo, (vi) information or documents that the Carrier reasonably requests including for the Carrier's KYC, sanctions checks and to verify compliance with the FTC or these Class 7 Special Terms;
- 5.9.2 shall ensure the (i) Class 7 Cargo is suitably and safely packaged and labelled for transportation (not exceeding the relevant limits for the package type) by road and onboard the vessel so as comply with the Class 7 Regulations and the risks of shipment, (ii) that security is provided as per Class 7 Regulations and (iii) the Class 7 Cargo and its shipment complies with the Class 7 Regulations;
- 5.9.3 shall ensure the Class 7 Cargo is Excepted Matter. Where the Class 7 Cargo is not Excepted Matter, is radioactive waste or the Class 7 Cargo is not covered by the Carrier's standard P&I cover and, if the Carrier agrees to carry the Class 7 Cargo, the Shipper will meet the Carrier's additional insurance costs where relevant, purchase nuclear liability insurance and provide a certificate of financial security from the relevant government prior to shipment as well as meeting any additional security or other costs the Carrier incurs; and
- 5.9.4 shall ensure it has insurance that covers loss or damage to the Class 7 Cargo, all liabilities under the FTC and these Class 7 Special Terms, as required by the Carrier's own insurers and as required and verified by the Carrier's own specialist advisors. The Carrier shall be entitled to require evidence of such insurance be provided at any time.
- 5.10 In addition to clause 5.3 of the FTC the Shipper shall indemnify the Carrier for any financial consequences, loss or damage arising from any breach of clause 5.9 above including any inaccuracy of information or documents provided.
- 5.11 Clause 5.3(iii) and 7.4 of the FTC are modified such that additionally the Shipper shall always be responsible for any financial consequences, loss or damage and any injury, or delay, resulting in any way from the carriage of Class 7 Cargo and howsoever caused and to indemnify the Carrier for all the same including but not limited to injury to the vessel's crew or passengers, loss or damage to the vessel or other cargo onboard the vessel and delay to the vessel caused by or arising in connection with the shipment of the Shipper's Class 7 Cargo. The Shipper shall indemnify the Carrier against all third-party claims arising out of the carriage of Class 7 Cargo, including claims by port authorities, regulatory bodies, other cargo interests, and any other entity in each case howsoever caused.

## **6 CARRIER'S ADDITIONAL RIGHTS AND RESPONSIBILITIES**

- 6.10 In addition to its rights under clause 6.9 and clause 7 of the FTC the Carrier may refuse to load or delay the carriage of Class 7 Cargo for any reason in its sole discretion and shall have no liability for any loss or damage whatsoever to the Shipper in this regard.
- 6.11 Clause 7.4 of the FTC is amended to include after the text "The Carrier shall be entitled at its sole discretion" the following wording: "(and the Carrier may at its sole discretion elect to consult with the Shipper)".
- 6.12 The Carrier shall have no liability for loss, damage or delay whatsoever to the Class 7 Cargo howsoever caused. To the extent this exclusion does not apply then the parties agree clause 9 of the FTC's applies.
- 6.13 In respect of the Carrier's inspection rights under clause 7 of the FTC, the Carrier shall act reasonably having regard to the nature of the Class 7 Cargo.