

# **Operating terms and schedule of rates for services at GERALDTON**

Effective 1 JANUARY 2004

# SCHEDULE OF RATES

- 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 2004.
- 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.

	PRICE (EXCL GST)	10% GST	PRICE (INCL GST)
Assist from sea to berth or berth to sea	0.185	0.019	0.204
Attend from sea to berth or berth to sea	0.183	0.018	0.201
Between berth shift – assist	0.099	0.010	0.109
Between berth shift – attend	0.097	0.010	0.107
Special shift #	681.82	68.18	750.00
Sundry services #	705.00	70.50	775.00
Cancel or schedule #	1,363.63	136.37	1,500.00

# Refer also to Sundry Services and Supplementary Charges

# SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

## Timetable for engagement of tugs

- The engagement of all tug(s) is to be arranged with the Geraldton Port Authority's Harbour Master(s) by 1500 hours on the working day prior to the ship's movement.
- Changes to 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 \$1,500 (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 Australasia.

## 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 \$750 (including GST).

Safety and support at sea

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- (B) Where a vessel
- that entered the port with the assistance of tugs (and will depart with the assistance of tugs) has completed loading but can not 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 \$750 (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 \$775.50 (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**

#### 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 Australasia 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 Australasia's ability. Svitzer Australasia 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.
- All towage is undertaken in accordance with United Kingdom Standard Conditions For Towage And Other Services (Revised 1974).
- 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 Australasia 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 Australasia from time to time.
- Other surcharges may be imposed by Svitzer Australasia with 30 days notice to the customer.
- 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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