

TERMS OF OPERATION REGULATING USE OF RHIDES FOR HAULAGE COMPANIES

The RHIDES Scheme

1. We (Hutchison Ports (UK) Ltd) reserve the right to alter or amend these Terms, or to terminate the RHIDES scheme at any time without notice.

Registration Management

2. You shall apply for cards to be issued to drivers employed by you by registering the required details with us. The identity cards are issued by us and remain our property at all times. We reserve the right to decline to issue or withdraw any card at any time.
3. You shall maintain an up-to-date registration list of registered drivers.
4. If a registered driver leaves your employment, you will promptly remove such driver from your registration list and such driver's card will be blocked.
5. If a driver who is registered with another company joins your employment, you will add them to your registration list.
6. You shall ensure that all communications you receive for your registered drivers regarding RHIDES are forwarded to them without delay.
7. You are responsible for authorising the use of RHIDES at additional ports (as and when available).
8. We may allow your logo to be included on the cards at your cost. If you remove a registered driver with a customised card from your registration list, their card will automatically be blocked.
9. As soon as you become aware that a driver has lost/misplaced their card, you will immediately notify the RHIDES Pass Office and the card will be blocked.

Passwords and Logins

10. You undertake to:
 - (a) keep passwords and login details confidential and to institute security measures which are designed to keep passwords and login details confidential;
 - (b) notify us immediately if you suspect or become aware of the loss, theft or unauthorised use of a password or login; and
 - (c) implement and enforce internal procedures designed to achieve the above, including, without limitation, the prohibition of sharing of passwords or logins or the leaving unattended of any terminal which is logged on to the RHIDES site.

Risk Acknowledgement

11. You hereby confirm and agree that:
 - (a) We shall not be responsible for any direct or indirect losses, loss or corruption of data, loss or harm to reputation, loss of profit or loss of revenue suffered by you during the course of providing the RHIDES system.
 - (b) You hereby acknowledge that the combination of passwords and logins do not result in any form of security or encryption other than as an initial verification of identity at the time of initial logging-on to the RHIDES site. You accept all risk of interception, corruption or loss in transit of any instructions you send by electronic means and we are entitled to rely on the instructions as they are in fact received by us.
 - (c) You are responsible for acquiring and maintaining the appropriate computer hardware, software, communication equipment and access to the RHIDES site.
12. We undertake to implement and enforce internal security procedures designed to keep all data relating to the RHIDES system confidential and secure.
13. Nothing in these Terms shall exclude or restrict our liability for fraud, or for death or personal injury caused by our negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

Suspension/Withdrawal of RHIDES

14. We may immediately or upon such notice as we may elect, suspend and/or withdraw your right to use RHIDES if:
- (a) we suspect or become aware of the unauthorised use of any of your passwords or logins;
 - (b) you are in breach of any of these Terms;
 - (c) we have a reasonable belief that your connection to the RHIDES site is for any reason endangering the operation of it, is not in accordance with such technical standards as we may from time to time communicate or otherwise make available or fails to maintain such level of security as we believe is reasonable and appropriate to guard against viruses or any other form of electronic attack;
 - (d) we believe that this is necessary in order to preserve the integrity of our computer systems, including without limitation, from any virus or other electronic attack.

Indemnity

15. You hereby agree to indemnify and shall keep us indemnified against all actions, proceedings, losses, costs, damages, expenses and liabilities whatsoever (including legal fees) (“Losses”) which we may suffer or incur directly or indirectly as a result of or in connection with the use or misuse of RHIDES by you, your officers, employees, sub-contractors and agents and including Losses suffered by us in enforcing our rights under these Terms, except to the extent that such Losses arise as a result of wilful default, fraud or negligence on our part.

Data Protection

16. You hereby consent or undertake to procure all consents necessary for the processing of any personal data, including its transfer to third parties, required in relation to the operation and management of RHIDES.

General

17. These Terms shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with these Terms.