

GeelongPort Port Standards and Procedures

GeelongPort Pty Ltd
ACN 003 996 594

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Port Standards and Procedures

GeelongPort Pty Ltd of Level 6, 380 St Kilda Road, Melbourne, Victoria ("GeelongPort")

Background

- A. GeelongPort controls, manages and operates the Facilities at the Port.
- B. The purpose of these Port Standards and Procedures is to provide a set of rules to govern the activities of all Port Users and their respective Associates in the Port.

Operative Provisions

1. Definitions, Interpretation and Application

1.1 Definitions

In these Port Standards and Procedures:

"**Allocated Storage Area**" has the meaning given in clause 5.14(b).

"**AMSA**" mean the Australian Maritime Safety Authority established under the *Australian Maritime Safety Authority Act 1990* of the Commonwealth.

"**Anchoring Position**" means:

- (a) any area designated by GeelongPort from time to time as the area where a Vessel may be anchored; or
- (b) any area designated by the Harbour Master from time to time as the area where a Vessel may be anchored.

"**Application for Berth**" means GeelongPort's standard form headed "Application for Berth" as amended from time to time.

"**Application to Bunker**" means GeelongPort's standard form headed "Application to Bunker" as amended from time to time.

"**Application for Equipment Hire**" means GeelongPort's standard form headed "Application for Equipment Hire" as amended from time to time.

"**Application for Facility Hire**" means GeelongPort's application form for facility hire as contained in Schedule 2, headed "Application for Facility Hire" as amended from time to time.

"**Application for Storage**" means GeelongPort's standard form headed "Application for Storage" as amended from time to time.

"**AQIS**" means the Australian Quarantine and Inspection Service.

"**AS 3846-1998**" means:

- (a) the Australian Standard AS 3846-1998 for the handling and transport of dangerous goods in port areas as amended from time to time;
- (b) any Australian Standard that succeeds or substantially replaces AS 3846-1998 in the future; and
- (c) any other standard specified by GeelongPort and communicated from time to time.

"Associates" means all employees, agents and contractors.

"Berth" means a berth specified in item 2 of Schedule 1 and any other berth or Wharf in the Port.

"Cargo" means any solid, liquid or gaseous product, substance or material that is loaded or is intended to be loaded onto or unloaded from or kept aboard a Vessel while it is in the Port.

"Cargo Consignee" means:

- (a) the owner of any goods, materials, equipment or other Cargo that are delivered or stored in any Allocated Storage Area or other GeelongPort Controlled Area from time to time; and
- (b) the owner, lessee or licensee of any shipping container delivered to or stored in any GeelongPort Controlled Area.

"Confined Space" means a space that is fully or partially enclosed, which may have restricted means for entering and can include areas such as pipes, pump rooms, engine rooms, pits and ballast tanks.

"Costs and Losses" means all losses, damages, costs, charges, expenses and other expenditure of whatever nature (including all legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process and whether incurred by or awarded against a party) whether:

- (a) arising from or in connection with any demand, notice proceeding or claim or not;
- (b) liquidated or not;
- (c) present, prospective or contingent; or
- (d) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

"Dangerous Cargo" means:

- (a) a Dangerous Good within the meaning of the *Dangerous Goods Act 1985 (Vic)*; and
- (b) Dangerous Cargo within the meaning of AS 3846-1998; and
- (c) any Cargo that in GeelongPort's opinion is potentially hazardous to people and property in the Port, and the environment.

"Daylight" means the hours between 30 minutes before sunrise and 30 minutes after sunset.

"Designated Loading Area" means any area designated by GeelongPort as the area where Cargo may be loaded onto or unloaded from a Vessel in the Port.

"Drug and Alcohol Policy" means GeelongPort's Drug and Alcohol Policy as amended from time to time, copies of which may be available on the Website or on request from GeelongPort.

"Duty Marine Controller" means any of the Port duty marine controllers as appointed from time to time.

"Emergency" means an event, threat or contingency that GeelongPort considers imminent and will or may adversely affect or endanger any one or more of:

- (a) the health or safety of any person;

- (b) private or public property of any kind; or
- (c) the environment,

in or around the Port.

"Emergency Management Plan" means the Port of Geelong Emergency Management Plan as posted on the Website from time to time.

"Equipment" means any plant, machinery, equipment or property which is owned, vested in, managed, leased or otherwise controlled by GeelongPort and made available for use by Port Users.

"Facilities" means any land, buildings, berths, wharfs, jetties, laydown areas and any associated plant, equipment and infrastructure of any kind that is owned, vested in, managed, leased or otherwise controlled by GeelongPort and made available for use by Port Users,.

"GeelongPort" means GeelongPort Pty Ltd (ACN 003 996 594) and any other person or entity who manages or controls the land based assets of the Port of Geelong from time to time.

"GeelongPort Controlled Area" has the meaning given in clause 5.15(a).

"GeelongPort's Rates and Charges" means the rates and charges contained in GeelongPort's General Tariff Schedule as amended from time to time, copies of which may be available on the Website or on request from GeelongPort.

"Gross Default" means any willful or deliberate act or omission on the part of GeelongPort that is so malicious, calculated, reckless, fraudulent, deceitful or criminal in nature that it amounts to a knowing, fundamental and complete disregard for the commercial interests of a Port User.

"Harbour Master" means the Port's harbour master appointed by the VRCA and any deputy harbour master, acting harbour master or other person authorised to carry out any harbour master's functions or duties in relation to the Port and includes any Duty Marine Controllers.

"Hazardous Area" means any cargo tank or any Confined Space in a Vessel which previously held Dangerous Cargo or where the atmospheric conditions are unknown.

"Hot Work" means any heat or spark producing works such as, but not limited to, welding.

"IMO" means the International Maritime Organisation.

"Interest" means interest at the rate per annum which is 3 percentage points higher than the Reserve Bank of Australia's "Cash Rate Target" applicable as at the date on which GeelongPort carries out the relevant interest calculation.

"ISGOTT" means the International Safety Guidelines for Oil Tankers and Terminals as published from time to time.

"Job Safety Analysis" means a safety or hazard analysis that relates to the activities of a Port User or its Associates within the Port. A Job Safety Analysis will always include the following information:

- (a) the steps involved in performing the relevant activity;
 - (b) the existing or potential safety issues or hazards in relation to the relevant activity;
- and

- (c) the actions and procedures, which the Port User intends to implement in relation to the relevant activity in order to eliminate any safety risks or hazards or to minimise those risks as far as possible.

"Lascelles Wharf" means the wharf located in the Port which is known as Lascelles Wharf.

"Laydown Area" means any area designated by GeelongPort as an area where Cargo may be temporarily placed during the loading or unloading of Cargo to or from a Vessel.

"Lengthy Period" means any period of time which GeelongPort considers to be a long period of time.

"Long-term Port User" means any Port User that GeelongPort considers to be a long-term user.

"Marine Accident" means any event where damage of any kind is caused to any Vessel, person or property.

"Marine Incident" means any event occurring, which gives rise to a hazardous or potentially hazardous situation.

"Master" means the person with authority or apparent authority to be in charge of operating a Vessel.

"Maximum Berth and Pier Loading" means the maximum Berth and pier loadings specified in item 3 of Schedule 1 or as otherwise directed from time to time.

"Mobile Phone" means a mobile phone that is connected to an Australian network and supplied to the Owner or Master of a Vessel by GeelongPort.

"Night" means all hours of the day other than Daylight hours.

"Owner" means the owner, charterer or person with possession, custody or control of a Vessel or other property at the time while the Vessel or other property is in the Port.

"Permitted Storage Time" has the meaning given in clause 5.14(k)(iii).

"Port" means the Port of Geelong and its seabed and port waters together with all Wharves, piers, land and seabeds that are owned, vested in, occupied by, licensed to or controlled by GeelongPort or any of its related companies.

"Port Operations Radio Frequencies" means the radio frequencies specified in item 1 of Schedule 1.

"Port Marine Control" means the Port's Marine Control office.

"Port Standards and Procedures" means the rules, rights, obligations, standards, procedures and other provisions contained in this document.

"Port User" means any person or entity:

- (a) in the Port at any time;
- (b) using GeelongPort's Facilities or Equipment;
- (c) who is a Cargo Consignee;
- (d) that is bound by a lease, licence or other contract (including any contract that arises out of an Application for Berth) with GeelongPort under which they promise to comply with these Port Standards and Procedures;

- (e) the Owner of any Vessel in the Port; or
- (f) the Master of any Vessel in the Port.

"**Prohibited Area**" means any area designated by GeelongPort from time to time as a place where a Vessel may not enter.

"**Prohibited Driving Area**" means any area designated by GeelongPort from time to time as a place where a Vehicle may not enter.

"**Security Barrier**" means a barrier constructed to restrict access to an area.

"**Security Passes**" means any identification card required by GeelongPort for security purposes and any identity card required under the *Maritime Transport and Offshore Facilities Security Act 2003*.

"**Services**" means any work or service to be performed for the benefit of GeelongPort or a Port User (other than services or work to be performed by GeelongPort) .

"**Shipping Agent**" means the shipping agent engaged with respect to the relevant Vessel or any person held out as being authorised to act on behalf of an Owner, Master or Vessel from time to time.

"**Storage Area**" means a place specified in item 4 of Schedule 1 or any other area used by a Port User to store anything in the Port and includes an Allocated Storage Area or laydown area.

"**Storage Fees**" means the storage fees contained in GeelongPort's Rates and Charges and any other storage fees as notified to the Port User by GeelongPort from time to time.

"**Tugs**" means tugs used from time to time to tow, hold, push, move, escort or guide a Vessel in the Port.

"**Vehicle**" means any:

- (a) motor vehicle within the meaning of the *Road Safety Act 1986* (Vic);
- (b) motor cycle within the meaning of the *Road Safety Act 1986* (Vic); and
- (c) any trailer, cart, wagon or other like item attached to a motor vehicle or motor cycle.

"**Vessel**" means any boat, ship, tanker, marine craft or floating structure.

"**Vessel Works**" has the meaning given in clause 4.18(b).

"**VRCA**" means the Victorian Regional Channels Authority.

"**VRCA's Handbook**" means the Victorian Regional Channels Authority Port Waters of Geelong Operating Handbook 2005 as updated or amended from time to time, copies of which are available from the VRCA or on VRCA's website, www.regionalchannels.vic.gov.au.

"**Website**" means the website found at www.geelongport.com.au containing information on the Port or any other website advised by GeelongPort from time to time.

"**Wharf**" or "**Wharves**" means any pier, jetty, landing stage, quay, dock, platform or other place in the Port for berthing Vessels.

"Work Permit" means a permit issued (pursuant to a Work Permit Application form being submitted) by GeelongPort permitting a Port User to perform works or Services in the Port including Vessel Works.

"Work Permit Application" means GeelongPort's application form titled "Notification of Intention to Undertake Repairs to Vessel (Including Hot Work)" as contained in Schedule 3.

1.2 Interpretation

In these Port Standards and Procedures unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (b) the expression "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (d) a reference to any document (including these Port Standards and Procedures) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of these Port Standards and Procedures, and a reference to these Port Standards and Procedures includes any schedule, exhibit or annexure to these Port Standards and Procedures;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) the word "**includes**" in any form is not a word of limitation; and
- (j) a person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable.

1.3 Application

- (a) Port Users enter the Port on the condition that they agree to observe and be bound by these Port Standards and Procedures.
- (b) Any rights that GeelongPort may have that arise out of these Port Standards and Procedures are in addition to any other rights that GeelongPort has at law and in equity.

- (c) If any provision in these Port Standards and Procedures is inconsistent with a term in any contract entered into between GeelongPort and the relevant Port User then the provision in the contract will prevail to the extent of any inconsistency.
- (d) Where GeelongPort's consent or approval is required by these Port Standards and Procedures, then GeelongPort may in its absolute discretion grant or withhold its consent or approval subject to any conditions that it considers appropriate. In giving or withholding its consent, GeelongPort, shall not under any circumstances be taken as acting as an expert or expressing an opinion on or approving the subject matter of the consent or approval.
- (e) GeelongPort is not liable to a Port User for any Costs and Losses that arise out of or in connection with the acts or omissions of GeelongPort or any of its Associates in response to any breach of these Port Standards and Procedures by the Port User or anyone else.
- (f) If a Port User encounters any problems as a result of other Port Users not complying with anything set out in these Port Standards and Procedures ("**Problem**") then GeelongPort will, if reasonably requested to do so by the Port User, do what it reasonably can to assist the Port User in rectifying the Problem. However, nothing obliges GeelongPort to exercise any legal powers it may have if it does not consider the exercise of its legal powers to be an appropriate or cost effective means of assisting the Port User with its Problem.
- (g) GeelongPort may, in its absolute discretion from case to case, enforce, ignore or otherwise deal with any rights that it may have as a consequence of any breach of these Port Standards and Procedures by any Port User.

2. General duties

2.1 Activities in the Port

With respect to all activities carried on in the Port by a Port User or any of its Associates, the Port User must ensure that it and its Associates:

- (a) have all the training and expertise that is necessary to perform the activity;
- (b) are properly supervised;
- (c) obtain and keep current all necessary consents, approvals, licences and permits relating to the activity;
- (d) use procedures, systems and techniques that minimise the risk of injury to persons or property in the Port as far as is reasonably practicable;
- (e) do not damage any property or injure any person;
- (f) conduct the activity in a way that minimises any risk of damage, injury or disruption to the environment in the Port; and
- (g) do not obstruct or interfere with:
 - (i) GeelongPort;
 - (ii) any other activities or operations in the Port; or
 - (iii) any other Port User, Vessel, person or property in the Port,

except to the extent absolutely necessary to carry out the particular activity in a lawful manner.

2.2 Compliance

- (a) A Port User must ensure that it and all its Associates at all times comply with:
- (i) all federal and state statutes and all regulations, by-laws, ordinances or orders made under them and the lawful requirements for any public, municipal or other authority so far as they may affect or apply to the Port User or the Port;
 - (ii) any directions given by the VRCA;
 - (iii) all requirements set out in the VRCA's Handbook;
 - (iv) GeelongPort's directions concerning anything in or relating to the Port, including directions concerning:
 - A. security, safety, environmental protection or any Emergency;
 - B. the provision of a Job Safety Analysis covering any aspect of a Port User's activities or proposed activities in the Port; and
 - C. the use of any part of the Port; and
 - (v) the Harbour Master's directions concerning anything in or relating to the Port.
- (b) For the purposes of clause 2.2(a)(iv), a direction given by an Associate of GeelongPort shall be deemed to be a direction given by GeelongPort.

2.3 GeelongPort's access

A Port User must ensure that it and all its Associates permit GeelongPort and its Associates prompt access to:

- (a) any Vessel to which the Port User has access rights while it is in the Port;
- (b) any property or area of the Port being used, occupied or controlled by the Port User; and
- (c) any information,

that GeelongPort reasonably requires in order to check and monitor compliance with the Port User's obligations under these Port Standards and Procedures.

2.4 Induction

A Port User must ensure that it and its Associates undertake appropriate induction procedures or courses prior to entering the Port or particular areas of the Port if required to do so by GeelongPort from time to time. The Port User must pay GeelongPort's costs of preparing and presenting each individual course.

2.5 Notification of accidents, damage, injury or contamination

As soon as the Port User or any of its Associates become aware of any Marine Accident, Marine Incident (including damage to a Vessel) or contamination in or around the Port,

damage to the Port, damage to any Facilities or Equipment or injury to any person or any circumstances likely to cause any damage or injury ("**Event**"):

- (a) the Port User shall ensure that GeelongPort is informed of the details immediately; and
- (b) if the Port User or any of its Associates are involved in any Event, then the Port User must provide a detailed written report to GeelongPort in respect of the Event and the report shall be provided to GeelongPort within 24 hours of the Port User or any of its Associates becoming aware of the Event.

2.6 Responsibility for operations

The Port User:

- (a) will be exclusively responsible for managing and controlling all activities and operations conducted in the Port by it and any of its Associates ("**Operations**");
- (b) will, while any Operations are being carried out, be exclusively responsible for managing and controlling all areas of the Port that are used in connection with the Operations ("**Operating Areas**"); and
- (c) will be exclusively responsible for managing and controlling all of its Associates during Operations and the Port User will be exclusively responsible for managing and controlling all issues and risks associated with the workplace health and safety of its Associates while they are in Operating Areas while Operations are being carried out.

Nothing in this clause affects the Port User's obligation to comply with any orders or directions that may be given by GeelongPort or any of its Associates from time to time pursuant to the terms of these Port Standards and Procedures ("**Orders and Directions**") and nothing relating to the Orders and Directions in any way diminishes the Port User's exclusive responsibility for management and control of Operations and the Operating Areas while any Operations are being carried out.

2.7 GeelongPort's Rates and Charges

Unless otherwise agreed in writing, GeelongPort's Rates and Charges will apply with respect to the Port User's use of the Port or any of GeelongPort's facilities, services or Equipment.

2.8 Interest on overdue money

If the Port User does not pay any amount owing to GeelongPort pursuant to these Port Standards and Procedures or otherwise by the due date for such payment, then the Port User must pay GeelongPort, Interest on the monies owing on demand. Interest shall be calculated from the due date for the payment until the date on which payment is made. GeelongPort may calculate interest on the outstanding balance of the monies owing daily and GeelongPort may capitalise any Interest on the last day of each calendar month.

3. Navigation of Vessels in the Port

3.1 Notice of arrival

The Master and Owner of a Vessel must ensure that the Vessel does not enter the Port unless the Harbour Master has been notified of the estimated time of the Vessel's arrival and in any event, the Master and Owner of a Vessel must ensure that the Harbour Master is given at least 24 hours notice before the Vessel arrives.

3.2 Notice of Dangerous Cargo

The Master and Owner of a Vessel must ensure that the Vessel does not enter the Port unless GeelongPort is notified of any Dangerous Cargo that is to be:

- (a) loaded onto the Vessel at the Port;
 - (b) unloaded from the Vessel at the Port; or
 - (c) kept on board the Vessel while it is in the Port,
- 24 hours before the Vessel arrives.

3.3 Communication

- (a) The Master and Owner of a Vessel in the Port must ensure that:
 - (i) continuous watch radio frequencies are monitored at all times when directed to do so by GeelongPort (acting reasonably); and
 - (ii) prompt responses are made to all radio calls made by GeelongPort to the Vessel.
- (b) Communication with GeelongPort or the Harbour Master may be established by:
 - (i) making radio contact with the Port Marine Control via the Port Operations Radio Frequencies;
 - (ii) the Coast Radio Station Melbourne;
 - (iii) telephone on +61 3 5247 0300; or
 - (iv) facsimile on +61 3 5247 0379.
- (c) The Master and Owner of a Vessel must ensure that:
 - (i) the Mobile Phone remains charged, is only used for communicating with GeelongPort and is kept in good working order for the duration of the Vessel's visit to the Port;
 - (ii) the Mobile Phone is switched on and monitored by a member of the Vessel's crew at all times; and
 - (iii) the Mobile Phone is returned to GeelongPort in good working order prior to the Vessel departing the Port.
- (d) The Master and Owner of a Vessel must ensure that no commercial matters are communicated using the Port Operations Radio Frequencies or the Coast Radio Station Melbourne without GeelongPort's permission.
- (e) GeelongPort is not liable to any person for any Costs and Losses that arise out of or in connection with the non-delivery or incorrect receipt of any communication to any Vessel for any reason whatsoever.

3.4 Navigation in the Port

The Master and Owner of a Vessel in the Port must ensure that they and all of their Associates comply with the Convention on the International Regulations for the Prevention of Collisions at Sea 1972.

3.5 Vessels not to enter certain areas of the Port

- (a) The Master and Owner of a Vessel in the Port must ensure that the Vessel does not enter any Prohibited Area or Berth without the Harbour Master's or GeelongPort's permission.
- (b) The Master and Owner of a Vessel in the Port must ensure that the Vessel does not approach a Berth if the Vessel exceeds the draught limit (with tide) and depth of water limit for that Berth.
- (c) If a Vessel enters any Prohibited Area or Berth which it does not have permission to enter:
 - (i) the Master and Owner of the Vessel must ensure that the Vessel is moved from the area as soon as possible; and
 - (ii) GeelongPort and its Associates may do everything necessary to remove the Vessel from the area.
- (d) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with a breach of any part of clause 3.5, including anything done by GeelongPort or its Associates under 3.5(c)(ii).
- (e) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or its Associates under clause 3.5(c)(ii).

3.6 Pilotage

The Master and Owner of a Vessel are not relieved of any obligation or liability under these Port Standards and Procedures while the Vessel is under the control of a pilot.

3.7 Towage

- (a) The Master and Owner of a Vessel that requires towing in the Port must ensure that:
 - (i) the Vessel uses as many Tugs as the Harbour Master or the pilot advise as necessary;
 - (ii) everything necessary is done on board the Vessel and all necessary facilities are provided from the Vessel to enable the Vessel to be towed safely; and
 - (iii) the Masters of any Tugs towing the Vessel are provided with all information necessary to permit the safe towage of the Vessel, including:
 - A. the relevant specifications of the Vessel;
 - B. the Vessel's manoeuvring characteristics;
 - C. any defects in the Vessel or the Vessel's equipment; and
 - D. anything else that could affect the safe movement and towage of the Vessel.
- (b) The Master and Owner of a Vessel are not relieved of any obligation or liability under these Port Standards and Procedures or any law while the Vessel is being towed.

4. Vessel Management

4.1 Application to Berth

The Master and Owner of a Vessel must ensure that the Vessel does not enter the Port waters or moor at any Berth unless a completed Application to Berth has been submitted to and accepted by GeelongPort.

4.2 Allocated Berth

- (a) GeelongPort makes no warranties about the suitability of any Berth allocated for the Vessel or its Cargo.
- (b) The Master and Owner of a Vessel must ensure that the Vessel does not move to or from the Berth allocated to it unless GeelongPort has authorised the Vessel's movement or use of the Berth.
- (c) The Master and Owner of a Vessel must ensure that the Vessel is not moored at any Berth for longer than the time permitted by GeelongPort.
- (d) The Master and Owner of a tanker must ensure that the tanker is not berthed at a non tanker berth unless prior written authorisation is obtained from GeelongPort.

4.3 Limits of Berth

The Master and Owner of a Vessel must ensure that neither they nor any of their Associates:

- (a) attempt to moor the Vessel at a Berth unless the Vessel comes within the draught limit (with tide) and depth of water limit for the allocated Berth; or
- (b) cause or permit the Vessel to be moored at any Berth unless an under keel clearance of at least 0.6 metres or any other depth as notified by the Harbour Master can be maintained at all times.

4.4 Vessel Stability

The Master and Owner of a Vessel that is moored at a Berth must ensure that there is at all times enough Cargo or ballast on board the Vessel to keep it stable and capable of departing from the Berth.

4.5 Mooring

- (a) The Master and Owner of a Vessel must ensure that the Vessel does not lie alongside a Berth unless the Vessel is safely fastened to the Berth's bollards or securing places provided.
- (b) The Master and Owner of a Vessel must ensure that the Vessel is moored in a way that:
 - (i) is consistent with the requirements as set out in item 5 of Schedule 1;
 - (ii) relieves the Berth from the weight of the Vessel as much as possible;
 - (iii) prevents any damage to the Berth, the Vessel or any other Vessel, person or property in the Port;
 - (iv) makes proper and sufficient use of fenders;
 - (v) best positions the Vessel to take bunkers, water and power if required;

- (vi) best positions the Vessel to use shore-based loading and unloading plant and equipment if required; and
 - (vii) facilitates the quick release of the Vessel.
- (c) The Master and Owner of a Vessel must ensure that the Vessel does not lie alongside or is moored to any other Vessel that is lying alongside without GeelongPort's permission.
- (d) The Master and Owner of a Vessel must ensure that GeelongPort is notified of any damage that occurs during mooring to the Berth, the Vessel or any other Vessel.

4.6 Mooring lines and equipment

- (a) The Master and Owner of a Vessel that is moored at a Berth must ensure that all mooring lines and equipment used to moor the Vessel are:
- (i) suitable for securing the Vessel;
 - (ii) in a good and safe condition;
 - (iii) not used if they are frayed, suspect or faulty; and
 - (iv) adjusted appropriately and when necessary to accommodate changes in the tide and other conditions in the Port.
- (b) The Master and Owner of a Vessel that is moored at a Berth must ensure that any frayed, suspect or faulty mooring lines and equipment are, if directed by GeelongPort replaced immediately.
- (c) The Harbour Master or GeelongPort may arrange for a Vessel's mooring lines or equipment to be inspected from time to time and the Master and Owner of a Vessel shall cooperate and provide any assistance reasonably required in regards to any inspection.
- (d) If GeelongPort or the Harbour Master are not satisfied with the mooring lines or equipment used or proposed to be used in mooring a Vessel, then GeelongPort may direct the Vessel to another part of the Berth or Port or direct the Vessel to leave the Port.
- (e) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or its Associates under clause 4.6(d).

4.7 Gangways

- (a) The Master and Owner of a Vessel are responsible for ensuring safe access to and from the Vessel at all time.
- (b) The Master and Owner of a Vessel making use of any gangway while moored in the Port must ensure that the gangway is:
- (i) kept clear of any bollards or securing places on the Berth;
 - (ii) suitable for use and is in a good and safe condition;
 - (iii) well lit at Night;

- (iv) adjusted appropriately and when necessary to accommodate changes in the tide and other conditions in the Port; and
 - (v) continuously watched by at least one person on the Vessel at all times.
- (c) A Port User must ensure that neither it nor any of its Associates obstruct access to or from a gangway at any time.
- (d) If GeelongPort is not satisfied with the gangways used or proposed to be used by a Vessel or if gangways have been obstructed, then GeelongPort and its Associates may do everything necessary to:
- (i) adjust, move or replace the gangway;
 - (ii) install additional gangways;
 - (iii) modify the gangway;
 - (iv) ensure that no person uses a gangway; and
 - (v) remove any obstruction to the gangway.
- (e) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with a Vessel's use or lack of use of a gangway, including anything done by GeelongPort or its Associates under clause 4.7(d).
- (f) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or its Associates under clause 4.7(d).

4.8 Safety nets

- (a) The Master and Owner of a Vessel that is moored at a Berth must ensure that, where reasonably practicable to do so, a safety net or appliance of such size and character as will prevent people, Cargo and other property from falling into the water ("**Safety Net**") is suspended at all times beneath the areas where people, Cargo and other property pass between the Vessel to the Berth.
- (b) The Master and Owner of a Vessel that is moored at a Berth must ensure that no person, Cargo or property passes between the Vessel and the Berth without a Safety Net unless GeelongPort directs otherwise.
- (c) If the requirements of clause 4.8(a) are not complied with, GeelongPort and its Associates may do everything necessary to:
- (i) prevent people, Cargo and other property from passing between the Vessel and the Berth;
 - (ii) ensure that a Safety Net is suspended beneath the areas where people, Cargo and other property pass from the Vessel to the Berth; and
 - (iii) do everything necessary to ensure that Vessel leaves the Berth or the Port.
- (d) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with a Vessel's use or lack of use of a Safety Net including anything done by GeelongPort or its Associates under clause 4.8(c).

- (e) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or its Associates under clause 4.8(c).

4.9 Keeping clear of mooring

A Port User must ensure that it and all of its Associates comply with a direction by GeelongPort to clear and keep away from an area where a Vessel is being moored.

4.10 Keeping clear of cranes and plant

The Master and Owner of a Vessel that is moored at a Berth must ensure that the Vessel and any of its equipment including the Vessel's boats, rigging lines, ropes, hawsers and gangways are kept clear of any cranes and plant at the Berth at all times.

4.11 Keeping watch

The Master and Owner of a Vessel that is moored at a Berth must ensure that at least one competent person on the Vessel remains on watch at all times unless GeelongPort directs otherwise.

4.12 Bunkering

- (a) The Master and Owner of a Vessel that is in the Port must ensure that the Vessel is not bunkered unless a completed Application to Bunker has been submitted to and accepted by GeelongPort.
- (b) The Master or Owner of a Vessel must ensure that:
 - (i) GeelongPort is notified when bunkering has commenced and when bunkering has completed;
 - (ii) only bunkering facilities provided are used;
 - (iii) bunkering is done in compliance with any requirements set out in the VRCA's Handbook;
 - (iv) all necessary precautions are taken to ensure the safety of the Vessel and other Vessels, Berth, people and property in the Port and the environment;
 - (v) all necessary precautions are taken to prevent the spillage of fuel on the Vessel, Berth and in Port waters; and
 - (vi) any spillage is contained, cleaned-up and mitigated to the satisfaction of GeelongPort.
- (c) If fuel is spilled during bunkering, GeelongPort and its Associates may do everything necessary to contain, clean up and mitigate the effect of any spillage in the Port.
- (d) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with the bunkering of a Vessel including anything done by GeelongPort or its Associates under clause 4.12(c).
- (e) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and

Losses that arise out of or in connection with the bunkering of the Vessel including anything done by GeelongPort or its Associates under clause 4.12(c).

4.13 Firearms, explosives and fireworks

The Master and Owner of a Vessel in the Port must ensure that firearms, explosives, fireworks and other like substances are not discharged on board the Vessel at any time.

4.14 Fire

- (a) The Master and Owner of a Vessel in the Port must ensure that the Vessel is equipped with fire fighting equipment that is adequate for the relevant Vessel taking into account the nature of its Cargo. All fire fighting equipment on board the Vessel must be maintained in accordance with the manufacturer's instructions and be available for use at all times.
- (b) The Master and Owner of a Vessel in the Port must ensure that no naked lights of any sort or design are used on the Vessel.
- (c) A Port User must ensure that neither it nor any of its Associates causes or permits a fire to be lit on or near any Vessel or Berth without the Harbour Master's or GeelongPort's permission.
- (d) If a fire outbreaks on a Vessel in the Port, the Master and Owner of the Vessel must ensure that:
 - (i) the Harbour Master and GeelongPort are notified of the outbreak as soon as possible; and
 - (ii) the Vessel's officers and crew assist in extinguishing the fire as far as it is safe to do so.
- (e) GeelongPort is not liable to any person for any Costs and Losses that arise out of or in connection with any outbreak of fire.
- (f) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with an outbreak of fire on the Vessel, including anything done by GeelongPort or its Associates in response to it.

4.15 Stowage of anchors

The Master and Owner of a Vessel that is moored at a Berth must ensure that the Vessel's anchors are properly and safely stowed in the hawsepipe.

4.16 Engines and propellers

The Master and Owner of a vessel must ensure that the Vessel's engines or propellers are not operated while at Berth without the Harbour Master's or GeelongPort's permission. If the Vessel's engines or propellers are operated, the Master and Owner of the Vessel must ensure that:

- (a) GeelongPort is notified when the Vessel's engines or propellers have commenced and stopped operating; and
- (b) all necessary precautions are taken to avoid damage or injury to any Vessel, Berth, people or property in the Port.

4.17 Whistles, bells or sirens

The Master and Owner of a Vessel that is moored in the Port must ensure that no bells, whistles, horns, sirens or other sound devices are sounded from the Vessel, except when required to for safety reasons or when the Vessel is in distress.

4.18 Demobilisation and repairs

- (a) The Master and Owner of a Vessel must ensure that the Vessel is not demobilised while moored or anchored at a Berth and remains mechanically ready and able to leave the Port at all times, unless GeelongPort otherwise authorises.
- (b) The Master and Owner of a Vessel that is moored at a Berth must ensure that no significant repairs, maintenance, installation, construction or modification work ("**Vessel Works**") is to be carried out on the Vessel unless GeelongPort has issued a Work Permit for the relevant Vessel Works.
- (c) The Master and Owner of a Vessel that is moored at a Berth must ensure that repairs undertaken to the Vessel are done in compliance with any requirements set out in the VRCA's Handbook.
- (d) If Vessel Works are permitted, the Master and Owner of the Vessel must ensure that:
 - (i) GeelongPort is notified when repairs have commenced, suspended or completed;
 - (ii) all necessary precautions are taken to avoid damage or injury to any Vessel, Berth, people and property in the Port and the environment; and
 - (iii) all things necessary to ensure that repairs are completed as quickly as possible are done.
- (e) If any Vessel Works involves Hot Work then the Owner and Master of Vessel must ensure that:
 - (i) no Hot Work is conducted within 25 metres of any dangerous or flammable substance or a Hazardous Area;
 - (ii) Hot Work done by the Vessel's crew must be documented and conducted pursuant to established safety guidelines such as ISGOTT or AMSA or IMO; and
 - (iii) any Hot Work done with the assistance of a person who is not a member of the Vessel's crew is not commenced without a gas free certificate being issued by an industrial chemist or another suitably qualified person stating that the area is "Safe for Hot Work".
- (f) The Master and Owner of the Vessel have the responsibility for ensuring that all proper safety procedures in relation to the Hot Work are implemented and followed.
- (g) GeelongPort must be notified by the Master or Owner of a Vessel or their agents prior to any Hot Work being conducted on their Vessel.
- (h) GeelongPort is not liable to any person for any Costs and Losses that arise out of or in connection with the Hot Work.

4.19 Entry into the Hazardous Area

- (a) If the Master and Owner of a Vessel requires:
 - (i) a member of its crew to enter the Hazardous Area, the Master and Owner of the Vessel must ensure that the entry procedure is sufficiently documented and conducted pursuant to established safety guidelines such as ISGOTT or AMSA or IMO; or
 - (ii) a person who is not a member of its crew to enter the Hazardous Area, the Master and Owner of the Vessel must ensure that the area has been declared "Safe for Entry" by an industrial chemist or another suitably qualified person prior to that person entering that area and that the entry procedure is sufficiently documented and conducted pursuant to established safety guidelines such as ISGOTT or AMSA or IMO.
- (b) The Master and Owner of a Vessel must ensure that any entry into a Hazardous Area is done in compliance with any requirements set out in the VRCA's Handbook.
- (c) GeelongPort is not liable to any person for any Costs and Losses that arise out of or in connection with any entry into a Hazardous Area.

4.20 Hold, hull and deck cleaning and fumigation

- (a) The Master and Owner of a Vessel must ensure that the Vessel's holds, hulls and deck are not cleaned while moored at a Berth without GeelongPort's written permission.
- (b) The Master and Owner of a Vessel must ensure that the Vessel is not fumigated while at a Berth without GeelongPort's written permission.
- (c) The Master and Owner of a Vessel must ensure that the Vessel's holds, hulls and deck are cleaned and fumigated in compliance with any requirements set out in the VRCA's Handbook.
- (d) GeelongPort may arrange for the holds, hulls and deck of a Vessel to be inspected before or while they are being cleaned or fumigated and the Master and Owner shall ensure that GeelongPort and its Associates are given immediate access to the Vessel to carry out any inspection.
- (e) If GeelongPort permits the holds, hulls or deck of a Vessel to be cleaned or allows the Vessel to be fumigated, the Master and Owner of the Vessel must ensure that the holds, hulls or deck are cleaned or fumigated in such a way so as to:
 - (i) prevent any waste water or substances from being discharged into the Port waters;
 - (ii) prevent damage to the Berth and any person or property; and
 - (iii) suppress dust or escape of gas as much as possible.
- (f) If GeelongPort permits the holds, hulls or deck of a Vessel to be cleaned, the Master and Owner of the Vessel must ensure that:
 - (i) any damage to the Berth or property on the Berth is fully repaired to GeelongPort's satisfaction within the time directed by GeelongPort at the Master's or Owner's cost; and

- (ii) the Berth and the Port waters are cleaned to the condition that they were in before the hold, hull or deck was cleaned or fumigated at the Vessel Master's or Owner's cost.
- (g) If GeelongPort is not satisfied with the condition of the Port waters, Berth and property on the Berth after the holds, hulls or deck of a Vessel have been cleaned or fumigated, GeelongPort and its Associates may do everything necessary to put the Port waters, Berth and property on the Berth in a satisfactory condition.
- (h) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with the cleaning or fumigating of a Vessel's holds, hulls or deck, including anything done by GeelongPort or its Associates under clause 4.20(g).
- (i) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or its Associates under clause 4.20(g).

4.21 Cleaning, gas freeing and/or purging of a tank

The Master and Owner of a Vessel must ensure that the cleaning, purging or gas freeing of any tank is done in compliance with any requirements set out in the VRCA's Handbook.

4.22 Ballast water

The Master and Owner of a Vessel must ensure that the Vessel does not discharge any ballast water in any part of the Port unless it is done in compliance with any requirements set out in the VRCA's Handbook.

4.23 Grounding of Vessels

- (a) The Master and Owner of a Vessel must ensure that the Vessel is not beached, grounded, careened, heaved down or hauled onto the shore in the Port ("**Grounded**") without the Harbour Master's or GeelongPort's permission.
- (b) If a Vessel has been Grounded without permission or contrary to the Harbour Master's or GeelongPort's directions, the Master and Owner of the Vessel must ensure that the Harbour Master and GeelongPort are immediately notified of:
 - (i) the location of the Vessel;
 - (ii) the time when the Vessel was Grounded;
 - (iii) the reason why the Vessel was Grounded;
 - (iv) the characteristics and status of the Vessel and any people and property aboard the Vessel;
 - (v) any damage to the Port, property or injury to any person; and
 - (vi) the proposed manner and estimated time for removing the Vessel from the shore.
- (c) If a Vessel is Grounded without permission or contrary to the Harbour Master's or GeelongPort's directions, the Master and Owner of the Vessel must ensure that as soon as possible everything necessary to remove the Vessel from the shore and repair any damage to the Port is done irrespective of the difficulty and cost, unless GeelongPort directs otherwise.

- (d) GeelongPort and its Associates may do everything necessary to remove the Vessel from the shore and repair damage to the Port.
- (e) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with the Grounding of a Vessel, including anything done by GeelongPort or its Associates under clause 4.23(d).
- (f) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with anything done by GeelongPort or its Associates under clause 4.23(d).

4.24 Launching of Vessels

- (a) The Master and Owner of a Vessel must ensure that the Vessel is not launched from the shore or any Berth or Facility in the Port without the Harbour Master's and GeelongPort's permission.
- (b) The Master and Owner of the Vessel must ensure that the Vessel is launched only from the Launching Area.
- (c) The Master and Owner of the Vessel must ensure that:
 - (i) the Harbour Master is notified when launching has commenced;
 - (ii) the Vessel is clear of any other Vessel, people and property in the Port; and
 - (iii) all necessary precautions are taken to avoid damage to any Berth, Facility, Vessel, property or injury to any person.
- (d) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with the launch of a Vessel.

4.25 Lifeboat drills

- (a) The Master and Owner of a Vessel must not conduct any manned lifeboat drills without the permission of the Harbour Master.
- (b) The Master and Owner of the Vessel must ensure that:
 - (i) both the Harbour Master and GeelongPort are notified when launching of the lifeboats is to commence;
 - (ii) there are no other Vessels or Port Users within the immediate vicinity of the area where the lifeboat drill is being conducted; and
 - (iii) manned lifeboat drills are conducted in manner that is not likely to endanger the safety of the Vessel's crew or members of the public.
- (c) The Master and Owner of a Vessel must ensure that lifeboats are maintained in excellent condition while the Vessel is in the Port.

4.26 Surveys

- (a) If a Vessel has been moored or anchored in the Port for a Lengthy Period then GeelongPort may, by notice in writing, request the Master or Owner of the Vessel to provide GeelongPort with detailed evidence as to the soundness and general

integrity of the Vessel ("**Survey Evidence**") and Survey Evidence shall be provided within 14 days on any request.

- (b) If:
- (i) a Master or Owner fails to provide Survey Evidence within the 14 day period specified in clause 4.26(a); or
 - (ii) GeelongPort (acting reasonably):
 - A. considers that any Survey Evidence provided does not satisfactorily demonstrate the Vessel to be sound and seaworthy; and
 - B. considers that the Vessel presents a material risk of causing damage to any person or considers that the Vessel may be at risk of sinking, taking on water or otherwise causing obstructions or difficulties in connection with Port operations due to its condition,
- then may appoint a professional surveyor to conduct a survey of the Vessel and produce a report for GeelongPort as to the soundness and general integrity of the Vessel ("**Independent Report**") and GeelongPort shall provide a copy of the Independent Report to the Master or Owner.
- (c) The Master and Owner of the Vessel must ensure that any works to the Vessel that are reasonably required by GeelongPort as a consequence of the details contained in any Survey Evidence or any Independent Report are carried out promptly.
- (d) If the Master and Owner of the Vessel fail to observe clause 4.26(c), GeelongPort and its Associates may do everything necessary to:
- (i) carry out the Vessel works (so long as the Vessel remains in the Port); or
 - (ii) remove the Vessel from the Port.
- (e) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with the survey of a Vessel, including anything done by GeelongPort or its Associates under clause 4.26(b).
- (f) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with anything done by GeelongPort or its Associates under clauses 4.26(b) or (d).

4.27 Items discharged or lost from a Vessel

- (a) If any person, item or substance is discharged or lost overboard from a Vessel while it is in the Port, the Master and Owner of the Vessel must ensure that GeelongPort is immediately notified of the:
- (i) location and time when the discharge or loss occurred;
 - (ii) characteristics and status of the person, item or substance discharged or lost from the Vessel; and
 - (iii) proposed manner of recovery.

- (b) If an item or substance is discharged or lost overboard from a Vessel ("**Discharged Item**"), the Master and Owner of the Vessel must ensure that everything necessary is done to locate and recover the Discharged Item as soon as possible or within the time specified by GeelongPort, irrespective of the difficulty or cost.
- (c) GeelongPort and its Associates may do everything GeelongPort considers necessary in relation to a Discharged Item.
- (d) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with a Discharged Item, including anything done by GeelongPort or its Associates under clauses 4.27(c) and 4.27(e).
- (e) If GeelongPort recovers the Discharged Item from the Port and the Discharged Item is not claimed by any person after a Lengthy Period, GeelongPort and its Associates may in GeelongPort's absolute discretion, deal with the Discharged Item as if it were its owner, including the ability to:
 - (i) modify any part of the Discharged Item
 - (ii) sell, gift or dispose of the Discharged Item; and
 - (iii) dismantle, sink or otherwise destroy the Discharged Item.
- (f) Nothing in this clause 4.27 limits the application of clause 5.13.

4.28 Diving

While a Vessel is at Berth, the Owner and Master must ensure that none of its Associates dive on the Vessel without the written consent of GeelongPort.

4.29 Abandoned Vessels

- (a) If GeelongPort wishes a Vessel to be moved from a Berth or moored elsewhere in the Port and:
 - (i) has not received any contact from the Master or Owner of the Vessel for a Lengthy Period;
 - (ii) is satisfied that there has been no activity on or in relation to the Vessel or any property aboard it for a Lengthy Period; and
 - (iii) has made reasonable efforts to contact the Master or Owner of the Vessel and direct them to move the Vessel as required by GeelongPort,

then GeelongPort may deem the Vessel to be abandoned ("**Abandoned Vessel**") and the Master and Owner of the Vessel will be deemed to have unequivocally and irrevocably waived their right to assert any property rights to the Vessel and the property aboard it as against GeelongPort or anyone else.
- (b) GeelongPort and its Associates may in GeelongPort's absolute discretion deal with any Abandoned Vessel as if it were the Owner and Master, including without limitation the ability to:
 - (i) board, operate, tow or move the Vessel;
 - (ii) remove the Vessel from a Berth and moor it anywhere;
 - (iii) modify any part of the Vessel; or
 - (iv) sell, gift or dispose of the Vessel or the property aboard the Vessel.

- (c) GeelongPort is not liable to the Master, Owner or anyone else for Costs and Losses that arise out of or in connection with an Abandoned Vessel and the property aboard it, including any act or omission (tortious or otherwise) on the part of GeelongPort or its Associates while exercising GeelongPort's rights under clause 4.29(b).
- (d) Notwithstanding clause 4.29(a), without limiting any of GeelongPort's other rights and remedies, the Master and Owner of an Abandoned Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with the Abandoned Vessel and the property aboard it, including any act or omission (tortious or otherwise) by GeelongPort or its Associates pursuant to its rights under clause 4.29(b).
- (e) If GeelongPort sells any part of the Vessel or property aboard the Vessel, the proceeds after deducting GeelongPort's Costs and Losses ("**Net Proceeds**") will be kept aside for the Vessel owner for at least 90 days. If the Net Proceeds are not claimed by the Vessel owner within the 90 day period then, on expiry of the 90 day period, GeelongPort may deal with the Net Proceeds in any way it sees fit and GeelongPort is not liable to anyone who later claims any rights to the Net Proceeds.
- (f) Nothing in clause 4.29(e) shall be interpreted to:
 - (i) require GeelongPort to sell any property in preference to any other thing GeelongPort is entitled to do under clause 4.29(b); or
 - (ii) make GeelongPort a trustee; or
 - (iii) make GeelongPort a bailee.

4.30 Outstanding payment

- (a) The Harbour Master and GeelongPort may detain a Vessel or otherwise prevent a Vessel from leaving or moving anywhere in the Port if:
 - (i) any dues, rates, fees, charges or liabilities to pay Costs and Losses to GeelongPort have been incurred in relation to the Vessel during the Vessel's visit to the Port ("**Liabilities**"); and
 - (ii) GeelongPort considers that the Master, Owner or Shipping Agent of the Vessel are not likely to make:
 - A. payment on account of the Liabilities prior to Vessel departure if payment prior to departure was agreed with GeelongPort or is required by GeelongPort; or
 - B. prompt payment to GeelongPort on account of the Liabilities.
- (b) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with anything done by the Harbour Master, GeelongPort and their respective Associates under clause 4.30(a).

5. Cargo and Berth Management

5.1 Manifest

- (a) The Master and Owner of a Vessel must ensure that before the Vessel unloads Cargo, GeelongPort receives two accurate, legible and complete copies of a

manifest written in English detailing the Cargo to be unloaded at the Port ("**Inward Manifest**").

- (b) The Master and Owner of a Vessel must ensure that the Vessel does not leave the Port unless GeelongPort receives an accurate, legible and complete copy of a manifest or other documentation written in English that provides reasonable details of the Cargo that has been loaded onto the Vessel and any fuel that has been bunkered by the Vessel at the Port ("**Outward Manifest**").
- (c) The Master and Owner of a Vessel must ensure that:
 - (i) if no Cargo is to be unloaded from a Vessel, GeelongPort receives a "Nil" Inward Manifest; and
 - (ii) if no Cargo is to be loaded onto a Vessel and no fuel is to be bunkered by a Vessel, GeelongPort receives a "Nil" Outward Manifest.
- (d) The Master and Owner of a Vessel must ensure that the Inward Manifest or Outward Manifest contains:
 - (i) a declaration signed by the Master or Shipping Agent that the information in the manifest is correct;
 - (ii) the relevant bill of lading numbers;
 - (iii) the shipper's details;
 - (iv) the Cargo Consignee;
 - (v) particulars of Cargo including:
 - A. the relevant marks and numbers of the Cargo;
 - B. Cargo quantity;
 - C. Cargo description;
 - D. Cargo gross weight (in tonnes); and
 - E. total gross measurement in cubic metres(if requested by GeelongPort for particular Cargo);
 - (vi) particulars of fuel bunkered at the Port (if any); and
 - (vii) any other information that the Harbour Master or GeelongPort may reasonably require.

5.2 Dangerous Cargo

- (a) Without limiting clauses 3.2 or 5.1, if Dangerous Cargo is to be unloaded from, loaded onto or kept aboard a Vessel at Berth, the Master and Owner of the Vessel must ensure that GeelongPort is notified of:
 - (i) the potential risks and hazards associated with the Dangerous Cargo;
 - (ii) any special requirements for handling and storing the Dangerous Cargo on the Vessel and in the Port; and
 - (iii) the systems and procedures the Vessel has in place for the safe handling and storage of the Dangerous Cargo,

at least 48 hours before entering the Port.

- (b) With respect to Dangerous Cargo, a Port User must ensure that it and all of its Associates comply with:
 - (i) AS 3846-1998; and
 - (ii) *The Dangerous Goods Act 1985 and Dangerous Goods (Storage and Handling) Regulations 2000.*

5.3 Inspection of Cargo

- (a) A Port User who has possession, custody or control over any Cargo must ensure that:
 - (i) the Cargo is made available for inspection by GeelongPort and its Associates as and when required by GeelongPort and GeelongPort shall be entitled to open any container or break any product wrapping or casing in order to carry out any inspections if GeelongPort considers it necessary or desirable to do so for any reason;
 - (ii) any documentation required by GeelongPort including any cart-note, pass, delivery receipt or manifest is given to GeelongPort or its Associates on demand; and
 - (iii) the Cargo is packed and stowed in a manner that enables it to be readily inspected.
- (b) GeelongPort may do everything necessary to prevent any Vessel or Vehicle carrying Cargo from berthing or entering or leaving the Port if GeelongPort or its Associates:
 - (i) suspect that the Cargo:
 - A. does not match the documents supplied by the person in the possession, custody or control of the Cargo;
 - B. is illicit; or
 - C. is or contains Dangerous Cargo that has not been appropriately stored, packaged or stowed;
 - (ii) are unable to verify what the Cargo is; or
 - (iii) form the reasonable opinion that the Cargo may be a threat to security or the environment.
- (c) GeelongPort is not liable to any person for any Costs and Losses that arise out of or in connection with any inspection or lack of inspection of Cargo, including anything done by GeelongPort's Associates under clause 5.3(b).

5.4 Loading and unloading of Cargo

- (a) The Master and Owner of a Vessel in the Port must ensure that Cargo is not loaded onto or unloaded from the Vessel without GeelongPort's permission.
- (b) The Master and Owner of a Vessel that will have Cargo loaded onto or unloaded from the Vessel in the Port must ensure that:

- (i) loading or unloading only occurs at the Designated Loading Areas unless GeelongPort directs otherwise;
 - (ii) loading or unloading proceeds expeditiously until it is completed;
 - (iii) all necessary precautions are taken to avoid damage to any Vessel, Cargo, property and injury to people in the Port including measures to suppress dust and any other pollutants as much as possible; and
 - (iv) GeelongPort is notified when loading or unloading of the Vessel has been commenced, completed, suspended or cancelled.
- (c) A Port User must ensure that neither it nor any of its Associates cause or permit Cargo to be placed in any area other than the Laydown Areas or other areas designated by GeelongPort when the Cargo is unloaded from or waiting to be loaded onto a Vessel.
- (d) Where no Laydown Area or other area has been designated by GeelongPort, a Port User must ensure that it and all of its Associates cause or permit Cargo unloaded from or waiting to be loaded onto a Vessel to be placed in areas:
- (i) where it is safe to do so; and
 - (ii) that do not interfere with GeelongPort or other Port Users.
- (e) A Port User other than an Owner or Master of a Vessel must ensure that neither it nor any of its Associates cause or permit Cargo that has been loaded onto or unloaded from a Vessel be left on any Berth for a Lengthy Period other than in a Laydown Area, Storage Area or other area designated by GeelongPort.
- (f) If directed by GeelongPort, a Port User must ensure that neither it nor any of its Associates, cause or permit any Cargo to be unloaded from or loaded onto a Vessel directly to or from a Vehicle or other Vessel.
- (g) The Master and Owner of a Vessel that is being loaded or unloaded with Cargo at a Berth must ensure that access to the Berth is not unreasonably obstructed during loading or unloading.

5.5 Loading and unloading plant and equipment

The Master and Owner of Vessel that is moored at a Berth must ensure that:

- (a) all loading and unloading plant and equipment on board a Vessel is fit for its purpose; and
- (b) any faulty or defective loading and unloading plant and equipment is not used.

5.6 Slings

The Master and Owner of a Vessel that is unloading Cargo at a Berth must ensure that all Cargo is properly and safely slinged, rigged and secured for movement in such a way as to avoid any:

- (a) breakage of slings and rigging equipment;
- (b) damage to Cargo;
- (c) damage to the Equipment and Facilities; or
- (d) injury to people handling the Cargo and injury to anyone else.

5.7 Heavy and bulk Cargo

A Port User must ensure that neither it nor any of its Associates cause or permit any heavy or bulk Cargo to be tipped or thrown out from any Vehicle or Vessel onto a Berth.

5.8 Bulk Cargo not to be deposited at a Berth

A Port User must ensure that neither it nor any of its Associates cause or permit any bulk Cargo to be deposited on any Berth without GeelongPort's permission.

5.9 Sorting, packing, repair and screening of Cargo

- (a) A Port User must ensure that neither it nor any of its Associates sort, open, pack or repack, screen, weigh, sample or repair cases or containers or any other thing enclosing Cargo ("**Deal with Cargo**") on any Berth or in any Laydown Area, Storage Area or other area designated by GeelongPort without GeelongPort's permission.
- (b) A Port User must ensure it and its Associates only Deal with Cargo in an area in the Port:
 - (i) where it is safe to do so; and
 - (ii) that does not interfere with GeelongPort or other Port Users.
- (c) GeelongPort shall not be liable to any person for any Costs and Losses that arise out of or in connection with any Dealing with Cargo.
- (d) Without limiting any of GeelongPort's other rights or remedies, the Port User shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with any Dealing with Cargo by the Port User or any of its Associates.

5.10 Damaged Cargo

- (a) The Master and Owner of a Vessel that is being loaded or unloaded at the Port must ensure that:
 - (i) GeelongPort is notified of any substantial damage to Cargo ("**Damaged Cargo**") before the Cargo is loaded or unloaded as the case may be; and
 - (ii) no Damaged Cargo is loaded or unloaded from the Vessel without GeelongPort's permission.

However, the provisions of clause 5.10(a)(i) and 5.10(a)(ii) shall only apply if GeelongPort (acting reasonably) considers that the Damaged Cargo presents a material risk of damaging or endangering the safety of any person, property or the environment in or around the Port.

- (b) GeelongPort may arrange for an expert inspection and report on the safety of any damaged Cargo and the Master and Owner shall ensure that GeelongPort and its Associates are given immediate access to the Vessel and any Cargo to carry out any inspection. The Master and Owner of the Vessel shall be jointly and severally liable for the cost of any inspection and report.
- (c) If GeelongPort forms the reasonable opinion that destruction of damaged Cargo is necessary to:
 - (i) ensure the safety of people and property in the Port;

- (ii) limit or avoid any potential damage to the environment in the Port;
- (iii) remove any obstruction or interference with the safe and efficient operation of the Port;

then

- (iv) the Master and Owner must ensure that any damaged Cargo is destroyed if so directed by GeelongPort; or
 - (v) GeelongPort or its Associates may destroy the damaged Cargo.
- (d) GeelongPort shall not be liable to any person for any Costs and Losses that arise out of or in connection with damaged Cargo, including the destruction of damaged Cargo under 5.10(c).
- (e) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with damaged Cargo, including the destruction of damaged Cargo under 5.10(c).

5.11 GeelongPort may move Cargo

- (a) GeelongPort and its Associates may without notice do everything necessary to move any Cargo within the Port if GeelongPort considers it reasonably necessary for any purpose connected with:
- (i) safety, security or the protection of any person, property or the environment in or around the Port; or
 - (ii) efficient Port operations of any kind.
- (b) GeelongPort shall not be liable to any person for any Costs and Losses that arise out of or in connection with the movement of any Cargo by GeelongPort or its Associates.

5.12 Moving Cargo between Vessels

A Port User must ensure that neither it nor any of its Associates cause or permit Cargo or other property to be moved from one Vessel to another without GeelongPort's permission.

5.13 Cargo falling overboard

- (a) If any Cargo or other property is lost or falls onto the Berth or into the Port waters during loading or unloading of a Vessel ("**Fallen Cargo**"), the Master and Owner of the Vessel must ensure that:
- (i) loading or unloading of Cargo ceases unless it is safe to continue;
 - (ii) GeelongPort is immediately notified;
 - (iii) the Fallen Cargo is recovered as soon and as quickly as possible or as GeelongPort directs;
 - (iv) any damage to the Berth is fully repaired to GeelongPort's satisfaction within the time directed by GeelongPort at the Master's and Owner's cost; and

- (v) the Berth and the Port waters are cleaned at the Master's and Owner's cost to GeelongPort's satisfaction.
- (b) GeelongPort and its Associates may do everything GeelongPort considers necessary in relation to Fallen Cargo.
- (c) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with Fallen Cargo, including anything done by GeelongPort or its Associates under clauses 5.13(b) and 5.13(e).
- (d) Without limiting any of GeelongPort's other rights or remedies, the Master and Owner of the Vessel shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with Fallen Cargo, including the Costs and Losses incurred by GeelongPort in relation to anything done by GeelongPort or its Associates:
 - (i) to locate and remove the Fallen Cargo;
 - (ii) to repair damage to the Berth;
 - (iii) to clean the Berth and water;
 - (iv) to mitigate the effect of the Fallen Cargo on Port operations; and
 - (v) under clause 5.13(e) in relation to the Fallen Cargo once recovered.
- (e) If GeelongPort recovers the Fallen Cargo and the Fallen Cargo is not claimed by any person after a Lengthy Period, GeelongPort and its Associates may in GeelongPort's absolute discretion, deal with the Discharged Item as if it were its owner, including the ability to:
 - (i) modify any part of the Fallen Cargo;
 - (ii) sell, gift or dispose of the Fallen Cargo; and
 - (iii) dismantle, sink or otherwise destroy the Fallen Cargo.
- (f) Nothing in this clause 5.13 limits the application of clause 4.27.

5.14 Storage of Cargo

- (a) A Port User must ensure that neither it nor any of its Associates causes or permits any Cargo or other goods to be set down or stored at any Laydown Area, Storage Area or other area designated by GeelongPort unless a completed Application for Storage has been submitted to, and accepted by, GeelongPort.
- (b) GeelongPort may allocate a Laydown Area, Storage Area or other area designated by GeelongPort ("**Allocated Storage Area**") for Storage of Cargo or other goods and the time for which the Cargo may be stored.
- (c) Allocation of an Allocated Storage Area is always subject to availability and suitability. GeelongPort will determine availability and suitability in its absolute discretion.
- (d) If GeelongPort considers it necessary for any reason, GeelongPort may at any time withdraw, suspend, reallocate, terminate or otherwise vary or modify any usage or access rights that are granted to a Port User in respect of any Storage Area.

- (e) If GeelongPort exercises any of its rights under clause 5.14(d), nothing will relieve the Port User from liability accrued and nothing will entitle the Port User to any Costs and Losses.
- (f) GeelongPort gives no warranty as to the use to which any Storage Area may be or is suitable to be put.
- (g) Nothing in these Port Standards and Procedures imposes any legal or equitable obligations on GeelongPort to protect a Port User using a Storage Area against the activities of other Port Users.
- (h) The Port User using a Storage Area is at all times solely responsible for security within the Storage Area and nothing makes GeelongPort a bailee in respect of anything stored in a Storage Area.
- (i) GeelongPort is not liable to any person for any Costs and Losses relating to any Cargo or other goods that are stored at the Port, however the loss or damage arises, including any lack of security.
- (j) GeelongPort will not become liable for any Costs and Losses or damage caused to any Cargo or other goods stored at the Port because GeelongPort provides or attempts to provide protection or security for the Cargo or other goods.
- (k) The Port User using a Storage Area must ensure that:
 - (i) neither it nor any of its Associates uses an Allocated Storage Area for any reason or purpose other than the storage of the Cargo or other goods specified in the Application for Storage;
 - (ii) neither it nor any of its Associates moves Cargo or other goods from one Storage Area to another area within the Port without GeelongPort's permission;
 - (iii) Cargo or other goods are not stored at the Storage Area for longer than the time permitted by GeelongPort ("**Permitted Storage Time**");
 - (iv) the Storage Area and all of GeelongPort's fixtures and fittings in the Storage Area are kept in good repair and condition at all times;
 - (v) the Storage Area is yielded up at the expiration of the Permitted Storage Time in good repair and condition and all articles brought onto the Storage Area are removed and any damage that occurs as a result of such removal is repaired; and
 - (vi) all Cargo or other goods placed in a Storage Area are placed and stacked:
 - A. safely;
 - B. away from doors, walls and traffic areas in the Storage Area; and
 - C. in a way that is convenient for inspection by AQIS officials.

5.15 Cargo Storage Fees

- (a) A Port User who has any of the Port User's Cargo or other goods stored in any Storage Area or other area of the Port that is controlled and occupied by GeelongPort ("**GeelongPort Controlled Area**") must pay the Storage Fees to

GeelongPort and payment must be made without set-off (whether at law or in equity) and free from any deductions whatsoever.

- (b) Unless otherwise agreed between GeelongPort and the Port User in writing, the Port User must pay all Storage Fees and other moneys owing to GeelongPort before any of the Port User's Cargo or other goods are removed from the Port.
- (c) If any of the Port User's Cargo or other goods remain at a Storage Area or in any GeelongPort Controlled Area for more than the Permitted Storage Time, then GeelongPort may render invoices to the Port User on account of any Storage Fees and other moneys owing to GeelongPort and the Port User must pay each invoice on the date that is the earlier of:
 - (i) the date that is 7 days after the date on which the relevant invoice is rendered; and
 - (ii) the date on which the Port User's Cargo or other goods are removed from the Storage Area or any other GeelongPort Controlled Area (with payment to be made in accordance with clause 5.15(b)).
- (d) If GeelongPort requires the Port User to provide a bond, guarantee or other form of security with respect to the payment of the Storage Fees or other moneys then the Port User must ensure that the security is provided as and when required by GeelongPort.

5.16 Abandoned Cargo

- (a) If any Cargo or other goods remain in a Storage Area or any other GeelongPort Controlled Area for a period that exceeds the term of the Permitted Storage Time then, if GeelongPort wishes the Cargo or other goods to be moved and:
 - (i) has given written notice to the owner of the Cargo or other goods to remove the Cargo or other goods from the Storage Area and the owner of the Cargo or other goods has not complied with the request within 30 days of the request being made; or
 - (ii) has not received any contact from the owner of the Cargo or other goods and has made reasonable efforts to contact the owner of the Cargo or other goods,then GeelongPort may deem the Cargo or other goods to be abandoned ("**Abandoned Cargo**") and the owner of the Abandoned Cargo will be deemed to have unequivocally and irrevocably waived their right to assert any property rights to the Abandoned Cargo as against GeelongPort.
- (b) GeelongPort may in its absolute discretion deal with any Abandoned Cargo as if it were the owner and its rights shall include the right to remove the Abandoned Cargo from the Storage Area or elsewhere in the Port and store, sell, gift or dispose of the Abandoned Cargo free of all encumbrances and interests.
- (c) GeelongPort is not liable to any Port User, the owner of the Cargo or other goods or anyone else for Costs and Losses that arise out of or in connection with any Abandoned Cargo, including any act (tortious or otherwise) on the part of GeelongPort or its Associates while exercising GeelongPort's rights under clause 5.16(b).
- (d) Notwithstanding clause 5.16(a), without limiting any of GeelongPort's other rights and remedies, any Port User who owns any Abandoned Cargo will reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with

the Abandoned Cargo, including any act or omission (tortious or otherwise) by GeelongPort or any of its Associates while exercising any rights under clause 5.16(b).

- (e) If GeelongPort sells any of the Abandoned Cargo, the proceeds after deducting GeelongPort's Costs and Losses ("**Net Cargo Proceeds**") will be kept aside for the owner of the Cargo for at least 12 months from the date the Abandoned Cargo is sold ("**12 Month Period**"). GeelongPort will, within the 12 Month Period, use its reasonable endeavours to contact and notify the owner of the sale of the Abandoned Cargo and of GeelongPort's possession of the Net Cargo Proceeds. If the Net Cargo Proceeds are not claimed by the owner of the Cargo within the 12 Month Period then, on expiry of the 12 Month Period, GeelongPort may deal with the Net Cargo Proceeds in any way it sees fit and GeelongPort is not liable to anyone who later claims any rights to the Net Cargo Proceeds.
- (f) Nothing in clause 5.16(e) shall be interpreted to:
 - (i) require GeelongPort to sell any Cargo or other goods in preference to any other thing GeelongPort is entitled to do under clause 5.16(b);
 - (ii) make GeelongPort a trustee in relation to any Cargo or other goods; or
 - (iii) make GeelongPort a bailee in relation to any Cargo or other goods.

5.17 Cargo Consignee Lien etc

- (a) If any money is owing by any Cargo Consignee to GeelongPort with respect to the Storage of any Cargo or other goods, then GeelongPort shall have a lien over the Cargo and other goods and may distrain and detain the Cargo and other goods (or any of it) until the money owing has been paid in full. GeelongPort shall notify the Cargo Consignee if it exercises its distraint and detention rights.
- (b) If GeelongPort distrains or detains any of the Cargo or other goods pursuant to clause 5.17(a) ("**Detained Cargo**") then:
 - (i) GeelongPort may store the Detained Cargo anywhere ("**Detention Storage or Removal**"). The Cargo Consignee shall pay all costs and expenses incurred by GeelongPort or any of its Associates in relation to any Detention Storage or Removal on demand;
 - (ii) GeelongPort may give the Cargo Consignee a notice ("**Final Notice**") requiring the Cargo Consignee to collect the Detained Cargo by a designated deadline date being a date that, in GeelongPort's absolute discretion, is at least 14 days after the date of the Final Notice ("**Final Deadline**");
 - (iii) following receipt of a Final Notice the Cargo Consignee must, in compliance with the requirements of clause 5.15(b)(payment before removal), ensure that the Detained Cargo is removed from the Port or wherever else it may then be located on or before the Final Deadline;
 - (iv) if any Detained Cargo is not removed on or before the Final Deadline then GeelongPort may sell some or all of the Detained Cargo at any price GeelongPort determines in its absolute discretion and GeelongPort shall apply the proceeds of sale towards:
 - A. the payment of any moneys then owing to GeelongPort; and

B. payment of any costs and expenses incurred by GeelongPort or any of its Associates in relation to the sale,

and GeelongPort shall pay the balance (if any) of any proceeds of sale to the Cargo Consignee; and

(v) for the purposes of any sale affected by GeelongPort pursuant to clause 5.17(b)(iv), GeelongPort shall be deemed to be exercising a power of sale pursuant to its lien over the Cargo and other goods.

(c) GeelongPort is not liable to any Port User, the owner of the Cargo or other goods, the Cargo Consignee or anyone else for Costs and Losses that arise out of or in connection with any lien, including any act (tortious or otherwise) on the part of GeelongPort or its Associates while exercising GeelongPort's rights under clause 5.17(b)(iv).

5.18 Maximum Berth and Pier Loading

(a) With respect to all activities carried on by a Port User or any of its Associates at or on a Berth, including crane operations, heavy lifts and use of over-dimensional Vehicles on the Berth, Port Users must ensure that neither it nor any of its Associates cause or permit a load exceeding the Maximum Berth and Pier Loading to be imposed on the Berth.

(b) Without limiting any of GeelongPort's other rights or remedies, a Port User shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with any breach of 5.17(a) by the Port User.

5.19 Prevention of Loss or Damage

A Port User who uses any Storage Area or carries on any activity or operations in the Port must ensure that neither it nor any of its Associates does anything or omits to do anything on or in connection with the Storage Area or its activities or operations that causes or is likely to cause loss or damage to GeelongPort or any other Port User including loss or damage arising out of the escape of fumes, odours, product and dust of any kind.

6. Facilities and Equipment

6.1 Application

A Port User must ensure that neither it nor any of its Associates uses any Facilities or Equipment, unless a completed Application for Facility Hire or Application for Equipment Hire is submitted to and accepted by GeelongPort.

6.2 Availability

(a) Allocation of Facilities and Equipment is always subject to availability and suitability. GeelongPort will determine availability and suitability in its absolute discretion.

(b) If GeelongPort considers it necessary for any reason, GeelongPort may at any time withdraw, suspend, reallocate, terminate or otherwise vary or modify any usage or access rights that are granted with respect to any Facilities or Equipment.

(c) If GeelongPort exercises any of its rights under clause 6.2(b), nothing will relieve the Port User from any liability accrued nor entitle the Port User to any Costs and Losses.

- (d) If GeelongPort considers that a Port User should use certain services, extra resources or equipment in order to ensure safety, security, operational efficiency, general expediency or Port User compliance with any laws or industry standards ("**Extra Requirements**") then the Port User must promptly utilise and otherwise comply with any Extra Requirements that are imposed by GeelongPort and the Port User shall pay any applicable usage costs for the Extra Requirements in accordance with GeelongPort's Rates and Charges

6.3 No Warranty

GeelongPort makes no warranty about the suitability of the Facilities or Equipment for use.

6.4 Port User's duties

If a Port User uses any Equipment or Facilities, the Port User must ensure that it and its Associates:

- (a) have checked the Equipment or Facilities prior to their use and are satisfied that the Equipment or Facilities to be used are free from any substances which may damage or contaminate its goods and are in all respects safe to operate;
- (b) follow all operating instructions posted on the Equipment or Facilities or any directions given by GeelongPort;
- (c) do not damage any part of the Equipment or Facilities;
- (d) treat and care for the Equipment or Facilities as would a careful and prudent owner in order to prevent any damage to the Equipment or Facilities;
- (e) do not remove any identification marks on the Equipment or Facilities;
- (f) have all the training, expertise, licences and permits necessary to use the Equipment or Facilities;
- (g) are properly supervised when using the Equipment or Facilities;
- (h) only use the Equipment or Facilities in the manner and for the purpose the Equipment or Facilities were constructed and in accordance with the manufacturer's specifications and instructions;
- (i) keep the Equipment or Facilities at all times in the exclusive possession, control and operation of the Port User or any of its Associates;
- (j) permit GeelongPort and its Associates to inspect the Equipment or Facilities at any reasonable time;
- (k) do not abandon or permit to be abandoned any part of the Equipment or Facilities in any location;
- (l) keep the Equipment or Facilities free from any distress, execution or other legal process and take all reasonable steps to safeguard GeelongPort's title, rights and interests in the Equipment or Facilities, and not do or permit anything which might reasonably be expected to expose the Equipment or Facilities to penalty, forfeiture, impounding, detention or destruction;
- (m) if the Equipment or Facilities are seized, notify any person seizing the Equipment or Facilities of GeelongPort's interest and immediately notify GeelongPort in writing of the seizure; and

- (n) clean and remove any contaminants from the Equipment or Facilities when the Equipment or Facilities are no longer required to be used.

6.5 Damage or malfunction of Equipment or Facilities

- (a) If a Port User or any of its Associates suspect that any damage or malfunction has occurred to any Equipment or Facilities, the Port User must ensure that:
 - (i) the Equipment or Facilities are not used by the Port User or any of its Associates; and
 - (ii) GeelongPort is immediately notified of the damage or malfunction.
- (b) GeelongPort shall not be liable to the Port User or any other person for any Costs and Losses that arise from the damage or malfunction of the Equipment or Facilities for any reason, including any negligence or other tortious conduct on the part of GeelongPort or any of its Associates.
- (c) A Port User must at its own cost, repair any damage caused to the Equipment or Facilities by it or any of its Associates.
- (d) If GeelongPort is not satisfied with the condition of Equipment or Facilities after they have been used by the Port User or any repairs made to the Equipment or Facilities by the Port User, then GeelongPort and its Associates may do everything necessary to put the Equipment or Facilities into the condition that they were in prior to their use by the Port User.
- (e) Without limiting any of GeelongPort's other rights or remedies, the Port User shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or any of its Associates under clause 6.5(d).

7. Services

7.1 Work Permit

- (a) A Port User must ensure that neither it nor any of its Associates conducts Services of any kind in the Port without a Work Permit.
- (b) If GeelongPort considers it necessary for any reason, GeelongPort may at any time withdraw, suspend, reallocate, terminate or otherwise vary or modify the terms of any Work Permit.
- (c) If GeelongPort exercises any of its rights under clause 7.1(b), nothing will relieve the Port User from any liability accrued nor entitle the Port User to any Costs and Losses.

7.2 Port User's duties

If GeelongPort grants a Work Permit to a Port User to perform Services in the Port, the Port User must ensure that it and its Associates:

- (a) do not damage anything in the Port;
- (b) complete the Services within the time required by GeelongPort;
- (c) perform Services in a conscientious, expeditious and workmanlike manner with a high degree of skill, competence and professionalism;
- (d) have training, expertise, licences and permits necessary to provide Services;

- (e) are properly supervised if required by GeelongPort;
- (f) where required by GeelongPort, do not permit or cause any person to provide any part of the Services unless that person is approved by GeelongPort;
- (g) do not interfere with any Port User's property or operations in the Port except with GeelongPort's permission;
- (h) provide progress reports and any other information concerning the Services as required by GeelongPort;
- (i) do not vary, modify or exceed the Services permitted under the Work Permit without GeelongPort's permission;
- (j) remove, re-execute, replace or amend any aspects of the Services if required by GeelongPort;
- (k) take all necessary precautions to ensure the safety of people and property in the Port; and
- (l) supply and wear any safety gear and clothing required to be worn by GeelongPort.

7.3 Notices

If GeelongPort grants a Work Permit to a Port User to conduct Services in the Port, the Port User must ensure that GeelongPort is notified:

- (a) when the Services have been commenced, suspended or completed;
- (b) when the Port User is unable to provide the Services; and
- (c) of any accident or incident that occurs in relation to the Services.

8. Emergencies

8.1 Emergency Management Plan

A Port User must ensure that it and all of its Associates are aware of and obey the Port's Emergency Management Plan.

8.2 Emergency Announcements

A Port User must ensure that it and all of its Associates observe and obey all Emergency announcements by GeelongPort.

8.3 Reporting information

A Port User must ensure that it and all of its Associates:

- (a) give GeelongPort immediate notice of any actual or potential emergency, threat or hazard that the Port User or any of its Associates become aware of in relation to anything in the Port; and
- (b) produce on demand any information required by GeelongPort in relation to an Emergency in the Port.

8.4 Powers in an Emergency

GeelongPort and its Associates may do everything GeelongPort considers necessary in relation to any Emergency in the Port.

8.5 Duties in an Emergency

In an Emergency, a Port User must ensure that it and all of its Associates:

- (a) obey GeelongPort's directions; and
- (b) do not obstruct or interfere with any effort by GeelongPort and its Associates to combat or mitigate the effects of the Emergency.

8.6 Interference with emergency equipment

Except in an Emergency, or as directed by GeelongPort, a Port User must ensure that neither it nor any of its Associates deactivates or interferes with any emergency facility or equipment in the Port including any:

- (a) life saving and first-aid equipment; or
- (b) alarm or signalling device.

8.7 False Alarms

- (a) A Port User must ensure that neither it nor any of its Associates deliberately raises any false alarm.
- (b) Without limiting any of GeelongPort's other rights or remedies, a Port User shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with any deliberate false alarm raised by the Port User or any of its Associates.

9. Environmental Protection

9.1 Environmental Legislation

The provisions of these Port Standards and Procedures relating to environmental protection are in addition to the provisions of any State or Federal legislation that relate to the environment.

9.2 Pollution and contamination

- (a) A Port User must ensure that it and all of its Associates:
 - (i) do all things reasonably necessary to prevent pollutants or contaminants from escaping onto GeelongPort's land or into the Port waters or into the air surrounding the Port;
 - (ii) do all things reasonably necessary to contain, minimise the effect of and remove pollutants and contaminants from GeelongPort's land or the Port waters if any pollutants or contaminants escape because of any act or omission by the Port User or any of its Associates; and
 - (iii) comply with any requirements relating to pollution and contamination set out in the VRCA's Handbook.

- (b) If GeelongPort is not satisfied with anything done by a Port User under clause 9.2(a) GeelongPort may do everything necessary to contain, clean-up and mitigate the effect of any contamination or pollution.
- (c) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with any contamination or any pollution, including anything done by GeelongPort or any of its Associates under clause 9.2(b).
- (d) Without limiting GeelongPort's other rights or remedies, the relevant Port User shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of anything done by GeelongPort or any of its Associates under clause 9.2(b).

9.3 Reporting information

A Port User must ensure that it and all of its Associates:

- (a) give GeelongPort immediate notice of actual or potential environmental hazard that the Port User or any of its Associates becomes aware of in relation to anything in the Port; and
- (b) produce on demand any information reasonably required by GeelongPort's in relation to any actual or potential environmental hazard in the Port.

9.4 Interference with marine life

A Port User must ensure that neither it nor any of its Associates remove, kill, damage or otherwise interfere with any form of animal or plant marine life from anywhere in the Port without GeelongPort's permission.

9.5 Dead animals

A Port User must ensure that neither it nor any of its Associates cause or permit any dead animal of any kind to be left anywhere in the Port.

9.6 Litter and rubbish

A Port User must ensure that neither it nor any of its Associates cause or permit any litter, rubbish or trash to be left anywhere in the Port except in the receptacles provided in the Port for this purpose.

10. Access and Security

10.1 Maritime Transport and Offshore Facilities Security Act not limited

The provisions of these Port Standards and Procedures relating to access and security are in addition to the provisions of the *Maritime Transport and Offshore Facilities Security Act 2003* which must be observed by all Port Users to whom that Act applies.

10.2 Entry to the Port

- (a) A Port User must ensure that neither it nor any of its Associates enters any Port land without GeelongPort's permission.
- (b) A Port User must ensure that neither it nor any of its Associates enter or exit from any Port land from any place except the designated entrance and exit places.

10.3 Prohibited Area

A Port User must ensure that neither it nor any of its Associates enter any Prohibited Area without GeelongPort's permission. No Port User or any of its Associates may enter Prohibited Areas without GeelongPort's permission.

10.4 Security Passes

- (a) A Port User must ensure that it and its Associates:
 - (i) wear (if required) or carry valid and current Security Passes;
 - (ii) do not cause or permit their Security Passes to be:
 - A. lost;
 - B. damaged;
 - C. used by any other person; or
 - D. worn or carried by any other person;
 - (iii) immediately inform GeelongPort of the loss or theft of the Port User's Security Passes; and
 - (iv) produce their Security Passes to GeelongPort or its Associates on demand.
- (b) GeelongPort and its Associates may do everything necessary to remove a person from the Port if that person does not have any Security Passes.

10.5 Security Barriers

A Port User must ensure that neither it nor any of its Associates:

- (a) passes through a Security Barrier without a valid and current Security Passes that entitles them to pass through that Security Barrier; or
- (b) defaces, destroys, obstructs or otherwise interfere with any Security Barrier in the Port.

10.6 Screening and inspection

- (a) A Port User must ensure that it and all of its Associates:
 - (i) stop any activity; and
 - (ii) make any Cargo, property, Vessel or Vehicle available for inspection by GeelongPort and its Associates,

if demanded to do so by GeelongPort or any of its Associates for purposes connected with Port security.
- (b) GeelongPort and its Associates may do everything necessary to:
 - (i) stop a Port User and any of its Associates in the Port;
 - (ii) stop a Vehicle or Vessel in the Port;
 - (iii) search a Port User or any of its Associates and inspect their property;

- (iv) board and inspect any Vehicle or Vessel; and
- (v) inspect any property and Cargo and open any container or packaging that the property or Cargo is in,

for the purpose of determining any threat to security in the Port.

- (c) GeelongPort and its Associates may do everything necessary to remove:
 - (i) any person who is not willing to stop on demand; and
 - (ii) any property, Cargo, Vehicle or Vessel that GeelongPort or its Associates are unable to search or inspect for any reason whatsoever.

10.7 GeelongPort's powers

- (a) If GeelongPort considers it necessary for the purpose of maintaining security in the Port, GeelongPort and its Associates may do everything necessary to detain or remove any person, property, Cargo, Vehicle or Vessel from the Port.
- (b) GeelongPort will not be liable to any person for any Costs and Losses that arise out of or in connection with anything done by GeelongPort or its Associates under clause 10.7(a).

10.8 Security Announcements

A Port User must ensure that it and all of its Associates observe and obey all security announcements in the Port by GeelongPort and its Associates.

10.9 Reporting information

A Port User must ensure that it and all of its Associates:

- (a) produce on demand any information reasonably required by GeelongPort or its Associates in the interests of security in the Port; and
- (b) immediately report any unauthorised or suspicious persons or behaviour to GeelongPort or its Associates.

10.10 Firearms

A Port User must ensure that neither it nor any of its Associates loads or discharges any firearm while in the Port.

10.11 Security Plan

- (a) If required by GeelongPort, Long-term Port Users must prepare and provide GeelongPort with a detailed security management plan ("**Security Plan**") that sets out the systems, practices and procedures that will apply to govern:
 - (i) the surveillance and security of the area of the Port used by the Long-term Port User ("**Security Area**") and all people and property in the Security Area; and
 - (ii) the compliance monitoring and reporting protocols for the Long-term Port User's surveillance and security systems, practices and procedures in the Security Area.

- (b) Long-term Port Users shall incorporate any changes, additions or variations to the Security Plan as required by GeelongPort from time to time, and provide a revised copy of the Security Plan to GeelongPort within 7 days of any revision.

10.12 Security Plan implementation and review

If required to prepare a Security Plan, Long-term Port Users shall:

- (a) implement, maintain and monitor all systems, practices and protocols set out in the Security Plan;
- (b) conduct a review in accordance with the provisions of the Security Plan ("**Security Review Date**") and use its reasonable endeavours to revise and improve the Security Plan and keep it up to date in accordance with best industry practice in relation to security and incorporate such practices into its Security Plan;
- (c) provide GeelongPort with a current copy of the Security Plan for consideration within 30 days of each Security Review Date and the Long-term Port User shall promptly implement any of GeelongPort's required changes, additions or variations;
- (d) conduct a thorough annual internal audit of the Security Plan and prepare audit reports by the 30th of June in each year that the Long-term Port User uses the Port ("**Audit Date**") outlining in detail the Long-term Port User's compliance and compliance failures under the Security Plan over the previous year ("**Audit Report**"); and
- (e) provide GeelongPort with a copy of the Audit Report within 30 days of each Audit Date.

11. Conduct of Port Users in the Port

11.1 Social functions

The Master or Owner of a Vessel must not permit any social functions (other than functions involving the Vessel's Master and crew and less than 5 invited guests) to occur on the Vessel without GeelongPort's permission.

11.2 Notices and signs

A Port User must ensure that it and all of its Associates:

- (a) observe and obey all notices and signs in the Port;
- (b) do not remove, deface, modify or otherwise interfere with any notice or sign in the Port; and
- (c) do not write, paint or place a notice, sign or other document anywhere in the Port or on property in the Port without GeelongPort's permission.

11.3 Fishing in the Port

A Port User must ensure that neither it nor any of its Associates fish in the Port without GeelongPort's permission.

11.4 Animals in the Port

A Port User must ensure that neither it nor any of its Associates cause or permit any animal in the possession, custody or control of the Port User or any of its Associates to enter the Port without GeelongPort's permission.

11.5 Intoxication

- (a) A Port User must ensure that neither it nor any of its Associates enter or remain in the Port in an intoxicated state.
- (b) If a person in the Port appears to GeelongPort or its Associates to be intoxicated, then GeelongPort and its Associates may do everything necessary to refuse entry to or remove that person from the Port.
- (c) Any person in the Port must if requested by GeelongPort or its Associates submit to any random drug and alcohol test.
- (d) Comply with GeelongPort's Drug and Alcohol Policy.

11.6 Smoking in the Port

A Port User must ensure that neither it nor any of its Associates smoke in any:

- (a) building in the Port; or
- (b) area designated by a sign or notice as being a non-smoking area.

11.7 Providing goods or services and soliciting business in a port

A Port User must ensure that neither it nor any of its Associates provide any goods or services or solicit business of any kind in the Port without GeelongPort's permission.

11.8 Swimming

Except in an Emergency or where permitted by GeelongPort, a Port User must ensure that neither it nor any of its Associates, enters, dives into or jumps into the Port waters.

11.9 Recreational activities

A Port User must ensure that neither it nor any of its Associates:

- (a) operates a personal or recreational watercraft; or
- (b) engages in any form of aquatic sport,

in the Port without GeelongPort's or the Harbour Master's permission.

12. Vehicles in the Port

12.1 Road Legislation

The provisions of these Port Standards and Procedures in relation to Vehicles in the Port are in addition to any State or Federal legislation relating to roads, Vehicles and traffic.

12.2 Driving with care

A Port User must ensure that neither it nor any of its Associates operate a Vehicle in the Port unless it and its Associates:

- (a) have all the training, expertise, licences and permits necessary to operate the Vehicle;
- (b) drive at a safe speed and within all sign posted speed limits;
- (c) drive with due care and attention; and
- (d) wear seat belts at all times.

12.3 Insurance

If GeelongPort requires, a Port User must ensure that neither it nor any of its Associates operates a Vehicle in the Port unless the Port User has insurance on terms acceptable to GeelongPort.

12.4 Prohibited Driving Areas

A Port User must ensure that neither it nor any of its Associates operates a Vehicle in the Port in any Prohibited Driving Areas without GeelongPort's permission.

12.5 Complying with traffic signs and directions

A Port User must ensure that it and all of its Associates when operating a Vehicle in the Port observe and obey:

- (a) all traffic signs in the Port; and
- (b) any of GeelongPort's and its Associate's traffic directions.

12.6 Collisions and accidents involving Vehicles

If a collision or accident occurs in the Port involving any Vehicle in the possession, custody or control of the Port User or any of its Associates, the Port User must ensure that GeelongPort is notified as soon as possible of the collision or accident specifying:

- (a) the time and location of the collision or accident;
- (b) the persons involved in the collision or accident;
- (c) the events leading up to and during the collision or accident;
- (d) any damage to Vehicles, property or people in the Port; and
- (e) any other matter that may affect the efficient or safe operation of the Port.

12.7 Parking

A Port User must ensure that neither it nor any of its Associates parks or stops a Vehicle in any area:

- (a) designated by a sign or notice as a no-parking or no-stopping area;
- (b) that obstructs traffic in the Port;
- (c) that interferes with the efficient or safe operation of the Port; or
- (d) that it is dangerous to do so.

12.8 Obstructing vehicles

- (a) A Port User must ensure that it and its Associates move any Vehicle in the possession, custody or control of the Port User or any of its Associates if required by GeelongPort.
- (b) GeelongPort and its Associates may do everything necessary to move any Vehicle that in GeelongPort's opinion is obstructing traffic or the efficient and safe operation of the Port.
- (c) GeelongPort is not liable to any person for Costs and Losses that arise out of or in connection with anything done by GeelongPort to remove any Vehicle that in GeelongPort's opinion is obstructing traffic or the efficient and safe operation of the Port.
- (d) Without limiting any of GeelongPort's other rights or remedies a Port User shall promptly reimburse GeelongPort for all of its Costs and Losses that arise out of or in connection with the removal of a Vehicle that the Port User or any of its Associates caused or permitted to be an obstruction to traffic or the efficient or safe operation of the Port.

13. Limitations and exclusions

13.1 Limitations

Regardless of any contributing acts or omissions on the part of GeelongPort or any of its Associates (regardless of how negligent, tortious or otherwise wrongful the acts or omissions may be), GeelongPort will not owe any Port User any duty of care in relation to, or be responsible for or liable to any Port User for:

- (a) anything arising out of the activities, acts or omissions of any other Port User or Port entrant (including any stevedore) while they or any of their Associates are in the Port (regardless of how negligent, tortious or otherwise wrongful the activities, acts or omissions may be);
- (b) anything arising out of circumstances where any Equipment or Facilities are used, have been used or are going to be used to handle different products or materials from time to time (regardless of any product incompatibility and regardless of the risk of cross product or cross material contamination);
- (c) anything arising out of any Port access or egress delays or delays of any other kind that occur in relation to anything concerning the Port including any Vessel delays and delays caused by or arising out of any shutdowns, breakdowns, construction works, earth works, demolitions, road closures or product or materials handling exclusion zones;
- (d) anything arising out of the temporary or permanent closure of any part of the Port for any reason;
- (e) anything arising out of theft or disappearance of any Port User's equipment, Cargo or other goods or anything else that is owned by or in the possession, custody or control of a Port User or any of its Associates while that property is in the Port (excluding theft by any GeelongPort employee);
- (f) anything arising out of any security breach, security failure or lack of security anywhere in the Port;

- (g) any interruption or breakdown with respect to the supply of water, gas, electricity, phone service, lighting, fire or other services to the Facilities;
- (h) any loss or damage suffered by a Port User as a consequence of any breakage, blockage or overflow of any sewer, stormwater drain, waste drain, pipe or any water run off from any other parts of the Port or any neighbouring land; or
- (i) anything arising out of the loss of any Port customer or any temporary or permanent downturn in trade, Vessel visits or the loss of any business opportunities in the Port.

13.2 Fundamental Acknowledgements

- (a) Nothing obliges GeelongPort to stop (either temporarily or permanently) any third party from commencing or carrying on any activity in the Port in order:
 - (i) to enable a Port User to do anything; or
 - (ii) to protect a Port User's interests or protect any property owned by or in the possession, custody or control of the Port User.
- (b) Nothing precludes GeelongPort from granting third parties rights to use any part of the Port or anything in the Port for any purpose.
- (c) Nothing, in the absence of an express written agreement to the contrary, creates a relationship of bailor and bailee between a Port User and GeelongPort in relation to any property under any circumstances.
- (d) Nothing in or arising out of these Port Standards and Procedures creates any duty of care in favour of any Port User.
- (e) Nothing in or arising out of these Port Standards and Procedures creates or imports any implied obligations or implied responsibilities of any kind on the part of GeelongPort.

13.3 Qualifications and Clarifications

- (a) Nothing in clause 13.1 is intended to relieve GeelongPort from liability in relation to anything that arises out of Gross Default on GeelongPort's part.
 - (b) Clauses 13.1 and 13.2 are intended to provide GeelongPort with absolute and complete defences and limitations to any claims that a Port User may have against GeelongPort at law or in equity in relation to the matters covered in those clauses ("**Excluded Matters**") and the defences and limitations shall be available to GeelongPort as complete defences and absolute bars to any claims that any Port User may have or make with respect to the Excluded Matters including breach of contract or indemnity claims, claims in tort and claims pursuant to any other cause of action available to a Port User at law or in equity.
-

Schedule 1

1. Port Operations Radio Frequencies

VHF F/M (International Channel)	Purpose
Channel 16, 156,800 mHz	Calling (Continuous Watch)
Channel 13, 156,650 mHz	Working
Channel 12, 156,600 mHz	Working (Continuous Watch)
Channel 8, 156,400 mHz	Pilots and Tugs (Continuous Watch)
Channel 6, 156,300 mHz	Tugs
Channel 67, 156,375 mHz	Safety

2. Berth

Berth	Depth of Water	Draught Limit (with tide)
Pt. Henry Pier	12.0m	11.4m
Bulk Grain Pier No. 1	10.5m	9.9m
Bulk Grain Pier No. 2	12.3m	11.6m
Bulk Grain Pier No. 3	12.3m	11.7m
Corio Quay North Nos. 1, 2, & 3	11.0m	10.4m
Corio Quay South Nos. 1	11.0m	10.4m
Lascelles Berth Nos. 1, 2, & 3	12.3m	11.7m
Refinery Pier Nos. 1, 2, 3, & 4	12.3m	11.7m
Pt. Wilson Explosives Pier	9.1m	8.4m

3. Maximum Berth and Pier Loading

Structure	Uniformly Distributed Load	Point Load
Refinery Pier Berths 1, 2, 3, 4	2.7 t/m	5.6 tonnes
Lascelles Wharf Berth 3		
Normal Duty Area	3 t/m ²	11.8 tonnes
Heavy Duty Area	5 t/m ²	26.5 tonnes
Lascelles Wharf Berth 2	2.7 t/m ²	7.2 tonnes
Lascelles Wharf Berth 1	3.3 t/m ²	7.2 tonnes
Corio Quay North Berths 1, 2, 3	3.3 t/m ²	7.2 tonnes
Corio Quay West & Stern Loading Ramp	Not Applicable	26.5 tonnes

Corio Quay South Berth 1	3.3 t/m ²	7.2 tonnes
Bulk Grain Pier Berths 1 & 2	Not Applicable	3.75 tonnes
Bulk Grain Pier Berth 3	Not Applicable	7.2 tonnes
Point Henry Pier	2.2 t/m ²	5.6 tonnes

Note: "Point Load" also refers to Wheel Loads (single or dual wheels) and Outrigger Loads from mobile cranes.

4. Storage Areas

LASCELLES WHARF

Berth No. 1 shed

Overall Dimensions:	162m x 53m
Floor Area:	9060m ²
Structure:	Steel frame, steel cladding, asphalt floor
Doors:	North Wall: 1 roller door (4.5m wide x 4.5m high) East Wall: 1 roller door (4.5m wide x 4.5m high)
Storage:	3 cargo storage bays. (total capacity of 80,000t @ 1.3t/m ³) with overhead feed conveyor system.

Berth No. 2 shed

Overall Dimensions:	155 x 45m
Floor Area:	6900m ²
Structure:	Steel frame, steel cladding, segmental pavement floor
Doors:	North wall: 1 bi-fold door (7m wide x 5.3m high) East wall: 7 bi-fold door (6.2m wide x 5.3m high) South wall: 1 bi-fold door (7m wide x 5.3m high)
Storage:	3 cargo storage bays. (capacity of 1 x 20,000t and 2 x 15,000t @ 1.6t/m ³) with overhead feed conveyor system.

CORIO QUAY NORTH

Berth No. 3 shed

Overall Dimensions:	97.5 x 27m
Floor Area:	2630m ² (includes clerks office and amenities.)
Structure:	Steel frame, steel cladding, concrete floor

Doors: 7 roller doors (5.7m wide x 6.5m high) on both North & South walls

Storage: General cargo storage. Loading bay along full length of North Wall.

Berth No. 2 shed

Overall Dimensions: 91.4m x 30.5m

Floor Area: 2785m² (includes clerks office & amenities)

Structure: Steel frame, steel cladding, concrete floor

Doors: 7 roller doors (5.7m wide x 6.8m high) on both North & South walls

Storage: General cargo storage. Loading bay along full length of North Wall.

CORIO QUAY WEST

Overall Dimensions: 61m x 24.5m

Floor Area: 1490m²

Structure: Steel frame, steel cladding, concrete floor

Doors: 2 Bi-fold doors on East wall (1 No. 9.75m wide x 7.3m high: 1 No. 5.7m wide x 6.0m high)

Storage: General cargo storage.

CORIO QUAY SOUTH NO. 1

Overall Dimensions: Main Shed: 127m x 31.5m

Canopy: 18.7m x 60m

Floor Area: Main Shed: 4000m²

Canopy: 1120m²

Structure: Main Shed: Steel framed, steel cladding, asphalt and concrete floor.

Canopy: Steel framed, steel cladding (south wall only), asphalt floor.

Doors: North wall: 4 roller doors (2 No. 12m wide x 5.8m high: 2 No. 6m wide x 5.8m high)

South wall: 4 roller doors (3 No. 12m wide x 5.8m high: 1 No. 6m wide x 5.8m high)

Canopy: Full length opening at East & West ends

Storage: General cargo storage.

5. Minimum Mooring Requirements

Berth Number 1 - Refinery Pier:

For Vessels above 110 metres length over all.

Forward: 3 Headlines and 1 Spring Line

Aft: 2 Stern Lines, 2 Breast Lines and 2 Spring Lines.

Vessels above 180 metres length over all

Forward: 2 Headlines, 2 Breast Lines and 2 Spring Lines

Aft: 2 Stern Lines, 2 Breast Lines and 2 Spring Lines.

Berth Number 2 - Refinery Pier:

For Vessels above 180 metres length over all.

Forward: 2 Headlines, 2 Breast Lines and 2 Spring Line

Aft: 2 Stern Lines, 2 Breast Lines and 2 Spring Lines.

Berth Number 3 - Refinery Pier:

For Vessels above 180 metres length over all.

Forward: 4 Headlines, 2 Breast Lines and 2 Spring Line

Aft: 4 Stern Lines, 2 Breast Lines and 2 Spring Lines.

Berth Number 4 - Refinery Pier:

For Vessels above 265 metres length over all.

Forward: 4 Headlines, 2 Breast Lines and 2 Spring Line

Aft: 4 Stern Lines, 2 Breast Lines and 2 Spring Lines.

Schedule 2 - Application for Facility Hire

GEELONGPORT

(GeelongPort Pty Ltd ABN 50 003 996 594 Trading as GeelongPort)

Application for Facility Hire - Port of Geelong

The facility to be hired is the wharf apron adjacent to the berth that GeelongPort allocates to the relevant Vessel ("Facility")

Applicant's Name:.....(shipper/ stevedore/ agent/vessel owner) ("**Applicant**")

Applicant's ABN:**Contact Person:**.....**Phone:**.....

Applicant's Address:..... **Email:**.....

Application made on behalf of (if applicable):.....(" **Port User**")

Vessel name:.....("Vessel")

Coming from:.....**Next Port:**.....

Type of Cargo:.....

Berth Preferred:..... **Reason (if any):**.....

Terms and Conditions:

1. Allocation of the Facility will always be subject to availability and suitability for the use intended by the Applicant or the Port User. GeelongPort will determine availability, suitability and allocation of the Facility in its absolute discretion.
2. If the Applicant or the Port User ("**User**") is allocated or otherwise given access to the Facility by GeelongPort then the User will be automatically bound by a contract with GeelongPort Pty Ltd that contains the terms and conditions set out in GeelongPort's Port Standards and Procedures (incorporating and GeelongPort's Rates and Charges and the VRCA's Handbook) ("**Terms and Conditions**"). Copies of these important Terms and Conditions can be obtained:
 - (a) by submitting a request by fax on (03) 5272 1560 marked for the attention of the Port Operations Manager; or
 - (b) by calling in person at GeelongPort's office; or
 - (c) from the Port information posted on the website at www.geelongport.com.au or any other website advised by GeelongPort from time to time,however copies of the VRCA's Handbook (*Victorian Regional Channels Authority Port Waters of Geelong's Operating Handbook 2005* as updated or amended from time to time) is only available from the Victorian Regional Channels Authority or on the VRCA's website, www.regionalchannels.vic.gov.au.
3. The User is responsible for checking the Terms and Conditions from time to time to ascertain whether or not additions or variations have been made.
4. Nothing will create any tenancy, estate or proprietary interest of any kind in or over the Facility in favour of the User.
5. Without limiting anything in the Terms and Conditions, the Applicant and the User shall be jointly and severally liable for the payment of all charges imposed by GeelongPort in relation to the hire or use of the Facility.
6. Except to the extent that any rights or warranties cannot be excluded or limited as a matter of law, the liability of GeelongPort to the Applicant and the Port User for anything arising out of the use of the Facility in the Port of Geelong shall be strictly limited to either of the following remedies as elected by GeelongPort:
 - (a) the re-supply of an equivalent facility; or
 - (b) the payment of the costs necessary to have the Facility supplied again.

7. The Applicant:

- (a) if it is submitting this Application on behalf of a Port User, warrants that it has the Port User's authority to submit this Application for Facility Hire and has the Port User's authority to bind the Port User to the Terms and Conditions;
- (b) undertakes to pay all of the fees and charges incurred in connection with the hire or use of the Facility that are allocated to the User by GeelongPort following the submission of this Application;
- (c) acknowledges that by submitting this Application electronically or by any other means (with or without any signature) it will be deemed to have executed this Application and accepted the Terms and Conditions; and
- (d) undertakes to advise any Port User for whom it is acting of the Terms and Conditions.

Date:.....

Signature of Applicant:.....

Name of signatory:.....

Office Use Only:

Berth Allocated:.....

Date and Time Vessel Berthed:.....

Date and Time of Vessel Departure:.....

Comments

Schedule 3 Work Permit Application

GEELONGPORT

(GeelongPort Pty Ltd ABN 50 003 996 594 Trading as GeelongPort)

Port of Geelong

**Notification of Intention to Undertake Repairs to Vessel
(Including Hot Work)**

This Application must be submitted to GeelongPort at least 48 hours before any vessel works are to be carried out and no vessel works can be carried out unless GeelongPort issues a Work Permit

Applicant's Name:.....(agent/vessel owner/charterer/vessel manager) ("**Applicant**")

Applicant's ABN:**Contact Person:**.....**Phone:**.....

Applicant's Address:.....**Email:**.....

Application made on behalf of (if applicable):.....("**Port User**")

Vessel name:.....("**Vessel**")

**Type of Work
Proposed**.....

.....

.....

.....

.....("Works")

Proposed Works Contractor(s) (if any).....

Will any of the Works involve any hot work? Yes/No. Details of hot work (if applicable):.....

.....
.....

Will the Works immobilise the Vessel? Yes/No

Will the Works involve the entry of any workman into hazardous areas? Yes/No

Time and date of anticipated Works commencement:.....

Time and date of anticipated Works completion:

Terms and Conditions:

1. If GeelongPort grants a Work Permit to the Applicant or the Port User ("**User**") or otherwise allows all or part of the Works to go ahead then the Port User will be automatically bound by a contract with GeelongPort Pty Ltd that contains the terms and conditions set out in GeelongPort's Port Standards and Procedures (incorporating and GeelongPort's Rates and Charges and the VRCA's Handbook ("**Terms and Conditions**"). Copies of these important Terms and Conditions can be obtained:
 - (a) by submitting a request by fax on (03) 5272 1560 marked for the attention of the Port Operations Manager; or
 - (b) by calling in person at GeelongPort's office; or
 - (c) from the Port information posted on the website at www.geelongport.com.au or any other website advised by GeelongPort from time to time,

however copies of the VRCA's Handbook (*Victorian Regional Channels Authority Port Waters of Geelong's Operating Handbook 2005* as updated or amended from time to time) are available from the Victorian Regional Channels Authority or on the VRCA's website, www.regionalchannels.vic.gov.au or on request from GeelongPort.

2. The User is responsible for checking the Terms and Conditions from time to time to ascertain whether or not additions or variations have been made.

3. GeelongPort will determine whether or not it will issue a Work Permit or otherwise allow all or any of the Works to go ahead in its absolute discretion. GeelongPort may grant a Work Permit or otherwise allow all or part of the Works to go ahead subject to any special conditions that GeelongPort considers necessary ("**Special Conditions**").

4. The Applicant:
 - (a) if it is submitting this Application on behalf of a Port User, warrants that it has the Port User's authority to submit this notification and has the Port User's authority to bind the Port User to the Terms and Conditions;
 - (b) acknowledges that by submitting this Application electronically or by any other means (with or without any signature) it will be deemed to have executed this Application and accepted the Terms and Conditions; and
 - (c) undertakes to advise any Port User for whom it is acting of the Terms and Conditions.

Date:.....

Signature of Applicant:.....

Name of signatory:.....

Office Use Only:

Berth Allocated:.....

Comments