

## PORT OF HASTINGS



# PORT OPERATING HANDBOOK

# Document Control

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## Author, review and approver details

Prepared by	Date	Signed
Sam Williams, Operations Manager, PoHDA	1/7/2017	
Reviewed by	Date	Signed
Dilip Abraham, Harbour Master and Marine Operations Manager, VRCA	1/07/2017	
Shane Vedamuttu, Port Hastings Harbour Master, VRCA		
Approved by	Date	Signed
Dilip Abraham, Harbour Master and Marine Operations Manager, VRCA	1/7/2017	
Sam Williams, Operations Manager, PoHDA		

Port of Hastings Development Authority  
ABN 33 737 350 749

Victorian Regional Channels Authority  
ABN 55 718 442 020

### Contact details

#### Address

32 High Street  
Hastings Victoria 3915 Australia

### Contact details

#### Address

Level 2, 235 Ryrie Street  
Geelong Victoria 3220 Australia

#### Postal address

PO Box 129  
Hastings Victoria 3915  
Australia

#### Postal address

PO Box 1135  
Geelong, Victoria 3220  
Australia

Tel + 61 3 5979 5500

Fax + 61 3 5979 5555

Email [enquiries@portofhastings.com](mailto:enquiries@portofhastings.com)

Tel + 61 3 5225 3500

Fax + 61 3 5225 3599

Email [admin@regionalchannels.vic.gov.au](mailto:admin@regionalchannels.vic.gov.au)

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## 1 Purpose and Scope

The Port of Hastings Development Authority (PoHDA) and the Victorian Regional Channels Authority (VRCA) own, manage and operate the Port of Hastings.

The purpose of this Operating Handbook is to provide a set of rules to govern the activities of all Port Users and their respective Associates in the Port.

This Operating Handbook should be read in conjunction with the Victorian Regional Channels Authority – Hastings, Harbour Master’s Directions.

## 2 Definitions

**Allocated Storage Area** – has the meaning given in clause 6.14(b)

**AMSA** – means the Australian Maritime Safety Authority established under the *Australian Maritime Safety Authority Act 1990* of the Commonwealth

**Anchoring Position** – means any area designated by the Harbour Master from time to time as the area where a Vessel may be anchored

**Application for a Dangerous Goods Permit** – means the Port of Hastings standard form headed "Form 2: Application for Permit to Transport, Handle, Store Dangerous Substances and Oils in the Port of Hastings" as amended from time to time.

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

**Application for Channel Use** – means VRCA’s standard form headed Channel Application Form as amended from time to time.

**AS 2865-1995** means:

- (a) the Australian Standard AS 2865-1995 for safe working in a confined space as amended from time to time;
- (b) any Australian Standard that succeeds or substantially replaces AS 2865-1995 in the future; and
- (c) any other standard specified by PoHDA and communicated from time to time.

**AS 3846-2005** means:

- (a) the Australian Standard AS 3846-2005 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 3846-2005 in the future; and
- (c) any other standard specified by PoHDA and communicated from time to time.

**Associates** mean all employees, agents and contractors.

**Berth** means a berth specified in item A2. 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 imported or exported through the Port, delivered or stored in any Storage Area or other Controlled Area from time to time; and
- (b) the owner, lessee or licensee of any shipping container delivered to or stored in any 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.

**Controlled Area** has the meaning given in clause 6.15(a)

**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) as amended;
- (b) Dangerous Cargo within the meaning of AS 3846-2005 as amended; and
- (c) any Cargo that in PoHDA's opinion is potentially hazardous to people or property in the Port or the environment.

**Dangerous Goods Permit** means a permit issued pursuant to an Application for a Dangerous Goods Permit being submitted and accepted by PoHDA permitting a Port User to transport, handle or store dangerous substances and oils in the Port.

**DAWR** means the Commonwealth Department of Agriculture, Water and Resources.

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

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

**Duty Harbour Master** means any of the Port Duty Harbour Masters as appointed from time to time.

**Emergency** means an event, threat or contingency that PoHDA or VRCA 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.

**Port Emergency Management Plans** means the Port of Hastings Emergency Management Plans as developed by PoHDA and VRCA.

**PoHDA Emergency Management Plan** means the Port of Hasting Development Authority's Emergency as developed by the PoHDA and available from PoHDA at the request of a Port User.

**EPA** means the Environmental Protection Authority of Victoria (ABN 85 899 617 894) as established under the EPA Act.

**EPA Act** means the *Environmental Protection Act 1970* (Vic).

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

**Facilities** means any land, buildings, berths, wharves, jetties, laydown areas and any associated plant, equipment and infrastructure of any kind that is owned, vested in, managed, leased or otherwise controlled by PoHDA and made available for use by Port Users including any cranes, loaders, unloaders and conveyors.

**Force Majeure** Any delay or failure in the performance of an obligation caused by an act, event or occurrence including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions and other like events that are beyond the reasonable anticipation and control of the Parties affected.

**Gas free** means a tank or space that has been thoroughly cleaned and ventilated in accordance with AS 2865-1995 or a similar international specification.



**Gross Default** means any wilful or deliberate act or omission on the part of PoHDA 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 Licenced Harbour Master and any Deputy, Assistant or Duty Harbour Master, acting Harbour Master or other person authorised by the VRCA and licenced by Marine Safety Victoria.

**Harbour Masters Directions** means the Victorian Regional Channels Authority – Hastings, Harbour Master's Directions as developed by the Victorian Regional Channels Authority and as amended from time to time.

**Hastings Harbour Control** means the VRCA Harbour Control Hastings office.

**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 PoHDA 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.

**Laydown Area** means any area designated by PoHDA 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 VRCA or PoHDA considers to be a long period of time.

**Long-term Port User** means any Port User that VRCA or PoHDA 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, including any pollution occurring within the Port.

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

**Maximum Berth Loading** means the maximum Berth loadings specified in A3. of Appendix A of or as otherwise directed from time to time.

**Mobile Phone** means a mobile phone that is connected to an Australian telecommunication network

**Navigation Act** means the *Navigation Act 1912* as amended.

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

**Notification to Handle Dangerous Liquid, Gaseous or Bulk Dangerous Cargoes** means PoHDA's and VRCA's standard form headed "Form 4: Notification of Intention to Convey or Handle Liquid, Gaseous or Bulk Dangerous Cargoes (including Cargo Tanks not Certified Gas Free)" as amended from time to time.

**Notification to Handle Dangerous Substances** means PoHDA's and VRCA's standard form headed "Form 3: Notification of Intention to Convey or Handle Dangerous Substances in the Port of Hastings" as amended from time to time.

**Oil Spill Response Contractors** means the oil spill response contractors as appointed by PoHDA from time to time.

**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 6.14(k)iii.

**POHDA's Rates and Charges** means PoHDA's rates and charges as amended from time to time, copies of which may be available from the Website or on request from PoHDA.

**PoHDA's Website** means the website found at <http://portofhastings.com> containing information on the Port or other website advised by PoHDA from time to time.

**Pollution Act** means the *Pollution of Waters by Oil and Noxious Substances Act 1986*.

**Port** means the Port of Hastings in Victoria 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 PoHDA, VRCA or any of their related companies.

**Port Handbook** means the Port of Hastings Operating Handbook jointly published by PoHDA and VRCA, and available on the PoHDA's and VRCA's websites or by request.

**Port Operations Radio Frequencies** means the radio frequencies specified in item A1. of Appendix A .

**Port Standards and Procedures** means the rules, rights, powers, 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 Facilities or Equipment;
- (c) who is a Cargo Consignee;
- (d) who is bound by a lease, licence or other contract (including any contract that arises out of an Application to Use Channel and Berth) with PoHDA or VRCA under which they promise to comply with these Port Standards and Procedures;
- (e) who is the Owner of any Vessel in the Port; or
- (f) who is the Master of any Vessel in the Port.

**Port Waters** means the area of water declared to be the port of waters of the Port of Hastings by Order of the Governor in Council in the Government Gazette under the *Port Management Act 1995*.

**Prohibited Area** means any area designated by VRCA or PoHDA from time to time as a place where a Vessel may not enter including the Naval Gunnery Range which is situated south and west of West Head (area R.312B). Vessel Master, Agents and Port Users should refer to the Harbour Master Direction for further information.

**Prohibited Driving Area** means any area designated by PoHDA 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 PoHDA 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 PoHDA, VRCA or a Port User (other than services or work to be performed by PoHDA).

**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 any area used by a Port User to store anything in the Port and includes a Laydown Area and an Allocated Storage Area.

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

**Victorian Contingency Plan for Marine Pollution** means the Department of Economic Development, Jobs Transport and Resources plan titled "Victorian Contingency Plan for Marine Pollution" as amended 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.

**Vessel Repair Permit Application** means PoHDA's and VRCA's application form titled "Form 5: Notification of Intention to Undertake Repairs to Vessel" (and any other application form PoHDA may adopt) as amended from time to time.

**VRCA's Rates and Charges** means VRCA's rates and charges as amended from time to time, copies of which may be available from the Website or on request from VRCA.

**VRCA's Emergency Management Plan** means the Victorian Regional Channels Authority's Emergency as developed by the VRCA and available from VRCA at the request of a Port User.

**VRCA's Website** means the website found at [www.regionalchannels.com.au](http://www.regionalchannels.com.au) containing information on the Port or other website advised by VRCA from time to time.

## 2.1 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 words "include" and "including" are not words 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.

## 2.2 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 PoHDA and VRCA may have that arise out of these Port Standards and Procedures are in addition to any other rights that PoHDA and VRCA have 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 PoHDA or VRCA and the relevant Port User then the provision in the contract will prevail to the extent of any inconsistency.
- (d) Where PoHDA's or VRCA's consent or approval is required by these Port Standards and Procedures, then PoHDA and VRCA may in their absolute discretion grant or withhold its consent or approval subject to any conditions that it considers appropriate. In giving or withholding their consent, PoHDA and VRCA 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) PoHDA and VRCA 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 PoHDA or VRCA 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 PoHDA and VRCA 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 PoHDA or VRCA to exercise any legal powers they may have if they do 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) PoHDA and VRCA may, in their 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.

### 3 General Duties

#### 3.1 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;
- (g) do not obstruct or interfere with:
  - a) PoHDA or VRCA;
  - b) any other activities or operations in the Port; or
  - c) any other Port User, Vessel, person or property in the Port, except to the extent absolutely necessary to carry out the particular activity (Necessary Activities) in a lawful manner; and
- (h) carry out all Necessary Activities in consultation with PoHDA, VRCA, the Harbour Master and other Port Users.

#### 3.2 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 any regulatory authority having jurisdiction over anything done within the Port, including, the police, customs, AMSA, the EPA, Commonwealth Department of Agriculture and Water Resources and Victorian Department Economic Development Jobs, Transport and Resources;
  - iii. PoHDA's or VRCA's directions concerning anything in or relating to the Port, including directions including:
    - A. security, safety, environmental protection or any Emergency;
    - B. the provision of a Job Safety Analysis covering any aspect of the Port User's activities or proposed activities in the Port; and
    - C. the use of any part of the Port;
  - iv. The Harbour Master's directions concerning anything relating to Vessels in the Port; and
  - v. All requirements set out in the Port Handbook.
- (b) For the purposes of clause 3.2(a) iii, a direction given by an Associate of PoHDA or VRCA shall be deemed to be a direction given by PoHDA or VRCA.

### **3.3 Provision of Access**

A Port User must ensure that it and all its Associates permit PoHDA, VRCA and their 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 PoHDA or VRCA reasonably requires in order to check and monitor compliance with the Port User's obligations under these Port Standards and Procedures.

### **3.4 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 PoHDA from time to time. The Port User may be required to pay PoHDA's costs of preparing and presenting each individual course.

### **3.5 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 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 PoHDA and the Harbour Master 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 the Harbour Master and PoHDA in respect of the Event within 24 hours of the Port User or any of its Associates becoming aware of the Event.

### **3.6 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 (Working 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 Working 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 PoHDA, VRCA or any of their 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 Working Areas while any Operations are being carried out.

### **3.7 PoHDA's Rates and Charges**

- (a) Unless otherwise agreed in writing PoHDA's Rates and Charges, as published on PoHDA's website, and varied from time to time, will apply with respect to the Port User's use of the Port or any Facilities, Services or Equipment.
- (b) Unless otherwise agreed or provided for in PoHDA's Rates and Charges, the Port User must pay any amount due to PoHDA as prescribed on the invoice.

### **3.8 VRCA's Rates and Charges**

- (a) Unless otherwise agreed in writing VRCA's Rates and Charges, as published on VRCA's website, and varied from time to time, will apply with respect to the Port User's use of the Port.
- (b) Unless otherwise agreed or provided for in VRCA's Rates and Charges, the Port User must pay any amount due to VRCA's as prescribed on the within 30 days of an invoice.

## 4 Navigation of Vessels in the Port

### 4.1 Notice of arrival

The Master and Owner of a Vessel must ensure that a Vessel does not enter the Port unless the requirements of clause 5.1 below have been complied with, 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 48 hours' notice before the Vessel arrives.

### 4.2 Shipping Orders

The Master and Owner of a Vessel must ensure that all shipping orders for pilots, Tugs, lines men and lines boats are made to the Harbour Master on +61 (0) 428 549 235, prior to:

- (a) 09:00 hours for Vessel movements between 12:00 hours (12 noon) and 19:00 hours on that day; and
- (b) 16:00 hours for Vessel movements between 19:00 hours on that day and 12:00 hours (12 noon) the next day.

### 4.3 Navigation within the Port of Hastings channels

- (a) The Master and Owner of any vessel entering Port of Hastings waters must comply with all of the requirements outlined in the **Port of Hastings Harbour Masters Directions**. This document can be downloaded from the VRCA's website or a copy may be obtained directly from the Harbour Master. All users of Port of Hastings waters are reminded that the breaking of any Direction made by the Harbour Master is an offence under Victorian Legislation.

### 4.4 Notice of Dangerous Cargo

- (a) The Master and Owner of a Vessel that is carrying or intending to carry Dangerous Cargo in the Port must ensure that the Vessel does not enter the Port unless a completed **Application for a Dangerous Goods Permit** form and a **Notification to Handle Dangerous Liquid or Gaseous Goods** form or a **Notification to Handle Dangerous Substances** form (as the case may require) has been submitted at least 48 hours before the Vessel's arrival at the Port and a Dangerous Goods Permit has been issued.
- (b) The Master and Owner of a Vessel carrying or intending to load Dangerous Cargo which is in liquid form must also confirm in writing at the same time as submitting the Application for a Dangerous Goods Permit form, whether:
  - i. The hull is leak free;
  - ii. An inert gas system is fitted and fully operational;
  - iii. A crude oil washing system is fitted and operational;
  - iv. The Vessel or any equipment on board has any defects which may affect safe pilotage, berthing, Cargo or ballast operations;
  - v. Stress calculations for the relevant Cargo handling, ballasting and bunkering have been made and whether such calculations are within recommended safety limits;
  - vi. Cargo tanks and lines are free of air; and
  - vii. Re-liquefaction or boil-off control equipment is in good working order.
- (c) The Master and Owner of a Vessel that is carrying or intending to carry any Dangerous Cargo in the Port must ensure that it complies with all directions given by the Harbour Master, VRCA or PoHDA.

### 4.5 Communication

- (a) Communication with the Harbour Master may be established by:



- i. Mobile telephone on +61 (0) 428 549 235 (Duty Harbour Master);
  - ii. email on [dhmhastings@regionchannels.vic.gov.au](mailto:dhmhastings@regionchannels.vic.gov.au)
- (b) Communication with PoHDA Operations may be established by:
  - i. Mobile telephone on +61 (0) 429 998 794 or out of hours on +61 (0) 437 645 026
  - ii. Email on [operations@portofhastings.com](mailto:operations@portofhastings.com)
- (c) The Master and Owner of a Vessel must ensure that the Mobile Phone placed on board the Vessel by the Facility Operator:
  - i. remains charged;
  - ii. is left switched on and monitored by a member of the Vessel's crew at all times;
  - iii. is kept in good working order for the duration of the Vessel's visit to the Port
  - iv. is returned to Facility Operator in good working order prior to the Vessel departing the Port; and
  - v. is only for use by the vessel for communicating emergencies and official business.
- (d) The Master and Owner of a Vessel must ensure that no commercial matters are communicated using the Port Operations Radio Frequencies, the Coast Radio Station Melbourne or any open radio frequencies without the Harbour Masters prior permission
- (e) PoHDA or the VRCA 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.

#### 4.6 Pilotage

- (a) The Master and Owner of a Vessel which exceeds 35 metres in length, when underway in Port Waters, must ensure that she carries a licenced Pilot, unless the Master of that Vessel is specifically exempt from the requirement to carry a Pilot.
- (b) Everything necessary is done on board the Vessel and all necessary facilities are provided to ensure the safe boarding and alighting of the Pilot;
- (c) The Pilot is provided with all information and assistance necessary to permit the safe pilotage of the Vessel including:
  - i. the relevant specifications of the Vessel;
  - ii. the Vessel's manoeuvring characteristics;
  - iii. any defects in the Vessel or the Vessel's equipment; and
  - iv. anything else that could affect the safe movement and Pilotage of the Vessel.
- (d) 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.

#### 4.7 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 requires;
  - 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.

## 5 Vessel Management

### 5.1 Application to Use Channel and 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 Use Channel has been submitted and accepted by the VRCA; and

- (a) for vessels seeking to moor at the Stony Point, Crib Point or Long Island Point Berths, a completed Application for Berth has been submitted to and accepted by PoHDA; or
- (b) for vessels seeking to moor at the BlueScope Berths, permission has been obtained from BlueScope.

### 5.2 Allocated Berth

- (a) PoHDA makes no warranties or representations about the suitability of any Berth allocated for a 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 the Harbour Master and PoHDA 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 the Harbour Master or PoHDA.
- (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 the Harbour Master and PoHDA.
- (e) If a vessel berthed in Port waters becomes unberthed due to Force Majeure, the Master of the vessel is to anchor the vessel in a safe location as soon as practicable and inform the Harbour Master of the event as soon as possible. After such an event, on no account is the vessel to be removed from her anchoring position or brought back alongside any berth in Port waters without the permission of the Harbour Master.

### 5.3 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 depth of water limit and maximum berth loading for the allocated Berth; or
- (b) Cause or permit the Vessel to be moored at any Berth unless the Vessel remains afloat at all times and if an under keel clearance depth is notified by the Harbour Master, then the notified under keel clearance shall be maintained at all times. Under keel clearance requirements are specified in the Harbour Master's Directions.

### 5.4 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.

### 5.5 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. ensures the Vessel is securely moored taking into account the Vessel characteristics, weather and marine conditions;
  - 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;
  - vii. facilitates the quick release of the Vessel; and
  - viii. complies with any other requirements as specified by PoHDA or the Harbour Master.
- (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 the Harbour Master's permission.
  - (d) The Master and Owner of a Vessel must ensure the Harbour Master and PoHDA is notified of any damage that occurs during mooring to the Berth, the Vessel or any other Vessel.
  - (e) The Master and Owner of a Vessel must ensure that the Harbour Master is notified immediately if a Vessel parts from its anchor, drags its Anchoring Position or parts mooring lines.

## 5.6 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 the 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 the Harbour Master replaced immediately.
- (c) The Harbour Master 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 the Harbour Master is not satisfied with the mooring lines or equipment used or proposed to be used in mooring a Vessel, then the Harbour Master 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 PoHDA's or the VRCA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA or VRCA for all of its Costs and Losses that arise out of anything done by the Harbour Master under clause 5.6(d).

## 5.7 Gangways

- (a) The Master and Owner of a Vessel in the Port 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 the Harbour Master, VRCA or PoHDA is not satisfied with the gangways used or proposed to be used by a Vessel or if gangways have been obstructed, then PoHDA, VRCA 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) PoHDA or VRCA is not liable to any person for Costs and Losses that arise out of or in connection with the exercise of their rights under clause 5.7 (d). Without limiting any of PoHDA's or VRCA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA or VRCA for all of its Costs and Losses that arise out of anything done by PoHDA, the Harbour Master or VRCA or their Associates under clause 5.7(d).

## **5.8 Keeping Clear of Mooring**

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

## **5.9 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.

## **5.10 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 the Harbour Master directs otherwise.

## **5.11 Bunkering**

- (a) The Master and Owner of a Vessel that is in the Port must ensure that the Vessel is not bunkered unless a written request to bunker has been made to and accepted by PoHDA or the Harbour Master. The request shall outline the following;
  - iii. The name of Vessel and the name of the berth where bunkering will take place.
  - iv. Quantity and type of bunkers
  - v. Anticipated start date/time & anticipated finish date/time.
- (b) The Master and Owner of a Vessel must ensure that the bunkering process complies with all relevant laws and best practice techniques.
- (c) The Master or Owner of a Vessel must ensure that:
  - i. PoHDA and the Harbour Master is notified when bunkering has commenced and when bunkering has been completed;
  - ii. only bunkering facilities provided are used;

- iii. 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;
- iv. all necessary precautions are taken to prevent the spillage of fuel on the Vessel, Berth and in Port Waters;
- v. bunkering is not carried out unless:
  - A. the weather conditions are suitable;
  - B. the Berth has been approved for bunkering;
  - C. There has been an exchange of all relevant information between the vessel and all parties involved in the bunkering operation.
  - D. the bunker hose(s) are of sufficient length and are in good condition and have been tested in accordance with the appropriate Australian standard and the test certificate(s) are available to be provided to the Harbour Master if requested by the Harbour Master or PoHDA;
  - E. the bunker hose connections (vessel and truck) have a good seal and a tightened bolt is used in every bolt hole of the bunker hose connection flanges;
  - F. effective communications are established between the Vessel and the bunkering truck;
  - G. there is safe access between the bunkering truck and the Vessel;
  - H. an effective deck watch is maintained;
  - I. the Vessel and the bunkering truck have agreed the pumping rate;
  - J. the Vessel and the bunkering truck have agreed an emergency shut-down procedure;
  - K. suitable firefighting equipment is on board and ready for immediate use at the bunkering area;
  - L. scuppers on the Vessel are closed off or sealed;
  - M. unused cargo connections are blanked;
  - N. unused valves are closed;
  - O. there is compliance with naked light requirements;
  - P. provision for emergency escape has been made;
  - Q. emergency pump stops are operational;
  - R. window type air conditioners are disconnected;
  - S. drip trays are in place; and
  - T. absorbent material is on site.

Note: If any of the above requirements cannot be complied with, bunkering operations must not commence or, if during the course of bunkering cease to be complied with, then bunkering must stop immediately.

- vi. bunkering is done in compliance any other requirements as specified by PoHDA.
- (f) On completion of bunkering the equipment is to be disconnected and stowed in a manner to avoid any spillage.
- (g) If any bunker spillage occurs, the following actions are required to be implemented immediately:
  - i. cease bunkering operations;
  - ii. notify PoHDA and the Harbour Master; and

- iii. take steps to ensure that any spillage is contained, cleaned-up and mitigated to the satisfaction of PoHDA, VRCA and the EPA;
- (h) PoHDA and its Associates may do everything necessary to contain, clean up and mitigate the effect of any spillage in the Port.
- (i) PoHDA 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 PoHDA or any of its Associates under clause 5.11(h).
- (j) Without limiting PoHDA's other rights or remedies, the relevant Port User shall promptly reimburse PoHDA for all of its Costs and Losses that arise out of anything done by PoHDA or any of its Associates under clause 5.11(h).

## 5.12 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.

## 5.13 Flares

The Master and Owner of a Vessel in the Port must ensure that no flare is discharged except when required to for safety reasons or when the Vessel is in distress.

## 5.14 Fire

- (a) The Master and Owner of a Vessel in the Port must ensure that the Vessel is equipped with firefighting equipment that is adequate for the relevant Vessel taking into account the nature of its Cargo. All firefighting 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 that is handling or intending to handle Dangerous Cargo must ensure that:
  - i. the Vessel's fire hose is connected between the fire hydrant nearest the gangway of the Vessel and a fire hydrant on the relevant Berth. If the Vessel's and the Berth's connections are incompatible then an international shore fire connection supplied by the Vessel is to be coupled to the Vessel's international shore fire connection which is connected to the Vessel's hose;
  - ii. if the Dangerous Good being handled is incompatible with water as a fire retardant then suitable chemical firefighting equipment is on standby for immediate use;
  - iii. Ship's firefighting appliances, including main & emergency fire pump shall be ready for immediate use as required by ISGOTT (Latest edition, as amended) and the Vessel's management procedures. Pressure shall be maintained on the fire main whilst alongside.
  - iv. non-essential personnel are not to be allowed within 100 metres of the Vessel:
  - v. Personnel involved in the operation must not
    - D. smoke or have in their possession any matches, fire or other means of ignition;
    - E. use any light other than an appropriate safety lamp; or
    - F. use any appliance, tool or electrical equipment that is capable of creating any spark, fire or flame.
  - vi. 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.



- vii. 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 and PoHDA's permission.
- viii. If a fire outbreak occurs on a Vessel in the Port, the Master and Owner of the Vessel must ensure that:
  - A. the Facility Operator, the Harbour Master and PoHDA are notified of the outbreak as soon as possible; and
  - B. the Vessel's officers and crew assist in extinguishing the fire as far as it is safe to do so.
- (c) PoHDA or the VRCA is not liable to any person for any Costs and Losses that arise out of or in connection with any outbreak of fire.
- (d) Without limiting any of PoHDA's or the VRCA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA or the VRCA 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 PoHDA, the VRCA or its Associates in response to it.

### **5.15 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 hawse pipe, or if the Berth is a tanker berth then the outboard anchor is to be walked back to outside the hawse pipe ready for letting go.

### **5.16 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 permission. If the Vessel's engines or propellers are operated, the Master and Owner of the Vessel must ensure that:

- (a) The Harbour Master is notified when the Vessel's engines or propellers have commenced or stopped operating; and
- (b) All necessary precautions are taken to avoid damage or injury to any Vessel, Berth, people or property in the Port.
- (c) Prior to turning the propellers, it must be ensured that no person is in the vicinity of the propellers

### **5.17 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.

### **5.18 Demobilisation and repairs**

- (a) The Master and Owner of a Vessel must ensure that the Vessel is not demobilised while anchored or moored at a Berth and remains mechanically ready and able to leave the Port at all times, unless the Harbour Master authorises.
- (b) The Master and Owner of a Vessel that is moored at a Berth must ensure that no repairs, maintenance, installation, construction or modification work (Vessel Works) is to be carried out on the Vessel unless a Work Permit for the relevant Vessel Works has been issued.
- (c) If Vessel Works are permitted, the Master and Owner of the Vessel must ensure that:
  - i. the Harbour Master is notified when repairs have been 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.
- (d) If any Vessel Works involves Hot Work then the Owner and Master of Vessel must ensure that:
  - i. no Hot Work is conducted within 30 metres of any dangerous or flammable substance or a Hazardous Area;
  - ii. Hot Work done by the Vessel's crew is 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;
    - A. must be completed by suitably experienced and qualified persons who are covered by all statutory and standard commercial insurance requirements; and
    - B. must not commence 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".
- (e) 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.
- (f) The Harbour Master must be notified by the Master or Owner of a Vessel or their agents prior to any Hot Work being conducted on their Vessel.
- (g) PoHDA or the VRCA is not liable to any person for any Costs and Losses that arise out of or in connection with the Hot Work.

## 5.19 Entry into the Hazardous Area

- (a) If the Master and Owner of a Vessel in the Port 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) PoHDA or the VRCA is not liable to any person for any Costs and Losses that arise out of or in connection with any entry by the Port User or any of its Associates into a Hazardous Area.

## 5.20 Cargo tank, hold, propeller and deck cleaning and fumigation

- (a) The Master and Owner of a Vessel must ensure that the Vessel's cargo tanks, holds, and decks are not cleaned while moored at a Berth or at anchor without the Harbour Master's or PoHDA's prior written permission.
- (b) The Master and Owner of a Vessel must ensure that the Vessel's cargo tanks, holds, and decks are not fumigated while moored at a Berth or at anchor without the Harbour Master's or PoHDA's prior written permission.
- (c) The Master and Owner of a Vessel must ensure that the Vessel's cargo tanks, holds, and decks are cleaned and fumigated in compliance with all laws including any requirements set out by the Harbour Master, PoHDA, the EPA and the DAWR.

- (d) PoHDA or the Harbour Master may arrange for the cargo tanks, holds, and decks of a Vessel to be inspected before or while they are being cleaned or fumigated and the Master and Owner shall ensure that PoHDA and its Associates are given immediate access to the Vessel to carry out any inspection.
- (e) If PoHDA or the Harbour Master permits the cargo tanks, holds or decks of a Vessel to be cleaned or allows the Vessel to be fumigated, the Master and Owner of the Vessel must ensure that the cargo tanks, holds, hull or deck are cleaned or fumigated in such a way so as to:
  - i. prevent any waste water or other 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 PoHDA or the Harbour Master permits the cargo tanks, holds, hull or deck of a Vessel to be cleaned, the Master and Owner of the Vessel must ensure that at the Master's or the Owner's cost:
  - i. any damage to the Berth or property on the Berth by this operation is fully repaired to PoHDA's satisfaction within the time directed by PoHDA; and
  - ii. the Berth and the Port Waters are cleaned to the condition that they were in before the cargo tanks, holds, hull or decks were cleaned or fumigated.
- (g) If PoHDA 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, PoHDA and its Associates may do everything necessary to put the Port Waters, Berth and property on the Berth in a satisfactory condition.
- (d) The cleaning of sea chests, sea suction grids and other hull apertures may be permitted provided that any debris removed (including encrustation, barnacles, and weeds) is not allowed to pass into the water column or fall to the sea bed and subject to any other conditions attached to the permit. An application seeking permission to carry out this work must be lodged with the Harbour Master at least five (5) working days prior to commencement of the anticipated start date. Such application will detail how encrustations, barnacles and other debris will be contained and or collected for disposal as well as the method of disposal.
- (e) No hull cleaning or propeller polishing is allowed in Western Port and no substance, other than approved ballast water, is to be discharged into Port Waters.

## 5.21 Vessel "over the side" maintenance

The Master and Owner of a Vessel in the Port, must ensure that no "over the side" maintenance that involves such practices as chipping or painting is conducted within the Port.

## 5.22 Cleaning, gas freeing and/or purging of a tank

- (a) The Master and Owner of a Vessel must ensure that the cleaning, purging or gas freeing of any tank in the Port is not done without the permission of PoHDA or the Harbour Master.
- (b) The Master and Owner of a Vessel at anchor in the Port must ensure that gas freeing or purging of a tank:
  - i. is only done at a location that has been approved by PoHDA or the Harbour Master and that all tank washing slops remain on board the Vessel;
  - ii. is only done in compliance with all relevant laws and best practice techniques including ISGOTT; and
  - iii. is fully documented and done in compliance with on board operational procedures.
- (c) The Master and Owner of a Vessel at a tanker Berth must ensure that gas freeing or purging of a tank in the Port is only done in compliance with any other requirements of PoHDA or the terminal operator as notified from time to time.

## 5.23 Ballast Water

The Master and Owner of a Vessel in the Port must ensure that the Vessel does not discharge any ballast water in any part of the Port without notifying PoHDA and the Harbour Master's and receive prior written consent from DAWR and the EPA as required by Australian regulations..

## 5.24 Grounding of Vessels

- (a) The Master and Owner of a Vessel in the Port 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 permission.
- (b) If a Vessel has been Grounded without permission or contrary to the Harbour Master's directions, the Master and Owner of the Vessel must ensure that the Harbour Master and PoHDA are immediately notified of:
  - i. the location of the Vessel;
  - ii. the time when the Vessel was Grounded;
  - iii. the reason 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 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 the Harbour Master directs otherwise.
- (d) The Harbour Master may do everything necessary to remove the Vessel from the shore and repair damage to the Port.
- (e) PoHDA or the VRCA 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 the Harbour Master under clause 5.24(d).
- (f) Without limiting any of the Harbour Master's, PoHDA's or the VRCA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA or the VRCA for all of its Costs and Losses that arise out of or in connection with anything done by the Harbour Master under clause 5.24(d).

## 5.25 Launching of Vessels

- (a) The Master and Owner of a Vessel must ensure that a Vessel is not launched from any Berth or Facility in the Port without the Harbour Master's or PoHDA's permission.
- (b) The Master and Owner of a Vessel that is launched from any Berth or Facility in the Port must ensure that the Vessel is launched only from a launching area that has been approved by PoHDA or the Harbour Master.
- (c) The Master and Owner of a 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) PoHDA or the VRCA is not liable to any person for Costs and Losses that arise out of or in connection with the launch of a Vessel.

## 5.26 Lifeboat Drills

- (a) The Master and Owner of a Vessel must not conduct any manned lifeboat drills without the permission of the Harbour Master and the Master and Owner of a Vessel must ensure that:
- ix. both the Harbour Master and PoHDA are notified when launching of the lifeboats is to commence;
  - x. there are no other Vessels or Port Users within the immediate vicinity of the area where the lifeboat drill is being conducted; and
  - xi. 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.
- (b) The Master and Owner of a Vessel must ensure that lifeboats are maintained in accordance with IMO standards while the Vessel is in the Port.

## 5.27 Surveys

- (a) If a Vessel has been moored or anchored in the Port for a Lengthy Period then PoHDA or the Harbour Master may, by notice in writing, request the Master or Owner of a Vessel to provide the Harbour Master 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 5.26(a); or
  - ii. the Harbour Master or PoHDA (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,
  - iii. then the Harbour Master or PoHDA may appoint a professional surveyor to conduct a survey of the Vessel and produce a report for PoHDA as to the soundness and general integrity of the Vessel (Independent Report) and PoHDA or the Harbour Master shall provide a copy of the Independent Report to the Master or Owner.
- (c) The Master and Owner of a Vessel must ensure that any works to the Vessel that are reasonably required by the Harbour Master or PoHDA 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 a Vessel fail to observe clause 5.26(c), the Harbour Master, PoHDA 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) PoHDA or the VRCA 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 the Harbour Master, PoHDA or its Associates under clause 5.26(b) or 5.26(d).
- (f) Without limiting any of the Harbour Master, PoHDA's or the VRCA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA or the VRCA for all of its Costs and Losses that arise out of or in connection with anything done by the Harbour Master, PoHDA or its Associates under clauses 5.26(b) or 5.26(d).

## 5.28 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 the Harbour Master and PoHDA are 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 the Harbour Master or PoHDA, irrespective of the difficulty or cost.
- (c) PoHDA and its Associates may do everything PoHDA considers necessary in relation to a Discharged Item.
- (d) PoHDA 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 PoHDA or its Associates under clauses 5.28(c) and 5.28(e).
- (e) If PoHDA recovers the Discharged Item from the Port and the Discharged Item is not claimed by any person after a Lengthy Period, PoHDA and its Associates may in PoHDA'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 5.28 limits the application of clause 6.12.

## 5.29 Diving

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

## 5.30 Abandoned Vessels

- (a) If the Harbour Master 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 the Harbour Master, then PoHDA 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 PoHDA or anyone else.
- (b) VRCA or PoHDA and its Associates may in VRCA or PoHDA'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) VRCA or PoHDA 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 VRCA or PoHDA or its Associates while exercising VRCA or PoHDA's rights under clause 5.30(b).
- (d) Notwithstanding clause 5.30(a), without limiting any of VRCA or PoHDA's other rights and remedies, the Master and Owner of an Abandoned Vessel shall promptly reimburse VRCA or PoHDA 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 VRCA or PoHDA or its Associates pursuant to its rights under clause 5.30(b).
- (e) If VRCA or PoHDA sells any part of the Vessel or property aboard the Vessel, the proceeds after deducting PoHDA or VRCA'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, VRCA or PoHDA may deal with the Net Proceeds in any way it sees fit and VRCA or PoHDA is not liable to anyone who later claims any rights to the Net Proceeds.
- (f) Nothing in clause 5.30(e) shall be interpreted to:
  - i. require VRCA or PoHDA to sell any property in preference to any other thing VRCA or PoHDA is entitled to do under clause 5.31(b);
  - ii. make VRCA or PoHDA a trustee; or
  - iii. make VRCA or PoHDA a bailee.

### **5.31 Outstanding payment**

- (a) The Harbour Master 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 PoHDA or the VRCA have been incurred in relation to the Vessel during the Vessel's visit to the Port (Liabilities); and
  - ii. PoHDA or the VRCA considers that the Master, Owner or Shipping Agent of the Vessel is not likely to make:
    - A. payment on account of the Liabilities prior to Vessel departure if payment prior to departure was agreed with PoHDA or VRCA or is required by PoHDA or VRCA; or
    - B. prompt payment to PoHDA or VRCA on account of the Liabilities.
- (b) Without limiting any of PoHDA's or VRCA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA or VRCA for all of its Costs and Losses that arise out of or in connection with anything done by the Harbour Master, PoHDA, VRCA or their Associates under clause 5.31(a).

### **5.32 Funnel Smoke**

The Master and Owner of a Vessel in the Port must ensure that soot or excess smoke is not emitted from the Vessel's funnel and that immediate steps are taken to eliminate any sparking from the Vessel's funnel.

### **5.33 Waste Discharge and Management**

- (a) Discharge into Port Waters or upon any wharf pier or jetty of ships refuse, rubbish, offensive liquid or other waste matter is prohibited.
- (b) Sewage must be retained on board unless disposed of in compliance with EPA requirements. Sewage collection is available and can be arranged through the Vessels shipping agent.
- (c) Garbage collection is available and can be arranged through the Vessels shipping agent.



- (d) All wastes removed from a vessel must be disposed of in accordance with EPA Regulations
- (e) Containers used for the collection of ship's garbage and discharge ashore must be in sound, water tight condition with a well fitted lid.
- (f) In order to avoid inadvertent contamination of the wharves or Port Waters, garbage containers should be placed inboard and in a position on deck where facilities are available for discharge from the ship to the refuse removal vehicle.
- (g) It is the responsibility of the ship to deliver garbage to the refuse removal vehicle.
- (h) Garbage containers must be discharged only at the time when a refuse removal vehicle is in attendance.
- (i) An approved quarantine garbage collection service provider must be used when quarantine waste is to be removed from a Vessel in Port.

## 6 Cargo and Berth Management

### 6.1 Manifest

- (a) The Master and Owner of a Vessel must ensure that PoHDA receives two accurate, legible and complete copies of a manifest written in English detailing the Cargo to be unloaded at the Port (Inward Manifest) in the form approved by PoHDA as soon as practicable.
- (b) The Master and Owner of a Vessel must ensure that PoHDA receives an accurate, legible and complete copy of a manifest 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) in the form approved by PoHDA as soon as practicable after the cargo has been loaded and fuel bunkered.
- (c) 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 PoHDA for particular Cargo);
  - vi. particulars of fuel bunkered at the Port (if any); and
  - vii. any other information that the Harbour Master or PoHDA may reasonably require.
- (d) In the event of an inaccuracy being identified in the manifest, the Master and Owner of Vessel will provide an accurate replacement manifest to POHDA as soon as practicable.

### 6.2 Dangerous Cargo

- (a) Without limiting clauses 4.4, if Dangerous Cargo is to be unloaded from, loaded onto or kept aboard a Vessel in the Port, the Master and Owner of a Vessel must ensure that PoHDA or the Harbour Master is notified at least 48 hours before entering the Port 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,
- (b) With respect to Dangerous Cargo, a Port User must ensure that it and all of its Associates comply with:
  - i. AS 3846-2005; and
  - ii. The Dangerous Goods Act 1985 and Dangerous Goods (Storage and Handling) Regulations 2000.
  - iii. Marine Order 41 (Carriage of Dangerous Goods) 2009

- (c) The Master of a vessel carrying or intending to load liquid bulk dangerous substances shall prepare the following documents;
  - i. Safety Data Sheet for the cargo on board or to be loaded;
  - ii. A current crew list;
  - iii. General arrangement plan of the vessel;
  - iv. A cargo plan and transfer arrangements.
- (d) The Facility Operator shall ensure the documents listed in clause 6.2 (c) are placed in an accessible location at the entrance to the Berth.
- (e) The Master of a vessel carrying or intending to load liquid bulk dangerous substances shall ensure that;
  - i. The outboard accommodation ladder is turned out and rigged ready for immediate lowering;
  - ii. Where it is not possible to turn out the outboard accommodation ladder a pilot ladder shall be rigged overside in its place;
  - iii. The outboard lifeboat is at the embarkation deck and is ready for immediate lowering.
- (f) Vessels carrying or intending to load liquid bulk dangerous substances shall ensure its boilers, main engines, steering machinery and other equipment essential for manoeuvring shall be maintained in a state of readiness so as to permit the ship to move from the berth at short notice.
- (g) Dangerous cargo operations shall be stopped during severe electrical storms, periods of high wind or during still air conditions, at the discretion of either the Harbour Master, Vessel's Master, Berth Operator or PoHDA. When operations are stopped, all tank openings and cargo valves shall be closed. All vessel's Masters are required to and are responsible for monitoring the weather at all times while within Western Port
- (h) Transfer operations shall not commence until;
  - i. The Master of the Vessel or his representative has signed a safety checklist with the Facility Operator certifying that
    - A. all necessary valves ashore and on board are properly set; and
    - B. that all necessary signals are agreed and loading procedures are understood.
  - ii. The Harbour Master has issued a permit to commence petroleum and gas cargo operations.

### 6.3 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 the Harbour Master or PoHDA and its Associates as and when required by PoHDA or the Harbour Master shall be entitled to open any container or break any product wrapping or casing in order to carry out any inspections if the Harbour Master or PoHDA considers it necessary or desirable to do so for any reason;
  - ii. any documentation required by the Harbour Master or PoHDA including any cart-note, pass, delivery receipt or manifest is given to PoHDA or its Associates on demand; and
  - iii. the Cargo is packed and stowed in a manner that enables it to be readily inspected.
- (b) PoHDA and the Harbour Master may do everything necessary to prevent any Vessel or Vehicle carrying Cargo from berthing or entering or leaving the Port if PoHDA, the VRCA 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) PoHDA or the VRCA 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 the Harbour Master, PoHDA or its Associates under clause 6.3(b).

## 6.4 Loading and unloading of Cargo

- (a) 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 PoHDA 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. The Harbour Master is notified when loading or unloading of the Vessel has been commenced, completed, suspended or cancelled.
- (b) 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 PoHDA when the Cargo is unloaded from or waiting to be loaded onto a Vessel.
- (c) Where no Laydown Area or other area has been designated by PoHDA, 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 does not interfere with PoHDA or other Port Users.
- (d) 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 PoHDA.
- (e) If directed by PoHDA, 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.
- (f) 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.

## 6.5 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.

## 6.6 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.

## 6.7 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.

## 6.8 Bulk Cargo not to be Deposited at 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 PoHDA's permission.

## 6.9 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 PoHDA Berth or in any Laydown Area, Storage Area or other area designated by PoHDA without PoHDA'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 PoHDA or other Port Users.
- (c) PoHDA 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 PoHDA's other rights or remedies, the Port User shall promptly reimburse PoHDA 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.

## 6.10 Damaged Cargo

- (a) The Master and Owner of a Vessel that is being loaded or unloaded at the Port must ensure that:
  - i. PoHDA 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 PoHDA's permission.
- (b) The provisions of clause 6.10(a) shall only apply if PoHDA (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.
- (c) PoHDA or the Harbour Master may arrange for an expert inspection and report on the safety of any Damaged Cargo and the Master and Owner shall ensure that PoHDA 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.
- (d) If PoHDA 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

the Master and Owner must ensure that any Damaged Cargo is destroyed if so directed by PoHDA;  
or

PoHDA or its Associates may destroy the Damaged Cargo.

- (e) PoHDA 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 clause 6.10 (d).
- (f) Without limiting any of PoHDA's other rights or remedies, the Master and Owner of a Vessel shall promptly reimburse PoHDA for all of its Costs and Losses that arise out of or in connection with Damaged Cargo, including the destruction of Damaged Cargo under clause 6.10 (d).

### **6.11 PoHDA may move Cargo**

- (a) PoHDA and its Associates may without notice do everything necessary to move any Cargo within the Port if PoHDA 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) PoHDA 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 PoHDA or its Associates.

### **6.12 Moving Cargo between Vessels**

- (a) 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 PoHDA's and the Harbour Master's permission, and
  - i. The Vessels involved in the operation are compatible;
  - ii. Vessels involved ensure the provision of appropriate fendering;
  - iii. Pre-planning to cover navigational, operational and safety aspects to be held between representatives of the Harbour Master, Pilots and Operators of both Vessels
  - iv. Where appropriate, the requirements of the International Safety Guide for Oil Tankers and Terminals and, the Ship to Ship Transfer Guide (Petroleum) or (Liquefied Gas) are followed;
 

The receiving tanker will be in all respects ready to load prior to the Vessels coming alongside each other;
  - v. Pre-washing and/or flushing of tanks is not permitted once Vessels secured alongside each other;
  - vi. The crew are suitably experienced and possess satisfactory communication skills;
  - vii. The Harbour Master may require a representative in attendance during mooring & transfer.
  - viii. Oil pollution, emergency management and security arrangements must be decided upon for the proposed operation; and
  - ix. A comprehensive risk assessment has been carried out and signed off on by all parties involved in the proposed operation

## 6.13 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. PoHDA and the Harbour Master is immediately notified;
  - iii. the Fallen Cargo is recovered as soon and as quickly as possible or as PoHDA directs;
  - iv. any damage to the Berth is fully repaired to PoHDA's satisfaction within the time directed by PoHDA 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 PoHDA's satisfaction.
- (b) PoHDA and its Associates may do everything PoHDA considers necessary in relation to Fallen Cargo.
- (c) PoHDA is not liable to any person for Costs and Losses that arise out of or in connection with Fallen Cargo, including anything done by PoHDA or its Associates under clauses 6.13(b) and 6.13(e).
- (d) Without limiting any of PoHDA's other rights or remedies, the Master and Owner of the Vessel shall promptly reimburse PoHDA for all of its Costs and Losses that arise out of or in connection with Fallen Cargo, including the Costs and Losses incurred by PoHDA in relation to anything done by PoHDA 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 6.13(e) in relation to the Fallen Cargo once recovered.
- (e) If PoHDA recovers the Fallen Cargo and the Fallen Cargo is not claimed by any person after a Lengthy Period, PoHDA and its Associates may in PoHDA'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 6.13 limits the application of clause 5.29

## 6.14 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 PoHDA unless prior written consent is given by PoHDA.
- (b) PoHDA may allocate a Laydown Area, Storage Area or other area designated by PoHDA (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. PoHDA will determine availability and suitability in its absolute discretion.
- (d) If PoHDA considers it necessary for any reason, PoHDA 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 PoHDA exercises any of its rights under clause 6.14(d), nothing will relieve the Port User from liability accrued and nothing will entitle the Port User to any Costs and Losses.
- (f) PoHDA 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 PoHDA 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 PoHDA a bailee in respect of anything stored in a Storage Area.
- (i) PoHDA 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) PoHDA will not become liable for any Costs and Losses or damage caused to any Cargo or other goods stored at the Port because PoHDA 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 by PoHDA;
  - ii. neither it nor any of its Associates moves Cargo or other goods from one Storage Area to another area within the Port without PoHDA's permission;
  - iii. Cargo or other goods are not stored at the Storage Area for longer than the time permitted by PoHDA (Permitted Storage Time);
  - iv. the Storage Area and all of PoHDA'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. in a manner that ensures the relevant Storage Area capacities and loadings are not exceeded;
    - C. away from doors, walls and traffic areas in the Storage Area; and
    - D. in a way that is convenient for inspection by Department of Agriculture and Water Resources and other officials.

## 6.15 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 PoHDA (Controlled Area) must pay the Storage Fees to PoHDA 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 PoHDA and the Port User in writing, the Port User must pay all Storage Fees and other moneys owing to PoHDA 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 Controlled Area for more than the Permitted Storage Time, then PoHDA may render invoices to the Port User on account of any Storage Fees and other moneys owing to PoHDA 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 Controlled Area (with payment to be made in accordance with clause 6.15(b)).



- (d) If PoHDA 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 PoHDA.

## **6.16 Abandoned Cargo**

- (a) If any Cargo or other goods remain in a Storage Area or any other Controlled Area for a period that exceeds the term of the Permitted Storage Time then, if PoHDA 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 PoHDA 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 PoHDA.
- (b) PoHDA 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) PoHDA 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 PoHDA or its Associates while exercising PoHDA's rights under clause 6.16(b).
- (d) Notwithstanding clause 6.16(a), without limiting any of PoHDA's other rights and remedies, any Port User who owns any Abandoned Cargo will reimburse PoHDA 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 PoHDA or any of its Associates while exercising any rights under clause 6.16(b).
- (e) If PoHDA sells any of the Abandoned Cargo, the proceeds after deducting PoHDA's Costs and Losses (Net Cargo Proceeds) will be kept aside for the owner of the Cargo or other goods for at least 12 months from the date the Abandoned Cargo is sold (12 Month Period). PoHDA 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 PoHDA's possession of the Net Cargo Proceeds. If the Net Cargo Proceeds are not claimed by the owner of the Cargo or other goods within the 12 Month Period then, on expiry of the 12 Month Period, PoHDA may deal with the Net Cargo Proceeds in any way it sees fit and PoHDA is not liable to anyone who later claims any rights to the Net Cargo Proceeds.
- (f) Nothing in clause 6.16(e) shall be interpreted to:
  - i. require PoHDA to sell any Cargo or other goods in preference to any other thing PoHDA is entitled to do under clause 6.16(b);
  - ii. make PoHDA a trustee in relation to any Cargo or other goods; or
  - iii. make PoHDA a bailee in relation to any Cargo or other goods.

## **6.17 Cargo Consignee Lien etc.**

- (a) If any money is owing by any Cargo Consignee to PoHDA with respect to the Storage of any Cargo or other goods, then PoHDA 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. PoHDA shall notify the Cargo Consignee if it exercises its distraint and detention rights.
- (b) If PoHDA distrains or detains any of the Cargo or other goods pursuant to clause 6.17(a) (Detained Cargo) then:

- i. PoHDA may store the Detained Cargo anywhere (Detention Storage or Removal). The Cargo Consignee shall pay all costs and expenses incurred by PoHDA or any of its Associates in relation to any Detention Storage or Removal on demand;
  - ii. PoHDA 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 PoHDA'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 6.15(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 PoHDA may sell some or all of the Detained Cargo at any price PoHDA determines in its absolute discretion and PoHDA shall apply the proceeds of sale towards:
    - A. the payment of any moneys then owing to PoHDA; and
    - B. payment of any costs and expenses incurred by PoHDA or any of its Associates in relation to the sale, and PoHDA 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 PoHDA pursuant to clause 6.17(b) iv, PoHDA shall be deemed to be exercising a power of sale pursuant to its lien over the Cargo or other goods.
- (c) PoHDA 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 PoHDA or its Associates while exercising PoHDA's rights under clause 6.17(b) iv.

## **6.18 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 Loading to be imposed on the Berth.
- (b) Without limiting any of PoHDA's other rights or remedies, a Port User shall promptly reimburse PoHDA for all of its Costs and Losses that arise out of or in connection with any breach of clause 6.18(a) by the Port User.

## **6.19 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 PoHDA or any other Port User including loss or damage arising out of the escape of fumes, odours, product and dust of any kind.

## **7 Facilities and Equipment**

### **7.1 Application**

A Port User must ensure that neither it nor any of its Associates uses any Facilities or Equipment, unless such a request has been made to and accepted by PoHDA.

### **7.2 Availability**

- (a) Allocation of Facilities and Equipment is always subject to availability and suitability. PoHDA will determine availability and suitability in its absolute discretion.
- (b) If PoHDA considers it necessary for any reason, PoHDA 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 PoHDA exercises any of its rights under clause 7.2(b), nothing will relieve the Port User from any liability accrued nor entitle the Port User to any Costs and Losses.
- (d) If PoHDA reasonably 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 PoHDA and the Port User shall pay any applicable usage costs for the Extra Requirements in accordance with PoHDA's Rates and Charges.

### **7.3 No Warranty**

PoHDA makes no warranty:

- (a) about the suitability of the Facilities or Equipment for any use; or
- (b) that any of the Facilities or Equipment are clean and free from contaminants.

### **7.4 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:
  - i. free from any substances which may damage or contaminate its Cargo or other goods or materials; and
  - ii. in all respects safe to operate, and the Port User bears all risk associated with any contamination of any Cargo or other goods or materials including any contamination arising in circumstances where PoHDA or any of its Associates have undertaken any cleaning, wash down, maintenance or other work concerning the Equipment or Facilities;
- (b) follow all operating instructions posted on the Equipment or Facilities or any directions given by PoHDA;
- (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 PoHDA 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 PoHDA'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 PoHDA's interest and immediately notify PoHDA 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.

## **7.5 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. PoHDA is immediately notified of the damage or malfunction.
- (b) PoHDA 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 PoHDA 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 PoHDA 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 PoHDA 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 PoHDA's other rights or remedies, the Port User shall promptly reimburse PoHDA for all of its Costs and Losses that arise out of anything done by PoHDA or any of its Associates under clause 7.5(d).

## **8 Emergencies**

### **8.1 Emergency Announcements**

A Port User must ensure that it and all of its Associates observe and obey all Emergency announcements by PoHDA, VRCA and the Harbour Master.

### **8.2 Reporting Information**

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

- (a) give the Harbour Master, VRCA and PoHDA immediate notice of any actual or potential emergency, threat or hazard including collisions and groundings, 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 PoHDA, VRCA or the Harbour Master in relation to an Emergency in the Port.

### **8.3 Powers in an Emergency**

PoHDA, VRCA and its Associates may do everything they consider necessary in relation to any Emergency in the Port.

### **8.4 Duties in an Emergency**

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

- (a) Obey PoHDA's, VRCA's and their Associates and the Harbour Masters and emergency service providers directions; and
- (b) Do not obstruct or interfere with any effort by PoHDA, the VRCA and their Associates to combat or mitigate the effects of the Emergency.

### **8.5 Interference with emergency equipment**

Except in an Emergency, or as directed by PoHDA, 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.

### **8.6 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 PoHDA's and VRCA's other rights or remedies, a Port User shall promptly reimburse PoHDA or VRCA 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.

### **8.7 Emergency Plans**

- (a) If required by PoHDA, Long-term Port Users must prepare and provide PoHDA with a detailed emergency management plan (Port User Emergency Plan) that sets out the systems, practices and procedures that will apply to the emergency management of the area of the Port used by the Long-term Port User (Security Area); and
- (b) Long-term Port Users shall incorporate any changes, additions or variations to the Emergency Plan as required by PoHDA from time to time, and provide a revised copy of the Security Plan to PoHDA within 7 days of any revision.

- (c) If required to prepare an Emergency Plan, Long-term Port Users shall:
- i. implement, maintain and monitor all systems, practices and protocols set out in the Emergency Plan;
  - ii. conduct a review in accordance with the provisions of the Emergency Plan (Review Date) and use its reasonable endeavours to revise and improve the Emergency Plan and keep it up to date in accordance with best industry practice in relation to emergency management practices into its Emergency Plan;
  - iii. provide PoHDA with a current copy of the Emergency Plan for consideration within 30 days of each Review Date and the Long-term Port User shall promptly implement any of PoHDA's required changes, additions or variations;

## **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 PoHDA'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 PoHDA'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;
  - iii. Comply with in the event of an oil spill, any directions given by the Oil Spill Response Contractors; and
  - iv. Comply with any requirements relating to pollution and contamination set out in the Victorian Contingency Plan for Marine Pollution.
- (b) The Port User must ensure that PoHDA, the Harbour Master and the EPA is immediately notified of any pollution or contamination that has occurred in the Port.
- (c) If PoHDA is not satisfied with anything done by a Port User under clause 9.2(a) PoHDA may do everything necessary to contain, clean-up and mitigate the effect of any contamination or pollution.
- (d) PoHDA 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 PoHDA or any of its Associates under clause 9.2(c).
- (e) Without limiting PoHDA's other rights or remedies, the relevant Port User shall promptly reimburse PoHDA for all of its Costs and Losses that arise out of anything done by PoHDA or any of its Associates under clause 9.2(c).

### **9.3 Reporting Information**

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

- (a) Give PoHDA 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 PoHDA 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 PoHDA'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 General Arrangements

- (a) Port of Hastings Development Authority (PoHDA) is the Port Operator for the Security Regulated Port of Hastings, and responsible for the Security arrangements at Stony Point and the Port of Hastings Port Waters. The Jetties at Long Island Point (LIP), Crib Point Jetty (CPJ) and Stony Point are State owned. The land side security arrangements for LIP are the responsibility of ESSO under their approved Maritime Security Plan (MSP) and the land side security arrangements for CPJ are the responsibility of United Terminals under their approved MSP. The Steel Wharfs (SW1 & 2) are owned by BlueScope Steel and the land side security arrangements for SW 1 & 2 are the responsibility of BlueScope Steel under their approved MSP.
- (b) Responsibility for the implementation of security measures are as follows:
  - i. Port Operator: PoHDA is responsible for the implementation of all security measures in connection with the facilities, infrastructure and assets that are under its direct control and operation, and for all security measures in Port Waters.
  - ii. Port Facility Operator: Port Facility Operators are responsible for the implementation of all security measures in connection with the facilities, infrastructure and assets that are under their direct control and operation.
  - iii. The implementation of ship security measures is the responsibility of the vessel's Company Security Officer and Ship Security Officer. Requests, however, may be made to PoHDA and/or PFO to assist with ship protection.

### 10.2 Prohibited Area

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

### 10.3 Security Passes

- (c) 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 the appropriate Authority of the loss or theft of their Security Passes; and
  - iv. Produce their Security Passes to PoHDA or its Associates on demand.
- (d) PoHDA and its Associates may do everything necessary to remove a person from the Port if that person does not have appropriate security passes.

### 10.4 Security Barriers

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

- (a) passes through a Security Barrier without the 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.

## **10.5 Screening and inspection**

- (a) A Port User must ensure that it and all of its Associates:
  - i. Stop any activity when requested to do so by PoHDA or its Associates for purposes connected with Port security; and
  - ii. Make any Cargo, property, Vessel or Vehicle available for inspection by PoHDA and its Associates, if demanded to do so by PoHDA or any of its Associates for purposes connected with Port security.
- (b) PoHDA 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) PoHDA 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 PoHDA or its Associates are unable to search or inspect for any reason whatsoever.

## **10.6 PoHDA's powers**

- (a) If PoHDA considers it necessary for the purpose of maintaining security in the Port, PoHDA and its Associates may do everything necessary to detain or remove any person, property, Cargo, Vehicle or Vessel from the Port.
- (b) PoHDA will not be liable to any person for any Costs and Losses that arise out of or in connection with anything done by PoHDA or its Associates under Clause 10.6(a).

## **10.7 Security Announcements**

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

## **10.8 Reporting information**

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

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

## **10.9 Firearms**

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

## **10.10 Security Plan**

- (a) If required by PoHDA, Long-term Port Users must prepare and provide PoHDA 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 PoHDA from time to time, and provide a revised copy of the Security Plan to PoHDA within 7 days of any revision.

## **10.11 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 as required by PoHDA to ensure compliance with its 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 PoHDA with a current copy of the Port User's Security Plan for consideration within 30 days of each Security Review Date and the Long-term Port User shall promptly implement any of PoHDA's required changes, additions or variations;
- (d) conduct a thorough annual internal audit of the Security Plan and prepare audit reports by 30 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 PoHDA 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 PoHDA's, the Port Facility Operators and the Harbour Master'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 PoHDA's permission.

### **11.3 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 PoHDA's permission.

### **11.4 Intoxication by drugs or alcohol**

- (a) A Port User must ensure that neither it nor any of its Associates enter or remain in the Port if intoxicated by drugs or alcohol.
- (b) If a person in the Port appears to PoHDA or its Associates to be intoxicated by drugs or alcohol, then PoHDA and its Associates may do everything necessary to refuse entry to or remove that person from the Port.
- (c) A Port User shall ensure that it and its Associates undergo random drug and alcohol testing immediately at the request of PoHDA or its Associates.

### **11.5 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;
- (b) Facilities at Long Island Point or Crib Point;
- (c) area designated by a sign or notice as being a non-smoking area, or
- (d) On any vessel at Crib Point and Long Island Point except within the designated smoking area on board the vessel.

### **11.6 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 PoHDA'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 Drive 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) Follow all applicable road rules within the Port.

### **12.3 Insurance**

If PoHDA 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 PoHDA.

### **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 PoHDA'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 PoHDA'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 PoHDA 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.
- (e) Obey all Port Facility requirements.

## **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 PoHDA.
- (b) PoHDA and its Associates may do everything necessary to move any Vehicle that in PoHDA's opinion is obstructing traffic or the efficient and safe operation of the Port.
- (c) PoHDA is not liable to any person for Costs and Losses that arise out of or in connection with anything done by PoHDA to remove any Vehicle that in PoHDA's opinion is obstructing traffic or the efficient and safe operation of the Port.
- (d) Without limiting any of PoHDA's other rights or remedies a Port User shall promptly reimburse PoHDA 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 PoHDA, the VRCA or any of its Associates (regardless of how negligent, tortious or otherwise wrongful the acts or omissions may be), PoHDA does not and 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 being used, have been used or are going to be used to handle different products or materials from time to time (regardless of any product or materials incompatibility, regardless of any product or materials contamination 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 PoHDA 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 PoHDA or VRCA 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.
- (a) Nothing precludes PoHDA from granting third parties rights to use any part of the Port or anything in the Port for any purpose.
- (b) Nothing, in the absence of an express written agreement to the contrary, creates a relationship of bailor and bailee between a Port User and PoHDA or VRCA in relation to any property under any circumstances.
- (c) Nothing in or arising out of these Port Standards and Procedures creates any duty of care in favour of any Port User.
- (d) 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 PoHDA or VRCA.

- (e) PoHDA or VRCA is not liable to any Port User under any circumstances (regardless of how negligent, tortious or otherwise wrongful any acts or omissions on the part of PoHDA or any of its Associates may be) for any Costs or Losses which:
- i. are indirect or consequential; or
  - ii. result from any special circumstance or supervening event; or
  - iii. comprise loss of revenue, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, increased overhead costs, production delays or other downtime or additional expenses caused by the relevant breach or wrongful act or omission; or
  - iv. do not fairly and reasonably arise naturally from the relevant breach or wrongful act or omission; or
  - v. are suffered by a Port User as a result of a claim upon it by another person.

### **13.3 Qualifications and Clarifications**

- (a) Nothing in clause 13.1 is intended to relieve PoHDA's or VRCA's from liability in relation to anything that arises out of Gross Default on PoHDA's or VRCA's part.
- (b) Clauses 13.1 and 13.2 are intended to provide PoHDA and VRCA with absolute and complete defences and limitations to any claims that a Port User may have against PoHDA 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 PoHDA or VRCA 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.



## **14 Stakeholder Feedback**

Any complaints, comments or observations regarding this document can be directed to either;

- (a) The Port of Hastings Development Authority at [enquiries@portofhastings.com](mailto:enquiries@portofhastings.com); or
- (b) The Victorian Regional Channels Authority at [admin@regionalchannels.vic.gov.au](mailto:admin@regionalchannels.vic.gov.au)

## **15 Variations**

The PoHDA and VRCA reserves the right to vary, replace or terminate this document from time to time.

## **16 Review**

This document will be reviewed as required by PoHDA and VRCA Management to ensure they meet the needs of the Port of Hastings and any legislative or State Government requirements.

# Appendices

## Appendix A Schedule 1

### A1. Port Operations Radio Frequencies

#### VHF F/M (International Channel) Purpose

Channel 16, 156,800 mHz Calling and distress channel

Channel 14, 156,70 mHz Port working channel (Watch maintained during commercial shipping movements)

Channel 8, 156.40 mHz Pilot/tug working channel

### A2. Berth Particulars – PoHDA

<u>Berth</u>	<u>Depth</u>
Crib Point Jetty No 1	15.7m
Long Island Point Jetty	15.7m
Stony Point Jetty	2.5m to 6.0m

Note: for declared channel and anchorage depth please refer to the Harbour Masters Directions

### A3. Berth Particulars – BlueScope (Steel Industry Wharves)

<u>Berth</u>	<u>Depth</u>
Steel Wharf No. 1	12.0m
Steel Wharf No. 2	12.0m

### A4. Maximum Berth and Pier Loading

<u>Berth</u>	<u>Vessel DWT</u>	<u>Vessel LOA</u>	<u>Deck Loading</u>
Crib Point Jetty No 1	Up to 100,000 DWT	Up to 300m	On application
Long Island Point Jetty	Up to 100,000 DWT	Up to 300m	On application
Stony Point Jetty	On application	Up to 70m	On application
Steel Wharf No. 1	On application	On application	On application
Steel Wharf No. 2	On application	On application	On application

## Appendix B Port Contact Details

### B1. General Enquiry Details (Business Hours)

Contact	Phone Number	Email
Harbour Master	0429 008 812	<a href="mailto:svedamuttu@regionalchannels.vic.gov.au">svedamuttu@regionalchannels.vic.gov.au</a>
Duty Harbour Master	0428 549 235	<a href="mailto:dhmhastings@regionchannels.vic.gov.au">dhmhastings@regionchannels.vic.gov.au</a>
PoHDA Operations	0429 998 794	<a href="mailto:operations@portofhastings.com">operations@portofhastings.com</a>
Shipping Orders	Not Applicable	<a href="mailto:shipping@portofhastings.com">shipping@portofhastings.com</a>
VRCA Administration	+ 61 3 5225 3500	<a href="mailto:admin@regionalchannels.vic.gov.au">admin@regionalchannels.vic.gov.au</a>
PoHDA Administration	+ 61 3 59 795500	<a href="mailto:enquiries@portofhastings.com">enquiries@portofhastings.com</a>
BlueScope Hastings Jetty Gate	(03) 5979 6109	
ESSO Hastings Jetty Gate	(03) 5970 7560	
United Hastings Office	(03) 5979 7177	
United Hastings Jetty Gate	(03) 5983 6455	

### B2. Emergency Contact Details

Company	Telephone
Hastings Harbour Control	0428 549 235 (24 Hours) EMERGENCIES
PoHDA Duty Officer	0437 645 026 (24 Hours) EMERGENCIES
Harbour Master	0429 008 812
Crib Point Jetty (Ship's phone when alongside)	0407 685 180
Long Island Point Jetty (Ship's phone when alongside)	0407 845 057
BlueScope (Ship's phone when alongside)	0421 216 613

Appendix C Port Location Map

