# SCHEDULE OF RATES 2023 FOR AUSTRALIA



FOR YOUR CONVENIENCE THIS IS AN INTERACTIVE PDF. THIS ENABLES YOU TO CLICK ON BELOW PORTS TO BE DIRECTED TO THE PREFERRED TARIFF SHEET.

### **EAST COAST PORTS**

ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES

BRISBANE

**CAIRNS** 

EDEN

GEELONG

LUCINDA

**MELBOURNE** 

MOURILYAN

NEWCASTLE

PORT BONYTHON

PORT KEMBLA

PORT OF HASTINGS - WESTERNPORT

**PORT PIRIE** 

SYDNEY - GORE COVE

SYDNEY - PORT BOTANY

SYDNEY - PORT JACKSON (EXCL GORE COVE)

WALLAROO

### WEST COAST PORTS

ALBANY

**BUNBURY** 

FREMANTLE &

KWINANA

**GERALDTON** 

### **SUPPORTING DOCUMENTS**

UKSTC

BUNKER ADJUSTMENT FACTOR

FLEET LEGEND

### **MEMBERSHIP HAS ITS BENEFITS**



Reach out to us today to discuss your needs and explore the benefits that a direct towage agreement has to offer.

We're always willing to better understand our customers and reward your loyalty and support.

Please contact Svitzer Commercial at <u>commercial.aus@svitzer.com</u> to discuss your requirements.

# **SVITZER AUSTRALIA**

## SVITZER

**Phone Number** 

## **CONTACTS – PORT MANAGEMENT**

Title

**Ports** 

1 0110	1100	Hallio	Eman	i ilollo italliboi
All East Coast	General Manager	Dylan Sheehan	Dylan.Sheehan@svitzer.com	+61 410 221 069
All West Coast	General Manager	Jodie Ransom	Jodie.Ransom@svitzer.com	+61 427 925 525
Ports	Title	Name	Email	Phone Number
Adelaide – Adelaide Region	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Albany	Port Manager	Georgia Terlick	Georgia.Terlick@svitzer.com	+61 428 406 380
Ardrossan – Adelaide Region	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Brisbane	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Bunbury	Port Manager	Georgia Terlick	Georgia.Terlick@svitzer.com	+61 428 406 380
Cairns	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Eden	Port Manager	Lauren Munro	Lauren.Munro@svitzer.com	+61 417 333 422
Fremantle	Port Manager	Duncan Walker	Duncan.Walker@svitzer.com	+61 421 054 229
Geelong	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Geraldton	Port Manager	Duncan Walker	Duncan.Walker@svitzer.com	+61 421 054 229
Kwinana	Port Manager	Duncan Walker	Duncan.Walker@svitzer.com	+61 421 054 229
Lucinda	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Melbourne	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Mourilyan	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Newcastle	Port Manager	Geophrey Gavin	Geophrey.Gavin@svitzer.com	+61 412 240 212
Port Bonython	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Giles - Adelaide Region	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Kembla	Port Manager	Lauren Munro	Lauren.Munro@svitzer.com	+61 417 333 422
Port of Hastings - Westernport	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Pirie	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Sydney (Gore Cove)	Port Manager	Renee Connolly	Renee.Connolly@svitzer.com	+61 421 083 113
Sydney (Port Botany)	Port Manager	Renee Connolly	Renee.Connolly@svitzer.com	+61 421 083 113
Sydney (Port Jackson)	Port Manager	Renee Connolly	Renee.Connolly@svitzer.com	+61 421 083 113
Wallaroo	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
	•			

**Email** 

Name

# **SVITZER AUSTRALIA**

## CONTACTS - COMMERCIAL & OPERATIONS

## **SVITZER**

### Commercial

Ports	Title	Name	Email	<b>Phone Number</b>
Australia	Chief Commercial Officer	Ivan Spanjic	Ivan.Spanjic@svitzer.com	+61 484 330 775
Australia	Deputy Chief Commercial Officer	Shafaq Rahman	Shafaq.Rahman@svitzer.com	+61 409 775 126
Australia	Head of Commercial	Josina Meier	Josina.Meier@svitzer.com	+61 457 500 814
Australia	Senior Commercial Analyst	Sina Sobhanei	Sina.Sobhanei@svitzer.com	+61 477 965 183
Australia	Port and Commercial Manager	Georgia Terlick	Georgia.Terlick@svitzer.com	+61 428 406 380
Australia	Commercial Officer	Jasmine Alexander	Jasmine.Alexander@sivtzer.com	

### **Operations**

Title	Name	Email	Phone Number
Port Manager	Geophrey Gavin	Geophrey.Gavin@svitzer.com	+61 412 240 212
Operations Centre Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
Operations Superintendent	Kye Romeo	Kye.Romeo@svitzer.com	+61 401 403 098
Operations Officer	Controllers Victoria	vic.controllers@svitzer.com	1800 133 022
Operations Officer	Controllers Queensland	sthqld.controllers@svitzer.com	1800 453 938
Operations Officer	Controllers New South Wales	nsw.controllers@svitzer.com	1800 804 186
Operations Officer	Controllers Western Australia	wa.controllers@svitzer.com	1800 424 617
Operations Officer	Controllers South Australia	wa.controllers@svitzer.com	1800 424 617
	Port Manager Operations Centre Manager Operations Superintendent Operations Officer Operations Officer Operations Officer Operations Officer	Port Manager Operations Centre Manager Operations Superintendent Operations Officer Controllers New South Wales Operations Officer Controllers Western Australia	Port Manager Geophrey Gavin Geophrey.Gavin@svitzer.com Operations Centre Manager Nicole Stanton Nicole.Stanton@svitzer.com Operations Superintendent Kye Romeo Kye.Romeo@svitzer.com Operations Officer Controllers Victoria vic.controllers@svitzer.com Operations Officer Controllers Queensland sthqld.controllers@svitzer.com Operations Officer Controllers New South Wales nsw.controllers@svitzer.com Operations Officer Controllers Western Australia wa.controllers@svitzer.com

# ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES



**TOWAGE TARIFF** 

### RATES PER TUG IN AUD excl GST

DURATION IN HOURS

											IN HOURS
VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50.000	50,001 60,000	60,001 70,000	70.001 80,000	80,001 90,000	>90,000	
ADELAIDE – BERTHING / SAILING / SHIFTING WITHIN INNER HARBOUR	5,261	6,169	7,283	8,426	9,049	9,239	9,314	9,361	9,419	9,507	2
ADELAIDE – SHIFTING BETWEEN INNER HARBOUR AND OUTER HARBOUR				75% OF TH	E TARIFF RATE FO	R ALL VESSEL SI	ZES				2
ARDROSSAN & PORT GILES – BERTHING / SAILING / SHIFTING – TUG MOBILISED FROM PORT ADELAIDE1	32,097	33,005	34,119	35,262	35,885	36,075	36,150	36,197	36,255	36,343	2

<sup>&</sup>lt;sup>1</sup>Ardrossan and Port Giles tariff rates are inclusive of **mobilisation surcharge** of AUD 26,836

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
TUG ASSIST SERVICE CHARGE – AS STIPULATED BY FLINDERS PORTS' PORT RULES ON EACH OCCASION	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) 1	35% PASSIVE (at wharf) / 50% Active (ex-wharf)
DEAD SHIP MOVEMENT	50%
LATE ORDER / CANCELLATION / AMENDMENT TO PORT ADELAIDE - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
LATE ORDER / CANCELLATION / AMENDMENT TO PORT ADELAIDE - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%
LATE ORDER / CANCELLATION / AMENDMENT TO ARDROSSAN OR PORT GILES - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT	25%
LATE ORDER / CANCELLATION / AMENDMENT TO ARDROSSAN OR PORT GILES - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	50%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

#### **ADELAIDE REGION FLEET AS OF 1 APRIL 2023**

		ТВР	TYPE	FIFI
		ADELAIDE		
Svitzer Heron		65	Z	F1
SL Endeavour	1	70	Z	FA
Barunga		70	Z	FA
Sheringa	77.00	50	Z	

PORT GILES & ARDROSSAN SERVICED BY TUGS FROM ADELAIDE

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

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OPERATIONS (24 HOURS)
PHONE: 1800 672 281
GENERAL ENQUIRIES
PHONE: 1800 672 281

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA REGIONAL MANAGER DETAILS : SIMON RIDDLE

PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

RATES PER 1 APRIL 2023



# TERMS AND CONDITIONS ADELAIDE REGION, AUSTRALIA

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Adelaide, Port Giles, Ardrossan, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot. All rates in the schedule apply at any time on any day.
- 5. Additional Time is charged if the service takes longer than the maximum time duration.
- 6. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.

- 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 10. For any other special services rates and terms are available on request.
- 11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 14. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to the matrix within this document.

- 15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 17. 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:

https://www.svitzer.com/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.

SVITZER

- 18. 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.
- 19. 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.
- 20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# **ALBANY**

## **SVITZER**

### **TOWAGE TARIFF**

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

	VESSEL GROSS TONNAGE (GT)	<5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	>50,001	
BERTHING / SAILING		2,787	4,316	6,771	7,991	8,198	8,805	9,138	9,484	9,844	10,217	10,604	2
SHIFTING AT / BETWEEN BERTHS – with ship's main engine					50% OF TH	HE TARIFF I	RATE FOR A	ALL VESSE	L SIZES				2
SHIFTING AT / BETWEEN BERTHS – without ship's main engine	75% OF THE TARIFF RATE FOR ALL VESSEL SIZES							2					
BERTH TO ANCHOR / ANCHOR TO BERTH	100% OF THE TARIFF RATE FOR ALL VESSEL SIZES						2						

OF THE TARIFF RATE

**HOURLY RATE** 

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

ADDITIONAL TIME – CHARGE IN 15 MINUTE INCREMENTS 25%

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

PILOT TRANSFERS (IF PART OF TUG JOB)	350
NON-EMERGENCY TUG HIRE RATES - EXCLUDING NORMAL HARBOUR SERVICES - MINIMUM CHARGE OF FOUR (4) HOURS	3,161
SUNDRY SERVICES INCLDUING FIREFIGHTING, USE OF PUMPS, ASSISTANCE IN OIL POLLUTION RESPONSE	POA
	FOR ALL VESSEL SIZES
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	5,137

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSTC

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 FEBRUARY 2023

**PORT MANAGER DETAILS:**GEORGIA TERLICK

PHONE: +61 428 406 380

EMAIL: GEORGIA.TERLICK@SVITZER.COM

#### **ALBANY FLEET AS OF 1 APRIL 2023**

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Koona

**TYPE** 



# TERMS AND CONDITIONS ALBANY, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Albany, effective from 1 FEBRUARY 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Booking is to be arranged with SVITZER Australia's Albany agent by 1700 hours on the working day prior to the vessel movement. A minimum of twenty-four (24) hours prior Notice is required.
- 7. 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.
- 8. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 9. For any other special services rates and terms are available on request.
- 10. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 11. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 12. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 13. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer.

- The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 13 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 14. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 15. 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:

### https://www.svitzer.com/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.

16. 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.

- 17. 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.
- 18. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# **BUNBURY**



## **TOWAGE TARIFF**

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

	VESSEL GROSS TONNAGE (GT)	<3,000	3,001 5,000	5,001 7,000	7,001 9,000	9,001 11,000	11,001 13,000	13,001 15,000	15,001 17,000	17,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35.001 40,000	
BERTHING / SAILING		1,324	1,435	1,809	2,161	2,470	2,845	3,197	3,661	4,014	4,212	4,520	4,807	5,225	2
	VESSEL GROSS TONNAGE (GT)	40.001 45,000	45.001 50,000	50,001 55,000	55,001 60,000	60,001 65,000	65,001 70,000	70,001 75,000	75,001 80,000	80,001 85,000	85,001 90,000	90,001 95,000	95,001 100,000	>100,001	
BERTHING / SAILING		5,579	5,997	6,086	6,218	6,351	6,482	6,614	6,703	6,747	6,791	6,834	6,879	6,925	2
SHIFTING AT / BETWEEN BERTHS – with ship's main engine	ERTHS – with ship's main engine 50% OF THE TARIFF RATE FOR ALL VESSEL SIZES						2								
SHIFTING BETWEEN ANCHOR & BERTHS – with ship's main engine	THS – with ship's main engine 100% OF THE TARIFF RATE FOR ALL VESSEL SIZES				2										

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	HOURLY RATE
SUNDRY SERVICE CHARGES PER TUG – MINIMUM CHARGE OF FOUR (4) HOURS <sup>2</sup>	1,841
PILOT TRANSFERS (IF PART OF TUG JOB SERVICES)	369
FIRE AND EMERGENCY RESPONSE ASSISTANCE	POA

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOB COMMENCEMENT	100%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
DEAD SHIP MOVEMENT	200%
ADDITIONAL TIME - CHARGED IN 15 MINUTE INCREMENTS	25%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

**PORT MANAGER DETAILS:**GEORGIA TERLICK

PHONE: +61 428 406 380

EMAIL: GEORGIA.TERLICK@SVITZER.COM

### **BUNBURY FLEET** AS OF 1 APRIL 2023

	,1_	TBP	TYPE	FIFI
KOOMBANA		81	Z	F1
MARLSTON		81	Z	F1



# TERMS AND CONDITIONS BUNBURY, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Bunbury, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 7. 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.
- 8. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 9. For any other special services rates and terms are available on request.
- 10. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 11. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 12. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 13. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer.

The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 13 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

- 14. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 15. 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:

https://www.svitzer.com/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.

16. 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.

- 17. 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.
- 18. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# FREMANTLE & KWINANA



## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT) <sup>2</sup>	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100.000	100,001 110,000	>110,001	
BERTHING / SHIFTING / SAILING	1,282	2,486	3,234	3,575	4,527	4,916	5,303	5,717	6,046	6,952	7,996	9,196	10,573	12,159	13,983	2

HOUDI V DATE

OF THE TABLET DATE

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	HOURLY RATE
SUNDRY SERVICE CHARGES – MINIMUM CHARGE OF FOUR (4) HOURS <sup>1</sup>	2,309
THIRD AND FOURTH TUG HIRE – MINIMUM CHARGE OF FOUR (4) HOURS	2,309
<sup>1</sup> Rates for services not addressed in this schedule are available upon request.	
<sup>2</sup> If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT	

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>1</sup>	50%
ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
ADDITIONAL DECKHAND – FOR EVERY TWELVE (12) HOURS	960
<sup>1</sup> Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.	

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

PORT MANAGER DETAILS:

DUNCAN WALKER PHONE: +61 421 054 229

 ${\sf EMAIL:} \, \underline{\sf DUNCAN.WALKER@SVITZER.COM}$ 

#### FREMANTLE & KWINANA FLEET AS OF 1 APRIL 2023

	1.	TBP	TYPE	FIFI
Svitzer Eagle	- <del></del>	65	Z	F1
Svitzer Falcon		65	Z	F1
Svitzer Harrier	-	70	Z	F1
Svitzer Albatross		72	Z	F1
Svitzer Redhead	and and	80	Z	F1



# FREMANTLE & KWINANA



### LINES TARIFF

### SMALL TUGS & ANCILLARY SERVICES IN AUD excl GST

	FIXED RATE	DURATION (IN HOURS)
SMALL TUG / C-CLASS TUG – BERTHING / SAILING / SHIFTING <sup>2</sup>	2,548	3
LINE HANDLING – COCKBURN SOUND & KWINANA	1,220	3
DRAFT SURVEY – WORK BOATS – SERVICES RENDERED IN CONJUNCTION WITH LINES HANDLING <sup>3</sup>	1,220	3
FAST CREW, PILOT & SURVEYOR LAUNCH	1,663	3
OTHER WORK – WORK BOATS	2,061	3
ADDITIONAL DECKHAND – MINIMUM FOUR (4) HOURS	99	1

<sup>&</sup>lt;sup>1</sup>For services requiring additional time in excess of the *Maximum Time Duration*, rates will be charged pro-rata per hour

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	FIXED RATE	Stirling Skate
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%	Biggada

TBP TYPE

FREMANTLE & KWINANA FLEET AS OF 1 APRIL 2023

ng Skate 14 C Class

MAX. TIME<sup>1</sup>

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

PORT MANAGER DETAILS : DUNCAN WALKER

PHONE: +61 421 054 229

EMAIL: <u>DUNCAN.WALKER@SVITZER.COM</u>

<sup>&</sup>lt;sup>2</sup>Rates available upon request for Special Services and/or Sundry Services. Please enquire with Port Manager as listed below for additional information

<sup>&</sup>lt;sup>3</sup>Rates available upon request for Draft Surveys not provided in conjunction with Lines Handling

# TERMS AND CONDITIONS FREMANTLE & KWINANA, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Fremantle & Kwinana, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits. Sundry services rates will apply for this movement.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible?
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall besubject 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.
- 19. 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
- 20 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





### RATES PER TUG IN AUD excl GST

	RATE PER GROSS TONNE (GT) OF THE VESSEL
ASSIST FROM SEA TO BERTH OR BERTH TO SEA	0.198
ATTEND FROM SEA TO BERTH OR BERTH TO SEA – where a tug is called to attend but not assist (i.e. no tow line required or deemed necessary)	0.195
BETWEEN BERTH SHIFT – ASSIST – where the vessel is shifted from one berth to another within the harbour. all cruise ship movements would also be subject to this rate	0.106
BETWEEN BERTH SHIFT – ATTEND – where a vessel is called to attend a shift of a vessel between one berth to another within the harbour but no tow line is required or deemed necessary	0.104
	RATE PER HOUR
SUNDRY AND EMERGENCY SERVICES – rate per hour or part thereof for services not covered in the schedule. emergency response assistance such as firefighting, environmental response, dead ship etc.	721

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

ALL VESSEL SIZES

ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT<sup>1</sup>

1,391

Determination of whether the order / cancellation / amendment fee will apply will be made by the harbour master after consultation with Svitzer Australia Pty Ltd.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA PORT MANAGER DETAILS:

DUNCAN WALKER PHONE: +61 421 054 229

EMAIL: <u>DUNCAN.WALKER@SVITZER.COM</u>

#### **GERALDTON FLEET** AS OF 1 APRIL 2023

	9	TBP	TYPE	FIFI	OTHER
Svitzer Wilu	-	71	ZT	F1	
Svitzer North	-	71	Z		Е
Svitzer Abrolhos		71	ZT	F1	

# TERMS AND CONDITIONS GERALDTON, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Geraldton, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 7. 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.
- 8. Determination of whether a surcharge applied will be made by the Harbour Master after consultation with Svitzer Australia Pty Ltd.

- 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 10. For any other special services rates and terms are available on request.
- 11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 14. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council.

To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 14 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

- 15. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 16. 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:

https://www.svitzer.com/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.

- 17. 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
- 18.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.
- 19. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# **PORT BONYTHON**

## **TOWAGE TARIFF**



### RATES PER TUG IN AUD excl GST

MAX. TIME	
URATION	
AHUIBS	

								IN HOURS
VESSEL GROSS TONNAGE (GT)	<20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	>70,001	
BERTHING / SAILING / SHIFTING	14,744	18,053	19,464	21,111	22,591	22,878	26,307	2.5

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME - CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	POA
PUSH-UP MOVEMENT (MINIMUM CHARGE OF TWO AND A HALF (2.5) HOURS)	100%
ORDER / CANCELLATION / AMENDMENT- RECEIVED AFTER 16h00 THE DAY PRIOR TO JOB COMMENCEMENT BUT MORE THAN THREE (3) HOURS BEFORE JOB COMMENCEMENT <sup>1</sup>	DISCRETION APPLIED UPON APPLICATION
ORDER / CANCELLATION / AMENDMENT – WITHIN THREE (3) HOURS OF JOB COMMENCEMENT <sup>1</sup>	DISCRETION APPLIED UPON APPLICATION
STANDBY (MAXIMUM THREE (3) CALENDAR DAYS) <sup>2</sup>	AUD 12,945 excl GST

<sup>&</sup>lt;sup>1</sup>Charges may apply (up to a maximum of 100% of the tariff rate in cases where the tug and crew have mobilized from the berth in Port Pirie). Discretion as to application rests with Svitzer considering the reasons behind the delay / cancellation.

STANDBY (AFTER THREE (3) CALENDAR DAYS) – CHARGED PER CALENDAR DAY<sup>3</sup>

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

**WA CUSTOMER SERVICE CENTRE ADDRESS:** SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA

SIMON RIDDLE PHONE: +61 450 794 714

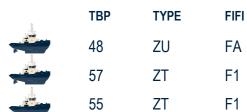
EMAIL: SIMON.RIDDLE@SVITZER.COM

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

#### **PORT PIRIE FLEET AS OF 1 APRIL 2023**

Wonga Ginga Larrakia

AUD 4.315 excl GST





RETURN TO COVER

**OPERATIONS (24 HOURS)** 

PHONE: 1800 672 281

**GENERAL ENQUIRIES** 

PHONE: 1800 672 281

TERMS AND CONDITIONS

**REGIONAL MANAGER DETAILS:** 

EMAIL: WA.CONTROLLERS@SVITZER.COM RATES PER 1 APRIL 2023

<sup>&</sup>lt;sup>2</sup>The charges for standby per vessel call cover a maximum of three (3) calendar days. After that an additional day rate per calendar day applies.

<sup>&</sup>lt;sup>3</sup>Additional day rate is applicable for each started calendar day and does not apply pro-rata.

# TERMS AND CONDITIONS PORT BONYTHON

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Bonython, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

https://www.svitzer.com/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.

- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# **PORT PIRIE TOWAGE TARIFF**



### RATES PER TUG IN AUD excl GST

MAX. TIME **DURATION** 

							IN HOURS
VESSEL GROSS TONNAGE (GT	<8,000	8,001 12,000	12,001 16,000	16,001 20,000	20,001 25,000	>25,000	
BERTHING / SAILING / SHIFTING	6,519	7,706	9,279	10,003	10,080	11,589	2

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	35% PASSIVE (at wharf) / 50% Active (ex-wharf)
ORDER / CANCELLATION / AMENDMENT – RECEIVED AFTER 16h00 THE DAY PRIOR TO JOB COMMENCEMENT BUT MORE THAN TWO (2) HOURS BEFORE JOB COMMENCEMENT <sup>1</sup>	50%
ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
<sup>1</sup> Surcharge will not apply if job is amended prior to 16h00 the day prior; including revision of number of tugs or change to timing of job.	

<sup>2</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

#### **PORT PIRIE FLEET AS OF 1 APRIL 2023**

	6
Wonga	4
Ginga	
Larrakia	-

TYPE FIFI ZU FΑ ZΤ F1 ZT F1

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

**OPERATIONS (24 HOURS) WA CUSTOMER SERVICE CENTRE ADDRESS:** SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA

**REGIONAL MANAGER DETAILS:** SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

PHONE: 1800 672 281 **GENERAL ENQUIRIES** PHONE: 1800 672 281

EMAIL: WA.CONTROLLERS@SVITZER.COM

# TERMS AND CONDITIONS PORT PIRIE, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Pirie, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT)	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	>50,001	
BERTHING / SAILING / SHIFTING – TUGS MOBILISED FROM PORT PIRIE	39,941	41,089	43,038	44,753	46,715	48,842	2

OF THE TABLES DATE

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TAKIFF KATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% Active (ex-wharf)
ORDER / CANCELLATION / AMENDMENT - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT	25%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT	100%
	OF THE MOBILISATION RATE
CANCELLATION CHARGE ON MOBILISATION RATE - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT	25%
CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT	100%
<sup>1</sup> An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to e	equally split standby charges between vessels in the Port

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS)
PHONE: 1800 672 281
GENERAL ENQUIRIES
PHONE: 1800 672 281

EMAIL: WA.CONTROLLERS@SVITZER.COM

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WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA **REGIONAL MANAGER DETAILS:**SIMON RIDDLE

PHONE: +61 450 794 714
EMAIL: SIMON.RIDDLE@SVITZER.COM

Wonga Finga

Larrakia

 TBP
 TYPE
 FIFI

 48
 ZU
 FA

 57
 ZT
 F1

 55
 ZT
 F1

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

**PORT PIRIE FLEET AS OF 1 APRIL 2023** 



<sup>&</sup>lt;sup>1</sup>Rates above will only apply if a Svitzer tug is required at Wallaroo which are inclusive of mobilisation surcharge of AUD 22,907

# TERMS AND CONDITIONS WALLAROO, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Wallaroo, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## **BRISBANE TOWAGE TARIFF**

## **SVITZER**

### RATES PER TUG IN AUD excl GST

MAX. TIME **DURATION IN HOURS** 

VESSEL GROSS TONNAGE (GT) <sup>2</sup>	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50.000	50,001 60,000	60,001 70,000	70.001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,001	
BERTHING / SAILING / SHIFTING	4,193	5,537	6,768	7,400	7,968	8,223	8,493	8,883	8,994	9,090	10,453	12,020	2
BERTHING / SAILING – JOB UPSTREAM, WEST OF GATEWAY BRIDGE	7,392	8,738	9,967	10,599	11,169	11,424	11,694	12,084	12,194	12,291	13,654	15,221	3

OF THE TARIFF RATE

**ADDITIONAL RATES** 

THIRD, FOURTH OR FIFTH RATE PER TUG	150%
TOWAGE ASSISTANCE BEYOND M7 BUOY (West of Cowan Point) TO PORT LIMITS AND STS WORK <sup>1</sup>	100%

<sup>1</sup>This rate is charged for any towage assistance which does not fall under the category of standard towage; and/or at the request of the Harbour Master; where the tug(s) meet at and/or sail beyond the M7 buoy to Port Limits; and is charged from the time the tug leaves the tug berth to the time the tug returns to the tug berth.

### SURCHARGES (IN ADDITION TO THE TABLEE BATE)

SURCHARGES (IN ADDITION TO THE TARIFF RATE)	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) – PRO RATA AFTER TWO (2) HOURS <sup>3</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)4	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>5</sup>	50%
ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB	100%
COMMENCEMENT	

<sup>&</sup>lt;sup>3</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in

#### TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

#### RETURN TO COVER

EMAIL: STHQLD.CONTROLLERS@SVITZER.COM

TERMS AND CONDITIONS

UKSTC

**OPERATIONS (24 HOURS)** EAST COAST CUSTOMER SERVICE CENTRE PHONE: 1800 453 938 **ADDRESS:** SVITZER AUSTRALIA PTY LTD **GENERAL ENQUIRIES** PHONE: 1800 453 938

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

**REGIONAL MANAGER DETAILS:** 

**CRAIG WORLING** PHONE: +61 427 714 626

EMAIL: CRAIG.WORLING@SVITZER.COM

#### **BRISBANE FLEET AS OF 1 APRIL 2023**

	TBP	TYPE	FIFI
	69	Z	FA
	69	Z	FA
	59	Z	
	62	Z	
1000	69	Z	FA
		69 69 59 62	69 Z 69 Z 59 Z 62 Z



RATES PER 1 APRIL 2023

<sup>&</sup>lt;sup>2</sup>If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT

<sup>&</sup>lt;sup>4</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits; the tug(s) sailing further East of Entrance Beacons 1 (W) & 2 (E); or any other category, and is charged at the tariff rate from the time the tug leaves the tug berth to the time the tug returns to the tug berth.

<sup>&</sup>lt;sup>5</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

# TERMS AND CONDITIONS BRISBANE, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Brisbane, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# **CAIRNS**TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

	VESSEL GROSS TONNAGE (GT) 1 < 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 40,000	> 40,000	
BERTHING / SAILING	4,737	6,803	8,340	10,289	12,388	12,571	12,767	12,961	2
SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug			50% OF T	HE TARIFF RAT	E FOR ALL VES	SEL SIZES			2
SHIFTING BETWEEN DIFFERENT BERTHS – % of berthing/sailing per tug			100% OF	THE TARIFF RA	TE FOR ALL VE	SSEL SIZES			2

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF JOBCOMMENCEMENT	100%
ORDER – WITHIN TWENTY-FOUR (24) HOURS AND GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT	50%
ORDER – WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
<sup>1</sup> If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT	

### FAR NORTH QUEENSLAND FLEET AS OF 1 JULY 2022

TWO TUGS STATIONED	D IN CAIRNS
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		TBP	TYPE	FIFI
Tarcoola	The state of the s	48	ZT	FA
Wajarri	7	47	ZT	FA
1	WO TUGS STATI	ONED IN M	OURILYAN	
	6	TBP	TYPE	FIFI
Gabo	-	41	ZU	FA
Woona	and a	49	<i>7</i> U	- FA

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 1 JULY 2022

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

PHONE: 1800 804 186
EMAIL: STHQLD.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

REGIONAL MANAGER DETAILS:

CRAIG WORLING PHONE: +61 427 714 626

EMAIL: CRAIG.WORLING@SVITZER.COM



# TERMS AND CONDITIONS CAIRNS, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Cairns, effective from 1 July 2022.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





MAX. TIME DURATION IN HOURS

### RATES PER TUG IN AUD excl GST

	ALL VESSEL SIZES	
BERTHING / SHIFTING / SAILING	19,712	2

### ADDITIONAL RATES PER TUG

FROM THIRD TUG	POA
----------------	-----

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ACTIVE STANDBY, PUSH-UP <sup>1</sup> – CHARGED PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)	50%
PASSIVE STANDBY – CHARGED PER HOUR	25%
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM

#### **EDEN FLEET AS OF 1 APRIL 2023**

TBP TYPE FIFE
48 ZU
49 ZU FA

Walan

Cooma



<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>&</sup>lt;sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

# **EDEN**LINES TARIFF



## RATES FOR LAUNCH, MOORING & UNMOORING IN AUD excl GST

TARIFF RATE MAX. TIME DURATION IN HOURS

ALLIED NATURAL WOOD EXPORTS (ANWE) WOODCHIP BERTH		
LAUNCH & MOORING	6,273	4
LAUNCH & UNMOORING	6,273	4
MULTI-PURPOSE & NAVY WHARF (LOG/GENERAL CARGO BERTH) AND BREAK WATER WHARF		
LAUNCH & MOORING	3,727	4
LAUNCH & UNMOORING	3,727	4
EDEN CRUISE WHARF		
LAUNCH & MOORING	4,908	4
LAUNCH & UNMOORING	4,318	4
* Mooring and Unmooring services are inclusive of all launch, Master/s, Deckhand/s and lines crew		
LAUNCH SERVICES (INCLUDING DRIVER & DECKHAND)	1,366	4
ADDITTIONAL LINES CREW MEMBER/DECKHAND/HARBOUR WORK	591	4
Additional time charged per hour pro rata for all services		
Mooring/Unmooring, Launch and lines crew requirements are subject to change based on harbour master's directions.		

OTHER SERVICES	TARIFF RATE	MAX. TIME DURATION IN HOURS			
FORKLIFT HIRE (INCLUDING DRIVER) – CHARGED PER HOUR	254	1			
BARGE HIRE – FLAT TOP BARGE (EMU)	1,170	24			
HIRE OF GANGWAY	254	24			
WEEKLY BARGE HIRE RATES NEGOTIABLE	POA				
INDOOR/OUTDOOR STORAGE	POA				
OFFICE SPACE HIRE	POA				
PORT AGENCY SERVICES	POA				

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST(

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: <u>LAUREN.MUNRO@SVITZER.COM</u>

# TERMS AND CONDITIONS EDEN, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Eden, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

										INTIOUNS
VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	> 80,000	
BERTHING / SHIFTING / SAILING	6,705	7,266	7,647	7,945	8,137	8,628	9,046	9,471	10,006	2

OF THE TARIFF RATE

### **SURCHARGES**

	OF THE TANIT NATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)1	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

#### **GEELONG FLEET AS OF 1 APRIL 2023**

	4	TBP	TYP
Burra		63	Z
Tingari		60	Z

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSIC

OPERATIONS (24 HOURS)
PHONE: 1800 133 022
GENERAL ENQUIRIES
PHONE: 1800 133 022

EMAIL: VIC.CONTROLLERS@SVITZER.COM

**EAST COAST CUSTOMER SERVICE CENTRE ADDRESS**: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

REGIONAL MANAGER DETAILS:

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM



RATES PER 1 APRIL 2023

<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>&</sup>lt;sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

# TERMS AND CONDITIONS GEELONG, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Geelong, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twelve (12) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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: <a href="https://www.svitzer.com/standard-conditions">https://www.svitzer.com/standard-conditions</a>

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.





### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT)	<10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	>50,001	
BERTHING / SAILING	26,980	31,390	38,785	45,173	45,626	47,911	2
SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug			50% OF THE TARIFF RAT	E FOR ALL VESSEL SIZE	S		2

### MOBILISATION RATES PER TUG

	FOR ALL VESSEL SIZES
TUG MOBILISED FROM CAIRNS TO LUCINDA – IF TUG NOT AVAILABLE FROM MOURILYAN DUE TO SHIPPING ACTIVITIES	10,571

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

· ·	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
CANCELLATION / AMENDMENT WITHIN EIGHTEEN (18) HOURS OF JOB COMMENCEMENT	50%
CANCELLATION / AMENDMENT WITHIN EIGHT (8) HOURS OF JOB COMMENCEMENT	100%
LATE ORDER – WITHIN TWENTY-FOUR (24) HOURS	50%

	FOR ALL VESS EL SIZES
STANDBY PER TUG PER 8 HOUR BLOCK APPLIES AFTER FIRST 24 HOURS (PER TUG)	4,267

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 1 JULY 2022

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: STHQLD.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

REGIONAL MANAGER DETAILS:

CRAIG WORLING PHONE: +61 427 714 626

EMAIL: CRAIG.WORLING@SVITZER.COM

### FAR NORTH QUEENSLAND FLEET AS OF 1 JULY 2022

#### TWO TUGS STATIONED IN CAIRNS

	*	TBP	TYPE	FIFI
Tarcoola		48	ZT	FA
Wajarri		47	ZT	FA

#### TWO TUGS STATIONED IN MOURILYAN

	8	TBP	TYPE	FIF
Gabo		41	ZU	FA
Woona	- Company	49	ZU	FA



# TERMS AND CONDITIONS LUCINDA, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Lucinda, effective from 1 July 2022.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

https://www.svitzer.com/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.

- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## **MELBOURNE TOWAGE TARIFF**



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION

														III III O O II
	VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	> 110,000	
BERTHING / SHIFTING / SAILING		5,936	6,999	7,808	7,985	8,266	8,321	8,361	8,414	8,835	9,295	10,689	12,291	2

OF THE TABLEE DATE

### ADDITIONAL RATES PER TUG

	OF THE TAKIFF KATE
THIRD & FOURTH TUG	150%

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

RATES PER 1 APRIL 2023

**OPERATIONS (24 HOURS)** PHONE: 1800 133 022 **GENERAL ENQUIRIES** PHONE: 1800 133 022

EMAIL: VIC.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

### **REGIONAL MANAGER DETAILS:**

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

#### **MELBOURNE FLEET AS OF 1 APRIL 2023**

	<b>9</b> .	TBP	TYPE	FIFI
Svitzer Marysville	-	68	Z	FA
Svitzer Otway	-	70	ZT	F1
Svitzer Eureka	-	71	ZT	F1
SL Daintree		68	Z	FA



<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>&</sup>lt;sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

# TERMS AND CONDITIONS MELBOURNE, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Melbourne, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# MOURILYAN TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 50,000	>50,001	
BERTHING / SAILING	23,483	26,729	30,267	32,305	33,582	36,994	37,359	37,736	38,118	40,022	2
SHIFTING AT SAME BERTH – % of berthing/sailing per tug	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	2

### MOBILISATION RATE PER TUG

TUG MOBILISED FROM CAIRNS TO MOURILYAN – IF TUG NOT AVAILABLE IN MOURILYAN DUE TO SHIPPING ACTIVITIES

FOR ALL VESSEL SIZES

9,397

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	• · · · · · · · · · · · · · · · · · · ·
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
LATE ORDER – WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	100%

	FOR ALL VESSEL SIZES
CANCELLATION / AMENDMENT - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	5,426

FAR NORTH QUEENSLAND FLEET AS OF 1 JULY 2022

#### TWO TUGS STATIONED IN CAIRNS

	ft	TBP	TYPE	FIFI
Tarcoola	-	48	ZT	FA
Wajarri		47	ZT	FA

#### TWO TUGS STATIONED IN MOURILYAN

	8	TBP	TYPE	FIFI
Gabo	712	41	ZU	FA
Woona		49	ZU	FA

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 1 JULY 2022

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: STHQLD.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

REGIONAL MANAGER DETAILS:

CRAIG WORLING PHONE: +61 427 714 626

EMAIL: <u>CRAIG.WORLING@SVITZER.COM</u>

OF THE TARIFF RATE



# TERMS AND CONDITIONS MOURILYAN, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Mourilyan, effective from 1 July 2022.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of four (4) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# **NEWCASTLE**

## **SVITZER**

**TOWAGE TARIFF** 

### PORT CALL RATE IN AUD excl GST

MAX. TIME DURATION IN HOURS

	VESSEL GROSS TONNAGE (GT)	<10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 45,000		
PORT CALL – LOA UP TO 130.00 METRES		5,668	n/a	n/a	n/a	n/a	n/a	n/a	n/a		2.5
PORT CALL – LOA FROM 130.01 TO 200,00METRES		11,302	13,163	16,470	17,188	18,599	19,958	21,272	22,697		2.5
	VESSEL GROSS TONNAGE (GT)	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	50,001 55,000	55,001 60,000	60,001 70,000	70,001 80,000	
PORT CALL – LOA FROM 200.01 TO 240,00METRES		31,094	33,265	35,096	38,382	40,416	42,578	44,973	49,333	51,723	2.5
	VESSEL GROSS TONNAGE (GT)	<50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000		
PORT CALL – LOA OVER 240,01 METRES		47,903	50,132	55,072	56,745	59,742	63,049	65,810	68,504		2.5
SHIFTING % OF ABOVE RATES ACCORDING TO SIZE		50%	50%	50%	50%	50%	50%	50%	50%		2.5

SURCHARGES (IN ADDITION TO THE TARIFF RATE)	OF THE PORT CALL RATE
PASSIVE ESCORT	20%
TANKER VESSELS REQUIRING AN ACTIVE ESCORT TUG	25%
DEAD SHIP MOVEMENT	0%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>1</sup>	25%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
	PRO RATA OF THE PORT CALL RATE <sup>3</sup>
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS (PER TUG)	25%
	HOURLY RATE
STANDBY PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS <sup>2</sup>	4,841
PUSH-UP PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS <sup>2</sup>	9,681

<sup>&</sup>lt;sup>2</sup>Late booking surcharge not applicable

<sup>3</sup>Additional time calculation based on dividing number of tugs required for the Port Call by the Port Call Rate.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST(

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

PHONE: 1800 804 186
EMAIL: NSW.CONTROLLERS@SVITZER.COM

**EAST COAST CUSTOMER SERVICE CENTRE ADDRESS**: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

### PORT MANAGER DETAILS:

GEOPHREY GAVIN PHONE: +61 412 240 212

EMAIL: GEOPHREY.GAVIN@SVITZER.COM

### NEWCASTLE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI	OTHER
Svitzer Myall	69	Z	F1	Е
Svitzer Maitland	70	Z	F1	Е
PB Plenty	68	Z	FA	
PB Murray	69	ZZ ZT	FA	
PB Darling	68	ZT	FA	
Svitzer Marloo	59	ZT	FA	
Svitzer Kiama	61	ZT	F1	
Svitzer Glenrock	86	Z		, E
Svitzer Newton	70	ZT		

<sup>1</sup>Surcharge does not apply to weather related cancellations or amendments or if job is amended; including revision of number of tugs or change to timing of job

## NEWCASTLE LINES TARIFF



MAX. TIME DURATION IN HOURS

DOCKYARD BERTHS: 1&2 DYKE 2&3 KOORAGANG, LEE WHARF, THROSBY WHARF, MAYFIELD BERTHS, EASTERN BASIN AND WESTERN BASIN BERTHS - VESSEL LOA	< 100	100.01 150.00	150.01 200.00	200.01 250.00	>250.01	
MOORING – AUD excl. GST	2,620	3,054	4,139	4,791	7,151	2
UNMOORING – AUD excl. GST	1,764	2,173	2,620	3,245	4,791	2
4 & 5 DYKE AND 4,5,6,7,8,9 & 10 KOORAGANG – VESSEL LOA			<200	200.01 250.00	>250.01	
MOORING – AUD excl. GST			4,532	5,182	6,295	2
UNMOORING – AUD excl. GST			2,796	3,245	4,139	2
6 BHP BERTH – VESSEL LOA	<150.00					
MOORING – AUD excl. GST	2,159					2
UNMOORING – AUD excl. GST	1,455					2
CHANNEL BERTH - VESSEL LOA			<200.00	200.01 250.00	>250.01	
MOORING – AUD escl. GST			4,532	6,295	7,462	2
UNMOORING – AUD excl. GST			2,796	4,139	4,791	2
WORKBOAT HIRE INSIDE HABOUR – AUD excl. GST	326					1

REMOVALS BERTH TO BERTH - Mooring rate at new berth only HAULING VESSELS UP TO 50 METRES - Unmooring rate only HAULING VESSELS OVER 50 METRES - Mooring rate only

SURCHARGES (IN ADDITION TO THE TARIFF RATE)

OF THE TARIFF RATE 25%

ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

GEOPHREY GAVIN PHONE: +61 412 240 212

EMAIL: GEOPHREY.GAVIN@SVITZER.COM

# TERMS AND CONDITIONS NEWCASTLE, AUSTRALIA

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Newcastle, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.

- 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 10. For any other special services rates and terms are available on request.
- 11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 14. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 17. 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:

- 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.
- 18. 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.
- 19. 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.
- 20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## PORT KEMBLA TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	> 110,000	
BERTHING / SAILING / SHIFTING	2,611	3,283	4,149	4,941	5,897	6,655	7,586	7,877	9,240	10,216	11,233	13,173	15,147	17,419	20,031	2

OF THE TARIFF RATE

### ADDITIONAL RATES PER TUG

	OF THE PRIMIT WITE
THIRD TUG	150%
FOURTH TUG	POA

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
VOLUME BASED SURCHARGE (VBS) – APPLICABLE TO ALL TOWAGE SERVICES	

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKSTC

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM

#### **PORT KEMBLA FLEET** AS OF 1 APRIL 2021

		TBP	TYPE	FIFI	OTHER
Svitzer Ruby	-	85	Z	F1	Е
Svitzer Bass	-	70	ZT	FA	
Svitzer Flinder		70	ZT	FA	



<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category

<sup>&</sup>lt;sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job – unless amending from three (3) tugs to two (2) tugs, in which case the surcharge will apply

## **PORT KEMBLA**

## LINES TARIFF

## **SVITZER**

MAX. TIME DURATION IN HOURS

## RATES FOR MOORING & UNMOORING IN AUD excl GST

VESSEL LENGTH OVERALL (LOA)	50.00 100.00	100.01 150.00	150.01 200.00	200.01 250.00	> 250.01	
MOORING (INCLUDING LAUNCH AND LINES CREW)	2,021	2,631	3,296	4,348	5,494	2
UNMOORING (INCLUDING LAUNCH AND LINES CREW)	1,370	1,764	2,197	2,905	3,672	2
MOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	5,494	5,494	5,494	5,494	5,494	2
UNMOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	3,672	3,672	3,672	3,672	3,672	2
LAUNCH HIRE ONLY (NO. 1 BULK & NO. 2 BULK BERTHS)	949	949	949	949	949	2

SHIFTING BERTH TO BERTH - Mooring rate at new berth only
HAULING VESSELS UP TO 50 METRES - Unmooring rate only
HAULING VESSELS OVER 50 METRES - Mooring rate only
OIL BERTH STANDBY LAUNCH - Standby Launch at 201 is charged at \$292 per hour for the first 12 hours and then \$247 per hour after that

## OTHER SERVICES

H(	וכ	JR	LY	R/	41	Έ

WORKBOAT HIRE - INSIDE HARBOUR	292
WORKBOAT HIRE - OUTSIDE HABOUR	449

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ORDER / CANCELLATION / AMENDMENT WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM



2 OF 2 PAGES PREVIOUS PAGE

# TERMS AND CONDITIONS PORT KEMBLA, AUSTRALIA

SVITZER

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Kembla, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. Volume-Based Surcharge (VBS) is applied in addition to the tariff rate. The VBS is reviewed on a bi-annual (twice yearly) basis and may be adjusted (increase/decrease) dependent upon preceding 12-month towage volume in the Port.
- 12. For any other special services rates and terms are available on request.
- 13. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 14. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 15. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 16. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 17. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number. name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 17 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 18. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 19. 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:

- 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.
- 20. 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.
- 21. 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.
- 22. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## **PORT OF HASTINGS - WESTERNPORT**



## **TOWAGE TARIFF**

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 75,000	> 75,001	
BERTHING / SAILING	17,150	18,622	20,109	21,981	24,921	26,209	28,325	31,427	4
SHIFTING			100% OF TI	HE TARIFF RAT	E FOR ALL VES	SSEL SIZES			

### ADDITIONAL RATE PER TUG

	A I I	VESSEL	CIZEC
FUR	$\Delta II$	VESSEL	31/ F3

THIRD TUG / FOURTH TUG POA	THIRD TUG / FOURTH TUG	POA
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## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME - CHARGED IN 60 MINUTE INCREMENTS	100%
STANDBY, PUSH-UP – MINIMUM CHARGE OF TWO (2) HOURS <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
DEAD SHIP MOVEMENT – FIRST TWO (2) HOURS <sup>2</sup>	150%
UNSCHEDULED CALL OUT FEE – ONE (1) HOUR NOTICE FIRE FIGHTING	100%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOUR OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOB COMMENCEMENT	100%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

UKST(

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 133 022
GENERAL ENQUIRIES
PHONE: 1800 133 022

EMAIL: VIC.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

REGIONAL MANAGER DETAILS:

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

#### PORT OF HASTINGS FLEET AS OF 1 APRIL 2023

	\$	TBP	TYPE	FIFI
Svitzer Oryx	-	65	Z	F1
Svitzer Lynx	and and	65	Z	F1



<sup>&</sup>lt;sup>2</sup>Rate of 100% will apply for the first two (2) hours, then 150% per hour from two (2) hours

# TERMS AND CONDITIONS PORT OF HASTINGS - WESTERNPORT

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port of Hastings Westernport, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of four (4) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

https://www.svitzer.com/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.

- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## **SYDNEY - GORE COVE**

## **TOWAGE TARIFF**



RATES PER TUG IN AUD excl GST

	MAX. TIME DURATION IN HOURS
SSEL SIZES	

	ALL VESSEL SIZES	
BERTHING / SHIFTING / SAILING	18,964	3.5

OF THE TARIFF RATE

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	<u> </u>
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

#### SYDNEY FLEET AS OF 1 APRIL 2023

OTDINETT LEET AS OF TAINIE 2023									
		TBP	TYPE	FIFI					
	PORT JACKS	SON / GORE	COVE						
Elwing	The same of the sa	67	Z	FA					
Bullara		65	Z						
Willara	7	47	Z						
Swift	7135	65	Z	F1					
	POR	T BOTANY							
Svitzer Meringa		70	Z	F1					
Svitzer Warrawee		61	Z	FA					
Svitzer Warang		57	Z	FA					
Svitzer Waratah		59	Z	FA					

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

RATES PER 1 APRIL 2023

**OPERATIONS (24 HOURS)** PHONE: 1800 804 186 **GENERAL ENQUIRIES** PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA **PORT MANAGER DETAILS:** 

RENEE CONNOLLY PHONE: +61 421 083 113

EMAIL: RENEE.CONNOLLY@SVITZER.COM

# TERMS AND CONDITIONS SYDNEY – GORE COVE

**SVITZER** 

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Sydney Gore Cove, effective from 1 APRIL 2023 Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 2. All rates are in Australian dollars (AUD) excluding GST.
- 3. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 4. All rates in the schedule apply at any time on any day.
- 5. Additional Time is charged if the service takes longer than the maximum time duration.
- 6. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.

- 9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 10. For any other special services rates and terms are available on request.
- 11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 14. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 17. 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:

- 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.
- 18. 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.
- 19. 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.
- 20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## **SYDNEY - PORT BOTANY**

## **SVITZER**

**TOWAGE TARIFF** 

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

FIFI

														1141100110
	VESSEL GROSS TONNAGE (GT	<10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000	
BERTHING / SAILING / SHIFTING		4,891	6,038	6,152	6,584	6,808	7,001	7,267	7,610	7,879	8,227	8,595	9,871	2
KURNELL 3 BERTHING / SAILING / SHIFTING		8,310	9,457	9,571	10,002	10,226	10,419	10,688	11,028	11,297	11,646	12,014	13,289	3
PORT BOTANY ACCESS LEVY (in effect as of 01 July 2020)		AUD 78	PER TUG											

### ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	14,024
FOURTH TUG	17,816

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

OF THE TARIFF RATE
25%
35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
50%
50%
50%
100%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

<u>UKS I</u>

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

 ${\bf PORT\ MANAGER\ DETAILS:}$ 

RENEE CONNOLLY PHONE: +61 421 083 113

EMAIL: RENEE.CONNOLLY@SVITZER.COM

SYDNEY FLEET AS OF 1 APRIL 2023

	POR	T BOTAN	1	
Svitzer Meringa		70	Z	F1
Svitzer Warrawee	-	61	Z	FA
Svitzer Warang		57	Z	FA
Svitzer Waratah	The state of the s	59	Z	FA
	DODT IAOV	001 / 00F	DE 001/E	

	PORT JACKS	SON / GC	RE COVE	
Elwing		67	Z	FA
Bullara		65	Z	
Villara		47	Z	
Swift	nid.	65	7	F1

<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>&</sup>lt;sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

# TERMS AND CONDITIONS PORT BOTANY, AUSTRALIA

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Botany, effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

https://www.svitzer.com/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.

SVITZER

- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## SYDNEY - PORT JACKSON (EXCL GORE COVE)



TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

											INTIOUNO
VESSEL GROSS TONNAGE (GT)	<30.000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000	
BERTHING / SAILING / SHIFTING	7,684	8,422	9,369	10,359	11,080	11,202	11,408	11,630	13,374	15,379	2

### ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES				
THIRD TUG	18,060				

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE PARIT RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>&</sup>lt;sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

RETURN TO COVER

TERMS AND CONDITIONS

<u>UKST</u>

RATES PER 1 APRIL 2023

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS :

RENEE CONNOLLY PHONE: +61 421 083 113

EMAIL: RENEE.CONNOLLY@SVITZER.COM

OF THE TARIFF RATE

SYDNEY FLEET AS OF 1 APRIL 2023

SIDNET FLEET AS OF LAPRIL 2023				
		ТВР	TYPE	FIFI
PO	RT JACKSO	ON / GORE C	OVE	
Elwing		67	Z	FA
Bullara		65	Z	
Willara		47	Z	
Swift	and a	65	Z	F1
	PORT	BOTANY		
Svitzer Meringa		70	Z	F1
Svitzer Warrawee		61	Z	FA
Svitzer Warang		57	Z	FA
Svitzer Waratah	The state of the s	59	Z	FA

<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>&</sup>lt;sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

## **SVITZER**

# TERMS AND CONDITIONS SYDNEY - PORT JACKSON (EXCL GORE COVE)

- 1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at the port of Sydney Port Jackson (excl Gore Cove), effective from 1 APRIL 2023.
- 2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
- 3. All rates are in Australian dollars (AUD) excluding GST.
- 4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
- 5. All rates in the schedule apply at any time on any day.
- 6. Additional Time is charged if the service takes longer than the maximum time duration.
- 7. Booking A minimum of twenty-four (24) hours prior Notice is required.
- 8. 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.
- 9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

- 10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.
- 11. For any other special services rates and terms are available on request.
- 12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- 13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
- 14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
- 15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

- 16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.
- 17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.
- 18. 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:

- 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.
- 19. 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.
- 20. 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.
- 21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

## **APPENDIX A**



## BUNKER ADJUSTMENT FACTOR<sup>1</sup>

<sup>1</sup>Bunker Adjustment Factor replaces the Fuel Surcharge

### ALL PORTS IN AUD excl GST

AVERAGE BUNKER PRICE SINGAPORE IN AUD	AUD 100	AUD 110	AUD 120	AUD 130	AUD 140	AUD 150	AUD 160	AUD 170	AUD 180	AUD 190	AUD 200	AUD 210	AUD 220	AUD 230	AUD 240	AUD 250
BUNKER ADJUSTMENT FACTOR (BAF)	AUD 127	AUD 149	AUD 171	AUD 193	AUD 215	AUD 237	AUD 260	AUD 282	AUD 304	AUD 326	AUD 348	AUD 370	AUD 392	AUD 414	AUD 436	AUD 458

A Bunker Adjustment Factor (BAF) applies to applicable to all towage services. The BAF is based on the monthly average per barrel price of Gasoil in Singapore (P MOPS Gasoil 0.5% Strp USD/bbl, Platts index AAPJY00) published by S&P Platts, and the monthly average rate of exchange between USD and AUD as published by the Reserve Bank of Australia. The BAF to apply will be decided by the average Gasoil price and USD>AUD rate for February will be used on the matrix. Notwithstanding this, the BAF may be additionally adjusted for, with or without notice, in response to changes to the Australian fuel tax credit scheme, extraordinary fluctuations in the oil prices and/or rates of exchange.

Further information available on request.

## FLEET LEGEND<sup>2</sup>

<sup>2</sup>As reference for vessel specifications found in the fleet maps per port

Z	ASD (Combi Lever)
ZU	ASD (Uni lever)
ZT	ATZ (Tractor)
TS	Twin Screw
F1	FiFi Type 1
F2	FiFi Type 2
FA	Australian FiFi



# U.K. STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (REVISED 1986)

- 1.
- (a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.
- (b) for the purposes of these conditions.
- (i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.
- (ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.
- (iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.
- (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or

- to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.
- (v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.
- (vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the work "Tugowner" shall include "Tugowners", and the word "Hirer" shall

- include "Hirers".
- (vii) The expression "tugowner" shall include any person or body (other than the Hirer or the owner if the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be
- 2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.
- 3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.
- 4. Whilst towing, or whilst at the request, either expressed

- or implied, of the Hirer rendering any service of whatsoever nature other than towing:-
- (a) The Tugowner shall not (except as provided in Clauses 4 (c) and (e) hereof) be responsible for or be liable for
  - (i) damage of any description done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object or property; or
  - (ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property; or
  - (iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever; arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and

# U.K. STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (REVISED 1986)

- (b) The Hirer shall (except as provided in Clauses 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not, suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner his servants or agents.
- (c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-
- (i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.
- (ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely

- clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether expressed or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by, or arise out of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.
- (d) Not withstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirers' vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.
- (e) Notwithstanding anything contained in Clauses 4(a) and (b) hereof the liability of the Tugowner or death or personal injury resulting from negligence is not excluded or restricted thereby.
- 5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any

- time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as "the other Tugowner") to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.
- 6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.
- 7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever

- caused or arising, including by the negligence of the Tugowner or his servants or agents.
- 8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.

9.

- (a) The agreement between the Tugowner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept, subject to the proviso contained in sub-clause (b) hereof, the exclusive jurisdiction of the English Courts (save where the registered office of the Tugowner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tugowner and the Hirer hereby shall accept the exclusive jurisdiction of the Scottish Courts).
- (b) No suit shall be brought in any jurisdiction other than that provided in sub-clause (a) hereof save that either the Tugowner or the Hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.