

SCHEDULE OF SVITZER TARIFFS AND TERMS AND CONDITIONS

GERALDTON

SCHEDULE OF MAXIMUM TARIFFS

- This schedule outlines services provided, charges and terms and conditions for the safe and efficient arrival and departure of ships at Geraldton effective from 1 January 2019.
- The towage rates shown in this schedule are per tug, per gross tonne (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping.
- All Rates are in Australian dollars.

Category of Movement	Price per GT (excl GST)	GST	Price per GT (incl GST)
Assist from sea to berth or berth to sea ¹	0.174	0.017	0.191
Attend from sea to berth or berth to sea ²	0.172	0.017	0.189
Between berth shift – assist ³	0.093	0.009	0.102
Between berth shift – attend ⁴	0.091	0.009	0.100
Special shift (flat fee) ⁵	640.91	64.09	705.00
Sundry and emergency services (flat fee) ⁶	662.70	66.27	728.97
Cancel or re-schedule (flat fee) ⁷	1,281.81	128.18	1,410.00

¹ Rate per tug, per gross tonne (GT) of the vessel as listed in the current edition of Lloyd's Register of Shipping to assist while berthing or sailing.

² Rate per tug, per gross tonne (GT) of the vessel where a tug is called to attend but not assist (i.e. no tow line required or deemed necessary).

³ Where a vessel is shifted from one berth to another within the harbour. This may be for a variety of possible reasons including weather, loading delays, ship surveys etc. All cruise ship movements would also be subject to this rate.

⁴ Where a vessel is called to attend a shift a vessel between one berth to another within the harbour but no tow line is required or deemed necessary.

⁵ Rate per hour for services relating to tidal surge activity in the Port.

⁶ Rate per hour or part thereof for services not covered in the schedule. Emergency response assistance such as firefighting, environmental response, dead ship etc.

TIMETABLE FOR ENGAGEMENT OF TUGS

- The engagement of all tug(s) is to be arranged with the Mid West Ports Authority's Harbour Master(s) by 1500 hours on the working day prior to ships movement.
- Changes to the engagement times can be adjusted by advising the Harbour Master(s) not less than two hours prior to the previously nominated time for the ship's movement.
- In the event of tug(s) being ordered and then cancelled or rescheduled at less than two hours' notice, a cancellation/rescheduling fee of \$1,410 (including GST) per service may be applied. Determination of whether the cancellation fee will apply will be made by the Harbour Master after consultation with Svitzer Australia Pty Ltd.

SHIFTING OF VESSELS**(A) Where a vessel**

- enters the port with the assistance of tugs to take advantage of favourable weather conditions or to permit a hold survey to be undertaken alongside the wharf
- is moored at a berth other than the designated load berth
- is subsequently shifted to the load berth, and
- departs the Port with the assistance of tugs

The charge for the shift between the arrival berth and the load berth shall be a total of \$705 (including GST).

(B) Where a vessel

- That entered the port with the assistance of tugs (and will depart with the assistance) has completed loading but cannot depart the Port due to unfavourable weather conditions and
- A second vessel moored at another berth is waiting to load at the occupied load berth

The charge for shifting the loaded vessel to another berth to allow the shifting of the second vessel from its berth to the designated loading berth shall be a total of \$705 (including GST).

(C) Where a vessel

- is berthed at the load berth is required to shift after tailing a hold survey, the cost of the shift will be at the normal shift rate provided in the above table.

SUNDRY SERVICES

A rate per tug of \$728.97 (including GST) per hour or part thereof shall be charged for any services not covered in this schedule. Charges will apply from the time the tug(s) leave the tug berth until their return. This rate is applicable for the usual port manning of tugs. All extra expenses over normal harbour costs are payable by the hirer.

TERMS AND CONDITIONS

BOOKING PROCEDURE

A minimum of twenty-four (24) hours prior Notice is required.

PAYMENT TERMS

- Are specified on the invoice issued at the time of service.
- Where extended payment terms of 30 days have been provided to approved customers, the agent is requested to provide details of the ship's Principal at the time of ordering services. If the Agent refuses to provide the principal's details, then the Agent will be deemed to have accepted full responsibility for all charges incurred.
- Invoices outstanding after 30 days may be subject to a late payment charge of 1.5% per month. The customer shall also pay all expenses incurred by Svitzer in recovering the payment of outstanding amounts.
- Ongoing non-compliance of payment terms may result in the 30 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

GENERAL TERMS AND CONDITIONS

- All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.
- The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at <http://svitzer.com/towage/standard-conditions/standard-conditions>.
- Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.
- Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.
- A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time.
- Other surcharges may be imposed by Svitzer with 30 days' notice.
- By ordering tugs or other services, the agent is deemed to acknowledge that the owners, master and agents have been informed of, and have accepted these term and conditions.

CONTACTS

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