

GENERAL CONDITIONS FOR THE PROVISION OF MARINE SERVICES

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(hereinafter "General Conditions")

In these General Conditions "Alongside" means to the side of or in close proximity, "Marine Services" means Pilotage, Berthage, Mooring Services and Towing. "Customer" means the owner, operator, charterer or master of the vessel, or in the case of Third Party tug hire, the hirer.

CentrePort Limited (CPL) provides Marine Services pursuant to these conditions, the Maritime Transport Act 1994 and all rules, regulations and codes promulgated under it, Greater Wellington Regional Council Harbour ByLaws and not otherwise. These General Conditions shall be read in conjunction with CentrePort's Standard General Contractual Provisions for Land Based Port Services, clauses 2, 6, 7, 8 and 9 of which, are hereby incorporated.

- 1 Unless otherwise agreed, any request received by CPL to provide Marine Services shall constitute acceptance of these General Conditions. Where such a request is made by a Port Agent, such Agent warrants that it has the irrevocable authority of the vessel's owner/operator to commit the owner/operator to these Conditions.
 - 2 CPL provides Marine Services at the rates specified in CPL's Pricing Schedule or Tariff applying at the time of the provision of the service or according to any alternative contractual provisions which may have been agreed. Additional rates may be charged for a port call to cover additional labour costs involving provision of any service a Public Holiday as defined in the Holidays Act 2003 or for any other additional service provided.
 - 3
 - (a) On receipt of reasonable notice, CPL shall use its best endeavours to provide, on a date convenient to the customer's schedules, a berth suitable for the customer's vessel. CPL shall incur no liability for any loss of whatsoever nature in the event that CPL is unable to provide, for any reason, a berth or berthage requested by the customer.
 - (b) The master of every vessel shall moor or place such vessel where directed by CPL. Subject to any special requirements of the Harbourmaster, the position of the vessel shall not be changed, nor shall it be berthed at any wharf, or moved from any berth or wharf without the permission of CPL.
 - (c) CPL may at its sole discretion refuse a berth to a vessel for any reason, including and not limited to a failure by the vessel owner or operator to pay CPL any amounts due to CPL.
 - (d) CPL may at its sole discretion:
 - (i) direct any party to remove any vessel from any berth or the CPL port limits;
 - (ii) cause a vessel to be shifted at the owner or operator's cost to an alternative berth or mooring whether within port limits or elsewhere;
 - (iii) remove, cut up, or arrange for the disposal of any abandoned or derelict vessel, or any vessel in respect of which port fees have not been paid for a period in excess of three months.
- CPL shall incur no liability for any loss of whatsoever nature whilst discharging these functions, and the owner, charterer and operator severally indemnify CPL against all and any loss that may result from these actions. For the avoidance of doubt, the owner/charterer/operator of the vessel appoints and authorises CPL to take all steps, and sign all documents to give effect to the actions referred to in this clause.
- 4 Subject to any berth booking system or to specific preferential arrangements made with any customer, Marine Services and berths are allocated on a first come first served basis. In the event of a potential movement conflict CPL shall decide priorities. The normal priority for obtaining Marine Services shall be:
 - Vessels subject to emergencies, safety and tide restrictions and cruise vessels
 - Container vessels in contractual windows
 - Container vessels
 - All other conventional cargo and bulk cargo vessels
 - Fishing and non cargo vessels
 - All other vessels
 - 5 CPL accepts no liability for any loss, damage or expense of whatsoever nature and howsoever arising and whether direct or indirect, consequential or otherwise arising from lack of draught, adverse actual or forecast weather, adverse sea or tidal conditions, condition of berths and approaches to them, unavailability of pilot or tugs or the inadequacy of any mooring lines or bollards.
 - 6 The customer shall comply with the Maritime Transport Act 1994, the Maritime Security Act 2004, the Hazardous Substances and New Organisms Act 1996, the Health and Safety in Employment Act 1992 and all rules, regulations and codes promulgated thereunder whether the vessel be registered in New Zealand or elsewhere and shall indemnify CPL in respect of any loss or damage suffered by CPL as a consequence of non-compliance with any of those provisions.

- 7 The Master of any vessel will safely and properly navigate, manage and operate any vessel while using any facility owned or operated by CPL. Such navigation, management or operation shall include, without limitation, the management of draft, trim, stability and all berthing and unberthing operations. The customer shall indemnify CPL against all claims arising or loss suffered from such navigation, management and operation of the ship.
- 8 The Master of every vessel shall comply with any direction given by the Harbourmaster or Enforcement Officer given pursuant to provisions contained within the Maritime Transport Act Amendment 2013.
- 9 CPL has prepared an emergency plan known as the "CentrePort Emergency Plan", a copy of which may be obtained from CPL's head office. The CentrePort Emergency Plan together with any additions or alterations made thereto, shall be incorporated as part of these conditions.
- 10 CPL has prepared procedures for safe port operation as required by the Port & Harbour Safety Code. In providing services for safe port operations all operational decisions will be guided by the procedures described within the respective Operating Manuals.
- 11 In the event that this agreement is entered into on behalf of the customer by an agent of the customer including a shipping agent, then the agent warrants to CPL that it has the authority to enter into this agreement on behalf of the customer and shall indemnify CPL in respect of any loss or damage suffered by CPL as a consequence of the agent's lack of authority and in those circumstances shall be liable hereunder as if it were the principal contracting party.
- 12 CPL shall not be responsible for any complete or partial failure to perform or delay in performing or incorrect performance or damage arising out of or contributed to by reasons of storm, flood, tsunami (in each case whether actual or threatened) fire or explosion, strikes, riots, civil commotions, lock outs, stoppages, restraints of labour of whatsoever nature or kind (whether actual or threatened), any other industrial or environmental action, war, civil war, hostilities, acts of terrorists, breakdown of or accident or failure of any crane or plant or machinery or equipment or other facility, or any other action or act which is beyond the reasonable control of CPL.
- 13 Unless the Master holds a valid Pilot Exemption Certificate (PEC) issued pursuant to Maritime Rule Part 90, for Wellington Harbour, or other arrangements have been agreed by CPL and approved by the Harbourmaster, in his sole discretion, a vessel subject to pilotage shall not berth at or sail from a CPL owned or controlled facility without a licensed pilot on board.
- 14 The customer shall promptly report any incident of damage to CPL's plant or berths or other property to CPL's Marine Manager in writing. The customer will be strictly liable for any such damage which will be repaired at the customer's expense.
- 15 Garbage or waste will be disposed of in conformity with all regulations and where applicable through a contractor approved by regulatory authorities. The customer warrants that garbage for disposal by incineration or steam sterilisation excludes all classes of dangerous goods or gases, hazardous or noxious liquids, oils, bilge waste or scrap metals. Waste waters and noxious liquids shall not be discharged into harbour waters.
- 16 Towing
 - (a) Where CPL provides towing within port limits, such towing is provided on the terms and conditions set out in the United Kingdom Standard Conditions for Towing and other Services, (as revised 1986 and amended 2008).

The expression "whilst towing" as defined in the United Kingdom Standard Conditions shall also include any time where the tug is Alongside the Hirer's vessel, whether or not the tug is in a position to receive orders direct from the Hirer's vessel to commence pushing, holding, moving, escorting, or guiding the vessel or to pick up ropes or lines.
 - (b) CPL will provide tugs suitable for towing in normal harbour conditions only but where CPL provides out of port towing or special towing services, as defined by CPL, within port limits, such towing will be subject to a separate contract on the terms set out in either the Towcon 2008 or Towhire 2008 agreements at the option of CPL. Such contracts are to be signed by the parties before the tow begins.
 - (c) The specifications of CPL's tugs are available on request (or on CPL's website).
 - (d) Towing may involve one or more tugs at the sole discretion of CPL.
 - (e) CPL will make best endeavours to supply towing services in the hierarchy of response described in these General Conditions in Clause (4) above.
 - (f) CPL's Tugmasters will determine if they are able to assist the vessel requiring towing services at any time, their prime responsibility being the safety of the tug and the crew.
 - (g) CPL will not be responsible for any consequences arising out of the provision to towing services.
 - (h) The hourly rate of hire of a tug for third party hire is on basis of tug departing berth to arrival back at berth with a minimum of one hour.

- (i) If the tug is required to remain at the berth on immediate standby by the hirer the above rate will continue until the tug is stood down by the hirer.
 - (j) Hire charges will be amended annually on the review of CPL's tariff.
 - (k) Use, callouts or standbys on statutory holidays attract extra charges.
- 17 CPL may allocate a tug or number of tugs as it deems appropriate based on vessel type, berth, cargo and on considering environmental and any other factors which CPL may at its discretion deem relevant. CPL may direct each vessel to use the allocated tug or tugs and operate them in the manner considered most appropriate by CPL.
- 18 Subject to the prior agreement of CPL, the customer may supply lines services but the customer will use the number of lines handlers deemed necessary by CPL for the safety of any mooring or unmooring operation.
- 19 The customer undertakes to comply fully with the requirements of CPL as to the cleaning of wharves which may include the removal of cargo or debris from the harbour at the conclusion of any operation, such compliance to include the placing and removal of bins and skips.
- 20 Any customer loading logs is to have a procedure and arrangements in place to immediately notify port authorities and to immediately remove any logs at the stevedores or ship's expense before they become a navigational hazard.
- 21 Pilotage
- (a) Pilotage is compulsory within Wellington Port Limits for vessels exceeding a Gross Registered Tonnage (GRT) of 500, except where Masters hold a current Pilot Exemption Certificate (PEC), issued pursuant to Maritime Rule Part 90.
 - (b) CPL shall not be liable for neglect or want of skill of the pilot and the customer hereby indemnifies and holds harmless CPL and its related entities (if any) against any and all claims, suits, actions, loss and/or damage whatsoever (direct or consequential) and however caused that may arise as a direct or indirect result of the provision of a pilot and/or pilotage services by CPL to the Customer.
 - (c) Pilotage services shall include any service or advice provided by the pilot;
 - while on board the vessel to be piloted; or
 - from on board the pilot launch; or
 - from on board any other vessel involved in the pilotage; or
 - from the shore.
 - (d) A pilot may at his/her discretion decline to undertake any pilotage or terminate any pilotage once commenced on the grounds of:
 - adverse weather conditions; and/or
 - mechanical defects, including low or inadequate engine power; and/or
 - unreasonable trim or insufficient stability; and/or
 - non availability or incapacity of crew or
 - any other reason which in the opinion of the pilot, compromises, or may compromise, the safety of the persons or vessels involved directly or indirectly in the pilotage.
 - (e) Where the services of a pilot are requested, CPL shall direct the taking of such other services as CPL deems fit when in CPL's view the taking of such other services is necessary in the interests of the safe operation of the port or for any other reason. Such services shall include, but shall not be limited to, tugs and mooring services.
 - (f) Where a pilot is detained on board by not being able to disembark safely for any reason and is overcarried to another port, the Port Agent or ship is responsible for making all return travel and accommodation arrangements or for reimbursing all costs reasonably incurred by CentrePort in returning the Pilot to his home port, this is to include any costs in having that Pilot relieved while so detained.
- Security
- As referred to in Clause (6), CPL has developed a Security Plan to provide compliance with Regulations to provide for security measures to address increasing threat conditions with the port. The Plan identifies and puts in place the measures necessary to ensure safety and security associated with the actual use of CPL's facilities. All vessels, as a condition of entry to the port's facilities are required to accept the security requirements detailed in this plan.
- Dated: 18 August 2014
- CentrePort Limited
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Wellington
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