

## APPLICATION FOR BERTH

This Application for Berth comprises Parts 1-7 of 14 pages and should be submitted in its entirety, signed on page 11 and initialled by the applicant on each page. **A properly completed Application for Berth is required a minimum 4 days prior to Vessel arrival, unless otherwise agreed with POPL.**

This Application for Berth must be faxed to 03 5521 7488 or emailed to [shipping@portofportland.com.au](mailto:shipping@portofportland.com.au)

- Part 1** Contract Formation
- Part 2** Application for Berth and Lodgement of Current International Ships Security Certificate
- Part 3** Port Safety Regulations
- Part 4** Loading Plan and Condition Survey Requirements
- Part 5** Deep Draught Arrival/Departure Notification
- Part 6** Standard Terms and Conditions
- Part 7** Schedule - List of POPL Documented Procedures and Permits that may be required

## CONTRACT FORMATION NOTICE (Part 1)

Notice to Shipping Agents, Vessels and other applicants: By submitting this Application for Berth electronically or by any other means (with or without signatures) the Shipping Agent, Vessel, Owner and any other applicant ("You") agree to be bound by a contract with Port of Portland Pty Ltd ("POPL") on the terms and conditions of this Application with respect to the Vessel's visit to the port. You accept all the terms and conditions that are set out in this document and undertake to pay all the fees and charges in connection with the Vessel's visit to the Port of Portland. You warrant that the information provided in it is accurate, up to date and complete and acknowledge that it will be relied on by POPL.

You undertake to notify POPL of any changes to the information without delay. The Shipping Agent warrants that it has provided the whole of this Application to the Master and Owner of the Vessel and is duly authorised by the Owner of the Vessel to submit it. The Shipping Agent warrants that it has ascertained and has informed the Master and Owner of the Vessel of POPL's current Rates and Charges, Terms and Conditions and Protocols and Procedures available at [www.portofportland.com.au](http://www.portofportland.com.au).

Any changes to the contents or to any information supplied to POPL must without delay be faxed to 03 5521 7488 or emailed to [shipping@portofportland.com.au](mailto:shipping@portofportland.com.au) and verbally notified by telephone to 03 55250 0905.

POPL will notify you within 2 working days of receipt of this form if the application has been rejected.

Before submitting this Application for Berth check:-

- All pages are initialled by Shipping Agent
- Shipping Agent's signature and Master's signature with ship's stamp are on pages 3 and 13
- Loading Plan and Condition Survey Requirements have been completed on page 4
- Deep draught section if applicable has been completed on pages 6-7
- Has a current International Ships Security Certificate been submitted for this vessel

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Initialled by Shipping Agent or other applicant  
.../Application for Berth continues in Part 2

## APPLICATION FOR BERTH (Part 2)

### SECTION 1: Vessel Details, Berthing Information & Hydrostatic Data

<b>Vessel Name:</b>		<b>IMO Number:</b>		
<b>Vessel Owner:</b>				
<b>Flag:</b>				
<b>P &amp; I Club Name:</b>		<b>Certificate of Entry:</b>		
<b>Date of Issue:</b> <small>Click here to enter a date.</small>		<b>Date of Expiry:</b> <small>Click here to enter a date.</small>		
<b>Last Port:</b>		<b>Next Port:</b> <small>Click here to enter text.</small>		
<b>ETA</b> <small>Click here to enter date and time</small>		<b>ETD</b> <small>Click here to enter date and time</small>		
<b>LOA:</b>		<b>LBP:</b>		
<b>GRT:</b>		<b>SDWT:</b>		
<b>Distance from bow to bridge:</b>				
<b>Summer Draught:</b>		<b>Beam:</b>		
<b>Propeller type (fixed/ CPP, left or right hand):</b>				
<b>Bow Thruster fitted and operational HP/KW:</b>				
<b>Type of Cargo:</b>				
<b>Cargo Tonnage (approx.):</b>				
<b>Expected Hours alongside:</b>		<b>Side To:</b>		
<b>Security Level to be maintained whilst vessel is in Port:</b>				
<b>Vessel Condition, i.e. in Full Ballast, Part Loaded or Fully Loaded:</b>				
<b>Deficiencies: Y/N</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>If yes , details:</b>	
<b>Draught Information</b>				
	<b>Forward</b>	<b>Mid</b>	<b>Aft</b>	<b>Displacement</b>
<b>Arrival</b>				
<b>Departure</b>				
<b>If any variance to the above, POPL must be notified immediately.</b>				

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Continues on Page 3

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Initialled by Shipping Agent or other applicant  
.../Application for Berth continues in Part 3

## APPLICATION FOR BERTH (Part 2) Continued

### SECTION 2: Information for Mooring

No of mooring lines at each end	Fwd:		Aft:	
Size of Mooring Lines in Diameter	Fwd Lines		Stern Lines	
Springs F:		Springs A:		
Material used in the Construction of the Mooring Lines				
Synthetic Materials:		Wire Rope:		

### SECTION 3: Cargo Operations information for the following vessels

Grain / Woodchip	Distance from centre of hatch # 1 to bridge front	
Sulphuric Acid	Distance from discharge manifold to bow	
Liquid Pitch	Distance from discharge manifold to bow	
Woodchip	Max. arrival windage:	Max. departure windage:

#### Port Services Required YES/NO (Please tick)

Water Required     
  Launch Service Required     
  Quarantine Waste Required

Shipping Agent's Name:
Contact person at Shipping Agent:
Account to be sent to:

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.....  
 Initialled by Shipping Agent or other applicant  
 .../Application for Berth continues in Part 3

## PORT SAFETY REGULATIONS (PART 3)

Masters of vessels berthed at the Port of Portland, **MUST** comply with the following Port Safety regulations and ensure due diligence towards operations and safety whilst their vessel is alongside.

- All **mooring lines to be kept tight** so the vessel is moored securely alongside whilst at the berth. Rat guards must be rigged on all lines.
- The gangway to be rigged in compliance with current AMSA regulations, with a safety net at all times and adequately lit outside of daylight hours.
- An **appropriate deck and gangway watch** to be maintained during the vessel's stay in port. Particular care must be taken with mooring lines especially when other vessels are transiting the dock basin or manoeuvring in the port.
- All cargo gear to be compliant with current AMSA regulations and relevant safety standards.
- **Ship to shore communication** to be maintained during cargo operations. In case of imminent danger to shore personnel, crew or the vessel, cargo operations **MUST** be ceased **immediately** and the Harbour Master's Office notified **as soon as possible** either by (i) VHF Ch. 12; or (ii) telephone on (03) 5525 0999 or 0418 551 821.
- In accordance with the Port's Maritime Security Plan (MSP), random security checks may take place and all crew going ashore must carry proper identification documents.
- **No unauthorised personnel** are allowed on board. **ALL** visitors **MUST** gain prior authorisation, through the ship's agent, from the Port Office.
- Water ballast discharge to be in accordance with AQIS and Victorian EPA guidelines.
- **No Hot Work** is to be performed anywhere on the vessel outside of the ship's approved and dedicated hot work area (i.e. engine room workshop), without a written permit issued by the Harbour Master's Office.
- Ship's personnel to follow all **Port safety signage** and security conditions whilst within the Port.
- When working on the wharf, ship's crew **MUST** wear safety helmets and high visibility garments.

- Ship's personnel are **not permitted** to walk in the port area **except** from the Smelter Berth, KSA 1 and KSA 2 to the Mission to Seafarers Center (MSC). Personnel must transit the rest of port area using a vehicle. A taxi service is provided from 0830 to 2300 daily to transport personnel between the vessel/MSC and outside the port area – the agent will provide further details.
- Littering in the Port area is prohibited. **Quarantine waste** is to be either retained on board or landed ashore (arranged by ship's agent) in accordance with AQIS requirements.
- Approval from the Harbour Master's Office is to be obtained for (i) **lowering the ship's lifeboat**; (ii) **shifting from the original berthed position**; (iii) **immobilising the main engine(s)**; and (iv) **bunkering**.
- No **hold washing** is to be conducted within the port area and/or within the port limits.
- The **Pilot ladder** is to be rigged (on the port side) 1 meter above the water, with 2 man-ropes, and the deck area is to be swept clean, **prior to vessel's departure**. Any amendment to this or particular requirement will be notified through the ship's agent.
- Fishing is **prohibited** from the wharf and the vessel whilst berthed at all times.
- All vessels to have a copy of their fire/safety plan readily available at the ship's gangway in case of an emergency on board requiring shore assistance.

On behalf of my officers and crew,

I, Capt.	
Master of M.V.	

Understand and agree to abide by the Port Safety Regulations whilst in the Port of Portland.

Signed:	
Dated:	Click here to enter a date.

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Initialled by Shipping Agent or other applicant  
**.../Application for Berth continues in Part 4**

## LOADING PLAN AND CONDITION SURVEY REQUIREMENTS (PART 4)

### CARGO READINESS CONFIRMATION

All CARGO for this vessel is ready or will be available so that loading or unloading can commence immediately upon arrival at berth and work continuously (24hrs) until completion at a loading rate commensurate with the design capacity of the facility?

Yes  No

If No, when will you be able to confirm to POPL that the cargo will be available:

**Date/Time:** [Click here to enter date and time.](#)

Cargo to be unloaded / loaded:

First cargo:	Second cargo:
Third cargo:	Fourth cargo:

### VESSEL READINESS CONFIRMATION

The VESSEL is or will be ready so that loading or unloading can commence immediately upon arrival at berth and continue until completion at a loading rate commensurate with the design capacity of the facility?

Yes  No

If No, when will the vessel be ready to commence loading or unloading?

Please tick appropriate answer:

- On Berthing
- On completion of Condition Survey
- At the following Time and Date [Click here to enter time and date.](#)
- Subject to prior vessel at berth

Details of authorised person who will confirm readiness of vessel as above.

			<a href="#">Click here to enter a date.</a>
<i>(Name of Vessel)</i>	<i>(Signature of Person Authorised by the owner to sign)</i>	<i>(Position held by Authorised Person)</i>	<i>(Date)</i>

Any vessel that fails a condition survey may be removed from the berth at POPL's discretion. If another vessel is waiting for the berth and is ready to commence work and the cargo is available, the failed vessel will be removed to either another berth or to anchor at the failed vessel/shipper's expense.

**Additionally vessels may be removed from the berth at the discretion of POPL if they do not commence loading or unloading immediately upon arrival at the berth and continue until completion at a loading/unloading rate commensurate with the design capacity of the facility. The vessel will be removed to either another berth or to anchor at the vessel/shipper's expense.**

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Initialled by Shipping Agent or other applicant  
.../Application for Berth continues in Part 5

## DEEP DRAUGHT VESSEL PROCEDURES FOR THE PORT OF PORTLAND (PART 5)

The POPL Harbour Master will make the final decision on the berthing and sailing of any deep draught vessel.

### ARRIVAL

Vessels arriving at Portland with a maximum draught in excess of 10.5 metres (except KSA 2 Berth), will berth subject to tide and atmospheric conditions. In almost all cases berthing will be carried out on a rising tide. The minimum under keel clearance required is 10% of the maximum draught when in the channel/turning circle and at least 0.5 metres at the berth. Some vessels may be required to commence discharge immediately after berthing.

### DEPARTURE

Vessels departing from Berth No. KSA 1, 5, 6 and SMB with a maximum draught in excess of 11.0 metres and from Berth No. KSA 2 with a maximum draught in excess of 10.0 mtrs. will sail subject to tide and atmospheric conditions. In almost all cases un-berthing will be carried out on a rising tide. The minimum under keel clearance required is 10% of the maximum draught when in the channel/turning circle and at least 0.5 metres at the berth. Some vessels may be required to depart immediately upon completion of loading and if required, documentation carried out at the anchorage.

A table showing depth and draught information is given below:

BERTH	DEPTH A/SIDE	MAX. ARR. DRAUGHT	MAX. DEP. DRAUGHT	REMARKS
KSA 1	12.1 mtrs.	11.5 mtrs.	12.6 mtrs.	For arrival draughts in excess of 10.5 metres and departure draughts in excess of 11.0 metres, always contact the Harbour Master's office to ascertain any further restrictions
KSA 2	10.6 mtrs.	10.0 mtrs.	11.0 mtrs.	
No. 5	11.7 mtrs.	11.7 mtrs.	12.2 mtrs.	
No. 6	11.3 mtrs.	11.5 mtrs.	11.8 mtrs.	
SMB	11.8 mtrs.	11.5 mtrs.	12.3 mtrs.	

### NOTIFICATION PROCEDURE WHEN DEEP DRAUGHT APPLIES

The Master of the Vessel must declare the Vessel's maximum arrival/departure draught to the Harbour Master's office at least 48 hours prior to arrival at the Port of Portland. The Vessel's Master will be fully responsible for any consequences (delays, damage, etc.) arising from the Vessel's actual arrival/departure draught being greater than the declared arrival/departure draught. The agent must liaise with the Harbour Master's office and keep the Harbour Master's office updated on any changes which may impact on the safe berthing/un-berthing of the vessel. The Port Office will acknowledge receipt of this in writing and outline any restrictions on the Vessel. The Master must re-confirm the maximum draught at least 6 hours prior to the Vessel's arrival/departure to the Duty Pilot and a final maximum draught permissible obtained after viewing the latest tide and atmospheric conditions.

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Initialled by Shipping Agent or other applicant  
.../Application for Berth (Part 5) continues over

## NOTIFICATION OF DEEP DRAUGHT ARRIVAL/DEPARTURE (PART 5) CONTINUED...

**NOTE:** WHEN REQUIRED THIS FORM CAN BE: Emailed to [shipping@portofportland.com.au](mailto:shipping@portofportland.com.au)  
or faxed to: +61 3 5521 7488

Name of Vessel:		
Master:		
Arrival <input type="checkbox"/>	Departure <input type="checkbox"/>	Draught:
<p><b>I, Master of the above named vessel do hereby declare that the vessels maximum arrival or departure draught will be as mentioned above. I acknowledge that I will be fully responsible for any consequences (delays, damages, etc. to my vessel) if the vessel's actual maximum draught is in excess of the above declared draught.</b></p>		
The Vessel is due to <b>arrive/depart</b> at about:		<b>LT on the</b> <small>Click here to enter a date.</small>
Signature:		<b>Date:</b> <small>Click here to enter a date.</small>

## ACKNOWLEDGEMENT OF DEEP DRAUGHT NOTIFICATION

Harbour Master or Deputy or Delegate (name):	
Arrival/Departure Draught:	
<p><b>I, Pilot, of the Port of Portland Pty Limited do hereby acknowledge receipt of the Notification of Deep Draught. The restrictions applicable to the vessel are as follows:</b></p>	
Signature of Harbour Master or authorised representative:	

<b>Kindly reconfirm the above Draught by date/time:</b> <small>Click here to enter date and time.</small>	
<b>To (name):</b>	<b>On (telephone):</b> 03 5525 0999
Signature of Harbour Master or authorised representative:	

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Initialled by Shipping Agent or other applicant  
.../Application for Berth continues in Part 6

## STANDARD TERMS AND CONDITIONS OF ACCESS FOR THE PORT OF PORTLAND (PART 6)

Capitalised words are defined and the definitions can be found at the end of the document

THIS AGREEMENT is made between:

**Port of Portland Pty Ltd ACN 072 507 012 ("POPL")**

and

**The Vessel Owner or person named at Part 2 of the Application and all of them if more than one ("Principal") and the Shipping Agent named at Part 2 of the Application ("Shipping Agent") (for itself and the Principal)**

IT IS AGREED BY THE PARTIES AS FOLLOWS:

### 1. Agreement on the Standard Terms and Conditions

- 1.1 This Agreement commences when POPL receives an Application (see Contract Formation Notice Part 1).
- 1.2 Without affecting clause 1.1, POPL requires each Application to be in the required form. This Agreement consists of Parts 1-7 of 14 pages headed "Application for Berth".
- 1.3 By submitting the Application (including by the Shipping Agent) the Principal and the Shipping Agent each acknowledge that they have received, read, understood and agree to abide by the POPL Information.
- 1.4 On receipt, POPL must consider the Application. Despite clause 1.1, access to or use of any part of the Facility or the Channel is prohibited unless and until POPL has in its absolute discretion approved the relevant Application.

### 2. Appointment of Shipping Agent and warranty of authority

- 2.1 The Principal and the Shipping Agent each warrant for themselves and for each other that the Principal has engaged the Shipping Agent to act as its agent on the Principal's behalf with the Principal's full authority for all purposes of and in connection with this Agreement.
- 2.2 Each of the Principal and the Shipping Agent must notify POPL immediately of:
  - (a) any termination of such engagement;
  - (b) the name of any replacement Shipping Agent the Principal appoints following such termination; and
  - (c) any change in the ownership or management of a Vessel during the Term.
- 2.3 The warranties in clause 2.1 are continuing warranties.

### 3. Shipping Agent's responsibilities

- 3.1 The Shipping Agent must:
  - (a) inform itself and the Principal:
    - (i) of the POPL Information;
    - (ii) of all other documents and procedures of POPL that are or may be relevant to the Principal;

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- (b) notify the Principal of the Port Charges and collect from the Principal and pay all relevant disbursements, fees and charges including the Port Charges to POPL within the time required;
  - (c) ensure the Principal is informed promptly of any directions from the harbour master or his delegate;
  - (d) not less than 24 hours before access by the Vessel provide to POPL a copy of all Required Certificates;
  - (e) promptly give to POPL a copy of all notifications and information required by law in respect of the Vessel and the Principal and its/their activities including but not limited to those that can affect human health, safety and the environment; and
  - (f) provide these terms and conditions to the Principal for each ship visit to Portland.
- 3.2 The Shipping Agent is jointly and severally liable with the Principal to make all payments that are due to POPL pursuant to clause 3 and clause 7 of these terms.
  - 3.3 The Shipping Agent must not endanger or permit its agents, contractors or visitors to endanger another user of the Facility and the Channel and any part of it or them including but not limited to multi-user areas and the wharf apron. The Shipping Agent indemnifies POPL for all costs and consequences of their breach of this clause.

3.4 Clause 3 does not affect clause 1.

### 4. Use of Facility

- 4.1 Access to and use of the Facility and the Channel and any part of it or them is granted only for purposes that are:
  - (a) lawful; and
  - (b) permitted by POPL in its sole discretion.
- 4.2 The Principal or Vessel never has any right of exclusive occupation or use of any of the Facility, the Channel or any part of them.
- 4.3 No representation or warranty is made by POPL concerning the adequacy or suitability of the Facility or the Channel or any part of them for the Vessel or for or in connection with any use or intended use. This includes when information is provided verbally or in writing from time to time by POPL, its servants, agents and contractors.
- 4.4 The Principal and the Shipping Agent must each make its own enquiries and at its own cost take any necessary advice concerning
  - (a) all matters referred to in clause 4.3; and
  - (b) as to the relevance, applicability, meaning, effect and consequences of the POPL Information and all other documents, procedures and directions of POPL.



- 4.5 The Principal must not endanger or permit its agents, contractors or visitors to endanger another user of the Facility and the Channel and any part of it or them including but not limited to multi-user areas and the wharf apron. The Principal indemnifies POPL for all costs and consequences of its breach of this clause.
- 4.6 Access to and use of the Facility and the Channel or any part of them (including but not limited to withdrawal, change and the imposition of any conditions) is always subject to the direction of the harbour master or his delegate which may be given at any time.
5. **Term**
- This Agreement commences when POPL receives an Application and continues (subject to clause 31.3), unless sooner terminated under clause 28, until the completion of the safe disembarkation of the outward pilot as the Vessel departs (or when exempt pilotage, passes the point at which outward bound vessels customarily drop the outward pilot).
6. **Withdrawal of access or hire**
- POPL reserves the right to grant, refuse, withdraw or impose and change conditions in respect of access to or use of the Facility or the Channel (or any part of either or both of them) when:
- (a) The Facility or any part of it is unsuitable for use;
- (b) the Channel or any part of it is unsuitable for use; or
- (c) when necessary for any other reason;
- all in the sole opinion of the harbour master or his delegate.
- 6.2 The Principal and the Shipping Agent must abide by the harbour master's direction (or that of his delegate) in all matters pertaining to use and access to the Facility or the Channel (or any part of either or both of them).
- 6.3 POPL will refund to the Principal or the Shipping Agent any monies paid in advance in the event of a refusal or withdrawal of access. The amount of any such refund will be calculated by POPL (acting reasonably) and the Principal agrees to abide by POPL's decision.
- 6.4 No compensation is ever payable by POPL in respect of any grant, refusal, withdrawal or imposition and change of conditions in connection with access to or use of the Facility or the Channel, including without limitation in connection with any change in the Facility, the Channel (or any part of them) or in connection with any discretion or direction of the harbour master or his delegate.
- 6.5 POPL is never liable in any circumstances for any remote, consequential or indirect loss or damage including but not limited to loss of hire, loss of profit, or loss of or additional costs of use.
7. **Port Charges**
- 7.1 The Principal must pay the Port Charges promptly and in full as soon as they fall due.
- 7.2 POPL has the right in its discretion to invoice a Principal for advance payment of Port Charges before arrival of a vessel. When POPL does so, payment of those Port Charges are due on receipt of the relevant invoice.
- 7.3 Subject to clause 7.2 Port Charges are due for payment within:
- (a) 14 days from the date of invoice for wharfage; and
- (b) 30 days from the date of invoice for any other Port Charges.
- 7.4 Port Charges must always be paid in full in cleared funds and without discount, deduction, counterclaim or set-off, and regardless of any dispute between any of POPL, the Principal and the Shipping Agent.
- 7.5 The Principal must reimburse POPL for POPL's costs incurred as a result of complying with any law in relation to a Vessel. The costs referred to in this clause include but are not limited to costs incurred by POPL in connection with the provision of security or security related services.
- 7.6 In the event of late payment of any Port Charges or other sums the Principal must pay interest on the unpaid amount for the time that it remains unpaid at 4% above the 90 day bank bill rate of NAB applicable on the due date.
8. **Cargo Manifests and documentation**
- 8.1 The Principal must ensure that:
- (a) Each Inward Manifest in the required form is lodged by fax or email no later than 24 hours after a Vessel berths.
- (b) Each Outward Manifest in the required form is lodged by fax or email no later than 24 hours after departure of a Vessel from Portland.
- 8.2 The Principal must lodge with POPL any additional information reasonably requested by POPL concerning any Cargo within 24 hours of a written request.
9. **Acknowledgements by the Principal and the Shipping Agent**
- 9.1 The Principal and the Shipping Agent each acknowledge and agree that they are responsible for the acts and omissions of each of their respective servants, agents, contractors and visitors to the Vessel.
- 9.2 The Principal and the Shipping Agent each warrant that any information they provide or will provide to POPL is accurate and complete. The Principal and the Shipping Agent each acknowledge that any and all such information will be relied on by POPL.

- 9.3 The Principal must indemnify POPL against loss caused by the Principal's act, omission or conduct in the course of its access to or use of the Facility or the Channel or otherwise in connection with the Vessel or Cargo including but not limited to:
- (a) loss or damage to the property of POPL including the Facility and the Channel or any part of them;
  - (b) claims by any person against POPL in respect of personal injury or death or loss of or damage to any property;
  - (c) claims by any person against POPL in respect of loss of use, interruption or delay;
  - (d) costs incurred by POPL in defending such claims;
  - (e) POPL's loss, damage or expense of any kind whatever and however arising in connection with any Pollution.
- 9.4 Fair wear and tear is excepted from clause 9.3(a).
10. **Compliance with Legislative Requirements and directions**
- 10.1 The Principal and the Shipping Agent must each comply with all applicable laws and the POPL Information.
- 10.2 The Principal and the Shipping Agent must each immediately and strictly comply with every:
- (a) direction of the harbour master or his delegate;
  - (b) direction of POPL's port security officer (including any acting port security officer);
  - (c) direction of POPL in connection with access to or use of the Facility;
  - (d) direction of any person authorised by statute to give directions including pursuant to the Marine Act 1988 (Vic) and Port Services Act 1995 (Vic) as in force from time to time provided that nothing in clause 10.2 affects the master's duty and lawful discretion concerning the safety of a Vessel, persons and Cargo.
- 10.3 The Principal and the Shipping Agent must each ensure compliance by each of their respective servants, agents, employees, contractors and visitors with all applicable laws, Port regulations, the POPL Information and the terms of this Agreement.
11. **Hazardous substances**
- 11.1 The Principal must not, without POPL's prior written consent use or allow the Facility, or any Port waters to be used for the use, transfer, handling, movement, carriage, placement or storage of any hazardous, dangerous, flammable, explosive, noxious, damaging, toxic, corrosive, irritating, offensive, radioactive, oxidising, poisonous, or infectious substance, whether or not defined as any such by the IMDG Code or any other published source.
- 11.2 The Principal must continually comply with all applicable codes and conventions for the permitted use transfer, handling, movement, carriage, placement or storage of such substances.
12. **Environmental Obligations**
- 12.1 The Principal must not cause or permit any Pollution.
- 12.2 The Principal must immediately and on becoming aware of any Pollution give written notice to POPL with sufficient particulars of each such occurrence and then:
- (a) promptly provide such further information as POPL may reasonably require;
  - (b) upon lawful request from POPL or a competent authority at the Principal's own expense clean-up and rectify any Pollution; and
  - (c) comply with any lawful direction issued by POPL or a competent authority in connection with any Pollution and its consequences including as to the time to carry out any such direction.
- 12.3 POPL is appointed pursuant to the Marine Act 1988 (Vic) as first response for any Pollution incident in the sea area from the South Australia border with Victoria to Cape Otway.
13. **Safety**
- 13.1 The Principal and the Shipping Agent each acknowledges that occupational health and safety on and in connection with a Vessel is at all times the responsibility of the Principal and the master of the Vessel.
- 13.2 The Principal must obtain any permits when required by law.
- 13.3 The Shipping Agent acknowledges that occupational health and safety of the Shipping Agent's employees, contractors and agents is at all times the responsibility of the Shipping Agent.
- 13.4 The Principal must:
- (a) use best endeavours to ensure that its employees are not exposed to conditions or practices that have the potential to cause personal injury;
  - (b) fully comply with all occupational health and safety laws;
  - (c) use best endeavours to ensure that its employees and invitees comply with all applicable occupational health and safety requirements;
  - (d) immediately notify POPL of any matter which is notifiable to WorkSafe Victoria (or successor entity) or notifiable pursuant to the provisions of any occupational health and safety law.
14. **Emergency**
- The Principal and the Shipping Agent must, in the event of emergency, accident or threat to security, provide POPL and any emergency services with such access, assistance and information as either of them may lawfully and reasonably require.

15. **Notification of damage and injury**
- The Principal and the Shipping Agent must:
- (a) promptly on becoming aware of any damage to property of POPL or the Facility or any injury to any person advise POPL of such damage or injury; and
  - (b) no later than 24 hours after the occurrence of such damage or injury cause a detailed written report to be lodged with the harbour master or his delegate at POPL.
16. **Port Security**
- 16.1 The Principal must inform itself of and strictly comply with the requirements of the Maritime Transport and Offshore Facilities Security Act 2003 (Cth) as in force from time to time including any modification or substitute.
- 16.2 The Principal acknowledges that the Port is a Security Regulated Port within the meaning of that Act.
17. **Service providers to Vessels**
- 17.1 Access for third parties engaged by the Principal to provide services may be given, withheld or given subject to conditions by POPL, acting lawfully.
- 17.2 The Principal and the Shipping Agent must each inform visitors of POPL's security and induction requirements.
18. **Towage**
- 18.1 Towage services will be provided on terms which are available at POPL's web-site at [www.portofportland.com.au](http://www.portofportland.com.au).
- 18.2 POPL offers and the Principal accepts the provision of towage service on these terms, in the event POPL determines towage services are required, or the Principal requests them.
- 18.3 The Principal releases POPL its servants, agents and contractors from claims and liability in connection with towage of vessels to the extent permitted by law.
- 18.4 Where POPL is precluded from excluding its liability by law, the liability of POPL is limited to the value of the re-supply of the services.
19. **Pilotage**
- 19.1 Pilotage is compulsory for vessels over 35m LOA unless the vessel's Master has exemption under the relevant legislation.
- 19.2 POPL offers and the Principal accepts provision of compulsory pilotage services.
- 19.3 The Principal agrees to abide by the duty pilot's discretion in decisions as to the cessation of operations due to weather and operational circumstances.
- 19.4 The Principal releases POPL, its servants, agents and contractors from all claims and liability in connection with pilotage of vessels to the extent permitted by law.
- 19.5 Where POPL is precluded from excluding its liability by law, the liability of POPL is limited to the value of the re-supply of the services.
20. **Stevedoring**
- 20.1 When POPL provides stevedoring services, the Principal releases POPL and its servants, agents and contractors from claims and liability in connection with stevedoring to the extent permitted by law.
- 20.2 Where POPL is precluded from excluding its liability by law, the liability of POPL is limited to the value of the re-supply of the services.
- 20.3 When POPL does not provide stevedoring services, the Principal is responsible to agree terms with the provider of such services and POPL is under no obligation or responsibility of any kind in respect of any provider of such services, or in respect of any statement, act or omission of any provider of such services.
21. **Linesmen and Mooring**
- 21.1 The Principal releases POPL and its servants, agents and contractors from any claim or liability in connection with the shifting and mooring of vessels to the extent permitted by law.
- 21.2 Where POPL is precluded from excluding its liability by law, the liability of POPL is limited to the value of the re-supply of the services.
22. **Supply of water and other services**
- 22.1 The Principal must ensure that fresh water supplied at the Facility is not used for industrial or commercial purposes such as washing down decks or ballast.
- 22.2 The Principal and the Shipping Agent must each carry out and abide by all relevant requirements of the POPL information in connection with the provision by POPL of any services including but not limited to water, waste disposal, quarantine, bunkering, power supply and use of gangways or other equipment.
23. **Insurance**
- 23.1 The Principal warrants continuously that it has in force at all times Marine P&I, and Marine Hull and Machinery cover in respect of a Vessel.
- 23.2 The Principal must provide evidence, to the reasonable satisfaction of POPL, of the provider's identity and of the currency of such insurances.
24. **Release and Force Majeure**
- 24.1 POPL is not liable for any delay or failure in the performance of any obligation under this Agreement if such delay or failure arises in whole or in part from Force Majeure. If affected by Force Majeure POPL must give the Principals and the Shipping Agent notice in writing without delay and must take all reasonable steps to minimise the delay or failure of performance.

- 24.2 The Principal and the Shipping Agent release POPL from all actions, suits, claims arising directly or indirectly as a consequence of Force Majeure.
25. **GST**
- 25.1 In this clause:
- (a) **"GST"** means GST within the meaning of the GST Act;
- (b) **"GST Act"** means the A New Tax System (Goods and Services Tax) Act 1999.
- 25.2 Except where stated otherwise an amount payable by a party for a taxable supply made by another party under this Agreement is expressed as a GST exclusive amount.
- 25.3 If this Agreement requires a party to pay an amount in respect of an expense or liability ("Reimbursable Expense") incurred by another party ("Payee") to a third party, the Reimbursable Expense must be net of any input tax credit to which the Payee is entitled in respect of the reimbursable expense.
- 25.4 If a party makes a taxable supply under this Agreement, then the party liable to pay for the taxable supply must also pay to the supplier the GST payable in respect of the taxable supply at the time payment for the taxable supply is due.
- 25.5 A party is not obliged under this clause to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.
26. **Notices**
- 26.1 The provisions of clause 26 do not apply to any direction or communication of an operational nature by servants, agents or contractors of POPL.
- 26.2 A notice under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) transmitted by facsimile to that person's address.
- 26.3 A Notice given to a person in accordance with this clause is treated as having been given and received:
- (a) if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- (b) if sent by pre-paid mail, on the third business day after posting; or
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.
- 26.4 A business day is a day that is a business day in Portland.
27. **Dispute Resolution**
- 27.1 This Agreement and any disputes arising under or in connection with it shall be subject to the laws in force in the State of Victoria.
- 27.2 Each party submits to the non-exclusive jurisdiction of the Courts in Victoria.
28. **Termination**
- 28.1 This Agreement may be terminated by POPL on not less than 7 days' notice.
- 28.2 If the Principal or the Shipping Agent is affected by an Insolvency Event POPL may terminate this Agreement immediately by notice to the affected party.
29. **Entire Agreement**
- Access, use, and any services are only provided pursuant to this Agreement. This Agreement constitutes the entire agreement of the Parties as to its subject matter and supersedes all prior representations, communications and agreements (if any) between the Parties in connection with its subject matter.
30. **Severability of provisions**
- Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
31. **General provisions**
- 31.1 Nothing in this Agreement, whether express or implied, and no conduct of POPL affects the responsibility of the master of a Vessel for the safety of the Vessel.
- 31.2 All rights, immunities, indemnities and limitations of liability in this Agreement continue to have their full force and effect in all circumstances and notwithstanding any breach of this Agreement by POPL or any other person entitled to the benefit of such provisions.
- 31.3 Each provision of this Agreement capable of having effect after termination of this Agreement survives the termination of this Agreement.
- 31.4 This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties. The Principal or the Shipping Agent may not assign this Agreement without POPL's consent.
- 31.5 Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.
32. **Definitions**
- 32.1 In this Agreement:

- (a) **Application** means the standard form Application for Berth of POPL.
- (b) **Cargo** means anything carried or intended to be carried on a Vessel as well as any item in or on which they are contained or with which they are stored or handled.
- (c) **Facility** means such part of the land area declared by Order in Council made under section 5(1) of the Port Services Act 1995 as the port land of the Port of Portland as is usually made available by POPL for commercial shipping purposes together with the Channel.
- (d) **Force Majeure** means an event, circumstance or contingency beyond the reasonable control of POPL including but not limited to strike, ban, lockout, riot, civil commotion, difference with or between workmen or other industrial action; accidents to or breakdown of machinery, infrastructure, plant or equipment; interruption or disruption to the supply of electric, gas, water and telecommunication services; blockage, stoppage, accident or hazard in navigable waters; earthquake, lightning, flood, adverse sea and weather conditions, fire, natural disaster, drought, storm, flood, act of God, embargo, blockade, sanctions; terrorism or piracy or the prevention of them; policies or restrictions of governments, action or inaction in connection with any licence, permit or approval; actions, directions, orders or inaction of any lawful authority; war; and all consequences of any of such.
- (e) **Channel** means the customary shipping lanes and deep-water approaches at Portland, the harbour basin, fairway, anchorage, turning areas and alongside any berth or mooring.
- (f) **IMDG Code** means the International Maritime Dangerous Goods Code of the International Maritime Organisation.
- (g) **Inward Manifest** – means the completed electronic cargo inward manifest for Australian Customs for the relevant port call.
- (h) **Insolvency Event** means being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act 2001 (Cth)) or a person appointed to it or any of its property, being taken under section 459F(1) of that Act to have failed to comply with a statutory demand, being unable to pay its debts, or otherwise insolvent and any analogous act in any jurisdiction.
- (i) **Outward Manifest** – means the completed electronic cargo outward manifest for Australian Customs for the relevant port call.
- (j) **Principal** includes the registered owner, beneficial owner, manager, operator, charterer or hirer on any basis that is the subject of this Agreement or any Application.
- (k) **POPL Information** means information all as published by POPL from time to time including at [www.portofportland.com.au](http://www.portofportland.com.au), and includes the Port Safety Regulations, the Towage Terms and Conditions, documented protocols and procedures of POPL (a list of which is regularly reviewed and is in the Schedule, (Part 7).
- (l) **Pollution** means the release or escape of any substance which is or might become hazardous, dangerous, radioactive, oxidising, poisonous, infectious, flammable, explosive, noxious, toxic, corrosive, irritating, offensive, or damaging to health or to property whether or not defined as such by the IMDG Code or any other published source.
- (m) **Port Charges** means the schedule of the charges of POPL as published from time to time by POPL and available at [www.portofportland.com.au](http://www.portofportland.com.au) and on request.
- (n) **Required Certificates** means in relation to a Vessel, a current certificate of entry with a P&I club, a current certificate of Marine Hull and Machinery insurance, and if so requested by POPL any other certificate including but not limited to a current classification society's certificate, ISPS certificate and ISM certificates.
- (o) **Vessel** means any ship owned, managed, operated, chartered or hired on any basis, or under the control or direction of the Principal that is the subject of this Agreement.

**On behalf of my Owners,**

I, Capt.	
Master of M.V.	
Signed:	
Dated:	<a href="#">Click here to enter a date.</a>

**Executed by the Shipping Agent or other applicant by its authorised representative**

Name:	
Company name:	
Company ACN/ABN:	
Dated:	<a href="#">Click here to enter a date.</a>
Signed:	

## SCHEDULE – PORT OF PORTLAND PTY LTD PROCEDURES AND PERMITS (PART 7)

### PERMITS

Current permits in required use by POPL are listed below:

- Hot Work - required for any activity that could generate sparks, heat or flames
- Diving - required for any activity involving working underwater
- Bunkering - required for any activity involving the transfer of fuel or oil
- Crane - required for all shore crane lifts

### DOCUMENTED PROCEDURES

Protocols and procedures required for use by POPL are listed below:

- Berthing Protocol
- Main Engine Immobilisation Documentation
- Life Boat Lowering Documentation
- Berth Hire Concession Application
- Offshore Projects Manifest
- Shipping Manifest
- Application for Berth
- Port Charges
- Standard Terms and Conditions of Access for the Port of Portland
- Port Safety Regulations
- Towage Terms and Conditions
- Marine Services Ordering Protocol
- Harbour Masters Direction

*For further assistance in the use of the JSEA, or any other information please contact the Port office during business hours - Monday to Friday (0800 to 1700 GMT +10 AEST).*

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Initialed by Shipping Agent or other applicant

**End of Application for Berth**