

Appendix 8

TERMS AND CONDITIONS FOR THE ISSUE AND USE OF ACCESS CONTROL PASSES

1. GENERAL

- 1.1. All access control passes (“**passes**” or “**pass**”, as the context requires) issued to facilitate access to Eastern or Western Docks, Port of Dover (the **Port**) are issued at the discretion of the Dover Harbour Board (the **Board**) and use of a pass is subject to these Terms and Conditions.
- 1.2. All passes remain the property of the Board who may withdraw the pass immediately, without notice or reason.

2. ISSUE OF PASSES

- 2.1. Photographic proof of identity will be required when an application is made for a pass. A Driver’s Licence, Passport or Biometric Residence Permit will be acceptable as proof of identity of the applicant.
- 2.2. All applicants for a pass (or renewal of a pass) must successfully undertake the Board’s General Security and Safety Awareness Training (GSSAT) prior to the pass being issued (or renewed).
- 2.3. In the case of loss of the pass, the pass holder must notify the Board immediately.
- 2.4. A charge as published in the Port of Dover Tariff booklet applicable for the year will be levied for:
 - (i) the issue of a replacement pass where it is lost or damaged; or
 - (ii) the reinstatement of permissions where a pass has been blocked under Paragraph 4.1 below.
- 2.5. Passes are not transferable and under no circumstances must they be used to facilitate the entry or exit of other persons (whether pass holders or not) into or out of the Port.
- 2.6. Whenever a pass holder changes to a new employer, a new application form for a pass will be required which the new employer will complete and countersign.

3. RESPONSIBILITIES OF THE PASS HOLDER

- 3.1. Passes are to be used to facilitate access to the Port only for the purpose stated in the application.
- 3.2. When the purpose(s) for which a pass was issued comes to an end, the pass must be returned to Port Reception by the pass holder.
- 3.3. In order that records can be kept up-to-date, the pass holder is required to advise the Board, as soon as reasonably practicable, when the pass holder’s personal details change.
- 3.4. In order to bring a vehicle into the Port a separate application for a parking permit must also be submitted and will be subject to the Board’s Terms and Conditions for Port Staff Parking Permit.
- 3.5. **Personal Safety** – All persons entering the Board’s operational dock areas or any of the Board’s premises, with or without vehicles, must exercise proper care and attention for their own safety and the safety of others and, when on foot, should use the designated walkways at all times where available.

- 3.6 **Property** – All goods and vehicles entering the Board’s operational dock areas or any of the Board’s premises do so at the risk of the owner or such other person having custody thereof for the time being. The Board does not accept custody of nor any other responsibility whatsoever for the safety or security of such goods or vehicles whilst on the Board’s premises. The Board does not accept any liability for loss or damage to goods or vehicles attributable to any cause except insofar as such loss or damage is proved to be due to any negligence on the part of the Board or its staff. Where such loss or damage is proved to be due to any negligence on the part of the Board or its staff, the liability of the Board shall not exceed a maximum value of £500. The Board shall in no case be liable for any direct or indirect consequential or pecuniary loss.
- 3.7 **Driving** – The maximum speed limit anywhere within the docks is 20mph. Drivers must adjust their speed to the conditions and drive defensively. REMEMBER pedestrians may wander unexpectedly into traffic routes and drivers of freight vehicles have limited visibility when close to other vehicles and when reversing – be aware and give pedestrians and freight vehicles plenty of room. Drivers must use the designated service routes at all times unless otherwise directed. Plans of the routes are available at Port Reception. Short cuts across the heads of berths or loading lanes are strictly prohibited.

4. ENFORCEMENT

- 4.1 The Board reserves the right to block, temporarily revoke permission settings on, or withdraw any pass where the pass holder has breached any of the above terms and conditions, including without limitation, parking conditions, driving conditions and pedestrian safety requirements.
- 4.2 Where permission settings have been blocked and/or temporarily revoked due to breach, the pass holder must successfully complete GSSAT and attend Port Reception to have the appropriate permission settings reinstated, subject to the pass holder paying a re-issue charge.
- 4.3 Where the Board has been unable to contact the pass holder directly to inform him/her that action has been taken under paragraph 4.1, the Board reserves the right to inform the pass holder’s employer.

5. NATIONAL SECURITY

In the interests of national security, the personal details of applicants for pass may be available to the police or other national security and law enforcement agencies for the purpose of background security checks. A pass may be denied if an applicant fails background security checks.

6. DATA PROTECTION

- 6.1 Security services at the Port are undertaken by a third party contractor appointed by the Board. Both the Board and its appointed contractor are registered under the relevant Data Protection legislation and they will at all times endeavour to comply with the terms of the relevant Data Protection legislation in all dealings with personal data.
- 6.2 Except as noted in Paragraph 6.1 above, personal data will be used only for stated purposes and handled in accordance with the Board’s Privacy Notice, which can be found at <http://www.doverport.co.uk/about/privacy-policy/>.
- 6.3 Unless required to do so by law, personal data will not be disclosed to any third parties without express permission or appropriate legal basis.

7. ENFORCEABILITY

If any of these terms, conditions or provisions is or becomes illegal or unenforceable by operation of law or is held to be invalid, that term, condition or provision shall, to the extent required, be treated as separate and independent and shall be severed from these Terms and Conditions. Other than to the extent it is held to be illegal, unenforceable or invalid, the provision shall not be affected and, in addition to the other Terms and Conditions set out above, shall remain valid and enforceable.

8. ACCEPTANCE

If no prior acceptance of these Terms and Conditions has occurred, then use of the pass constitutes the pass holder's acceptance of the Terms and Conditions and no other conditions shall apply unless otherwise agreed in writing between the parties.

9. THIRD PARTY RIGHTS

Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions.

10. LAW AND JURISDICTION

These Terms and Conditions shall be governed by English law. Any dispute shall be subject to the exclusive jurisdiction of the English courts.