



Application for Use of Storage of Laydown Area

PORT OF GEELONG

(GEELONGPORT PTY LIMITED (ABN 50 003 996 594))

1. PART ONE* - APPLICATION FORM

This Application must be completed and submitted to GeelongPort Pty Limited (**GeelongPort**) before the use of any storage facilities, storage areas or laydown areas in the Port of Geelong.

*This Application for Use of Storage or Laydown Area (**Application**) comprises two parts, being this Application Form (Part One) and the Contract Formation Section (Part Two).

Applicant's Details (all information must be completed)				
Full Name	(Applicant)			
	(full legal name including Pty Ltd, Limited and other designations)			
Applicant's capacity	<input type="checkbox"/> Agent / <input type="checkbox"/> vessel owner / <input type="checkbox"/> charterer / <input type="checkbox"/> vessel manager / <input type="checkbox"/> cargo consignee / <input type="checkbox"/> cargo consignor / <input type="checkbox"/> stevedore / <input type="checkbox"/> other (tick as appropriate)			
Applicant's Address				
Applicant's ABN/ACN/ARBN				
Contact Person		Mobile		Phone
Postal Address				
Fax		E-mail		
Port User's Details				
(to be completed where the Applicant is making this Application as an agent on behalf of a vessel owner, charterer, vessel manager, cargo consignee, cargo consignor or other)				
Full Name	(Port User)			
	(of Applicant's client)			
Port User's Address				
Port User's ABN/ACN/ARBN				
Storage and Laydown Area details				
Preferred Storage Location Requested				
Area Requested (m ²)				
Goods or Product to be stored				
Estimated time of arrival				
Estimated time to discharge the cargo				
Expected tonnage				
Requested berth				
Period of Use				
Commencement date		End date		
Other information				

The Applicant acknowledges that by submitting this Application electronically it will have executed this Application and accepted its terms.

Where the Applicant is submitting this Application on behalf of a Port User, the Applicant warrants that it has the Port User's authority to submit this Application and bind the Port User and its related entities to the Contract pursuant to Part Two and the Applicant undertakes to advise the Port User for whom it is acting of the Contract terms.

Signed for and on behalf of the Applicant/Port User:

Signature Signatory's Name..... Date

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2. PART TWO - CONTRACT FORMATION SECTION

In this part:

Customer means:

the Applicant if the Applicant is making this Application on its own behalf; or

means the Port User and its related entities if the Applicant is making this Application on behalf of the Port User.

GeelongPort Standards and Procedures means Port Standards and Procedures referred to in clause 2.

Port has the meaning given in the Port Standards and Procedures.

Unless otherwise defined in the Application Form or in this part, capitalised words and expressions used in this part will have the meanings given in the GeelongPort Standards and Procedures.

As soon as any of the following events occur or arise out of this Application:

Any conditional or unconditional authorisation, consent or permit is given in writing to the Customer (or any related people or entities) by GeelongPort or any officer of GeelongPort with respect to the use of any storage facility, storage area or laydown areas in the Port; or

the Customer (or anyone employed by or contracted to the Customer) commences use of any storage facility, storage area or laydown area in the Port or enters or uses the Port for any purpose,

the Customer will be bound irrevocably by a contract with GeelongPort, which comprises the details and terms set out in this Application (including any additional details reasonably requested by GeelongPort during the Application process), all terms and conditions set out in GeelongPort's Port Standards and Procedures (as amended from time to time), GeelongPort's Rates and Charges (as defined in the Port Standards and Procedures and as amended from time to time) (**Schedule of Rates**) and the Port Information Guide (as defined in the Port Standards and Procedures and as amended from time to time) (**Contract**).

Copies of the GeelongPort Standards and Procedures and the Schedule of Rates may be obtained from GeelongPort's website www.geelongport.com.au and will be provided by email to Customers as amended from time to time. Copies of the Port Information Guide are available from Ports Victoria.

Under the Contract, the Customer has a contractual licence to enter the Port and use any storage facility, storage area or laydown area that is allocated by GeelongPort and the term of the licence shall, in the absence of any written agreement to the contrary, run as follows (unless terminated earlier):

for the term designated by GeelongPort in any authorisation, consent or permit arising out of this Application and given to the Customer in accordance with clause 0 (**Fixed Term**); or

in the absence of a Fixed Term, for a term that runs at the will of GeelongPort (**Ad Hoc Term**) and GeelongPort can terminate an Ad Hoc Term at any time, acting reasonably, by giving the Customer reasonable prior written notice of termination .

In cases where the initial Fixed Term or Ad Hoc Term has not expired or been terminated, then, unless the Customer has submitted a new Application or the parties have otherwise agreed in writing, the Contract shall continue to bind the Customer every time that the Customer (or anyone employed by or contracted to the Customer) enters or uses the Port or uses any storage facility, storage area or laydown area in the Port during the Fixed Term or Ad Hoc Term (as relevant).

GeelongPort will determine access in accordance with the Port Window Allocation Rules which is available on the GeelongPort website.