



APPLICATION TO USE THE DYNAMIC UNDER KEEL CLEARANCE SYSTEM

To: Harbour Master

Fax: 06 751 0886

On behalf of the vessel: _____

Expected Time of Arrival / Departure : date _____ / _____ /20____ at : _____ hrs

Application is made to increase the vessel's allowable draft over 10.0m and/or extend the tidal window through the use of the port's DUKC system. The following data is required to Process the application.

LBP _____ m	Beam _____ m
Fwd Draft* _____ m	Aft Draft* _____ m
Displacement* _____ mt	
GM _____ m	GMf _____ m
KG* (VcG) _____ m	KM* _____ m

* Indicates anticipated data that may be adjusted closer to the time of actual movement.

In consideration of the use of Dynamic Under Keel Clearance, the ship's master, or if designated, the ships' agent, hereinafter named agrees to the conditions and limitations indicated below.

Master / Ships Agent Name & Business Address:- _____

Date: _____ / _____ 20____ Signed: _____

PortTaranaki Ltd To Provide DUKC Services To the User

PortTaranaki Ltd hereby agrees, to provide the following services to the User in respect of the User's Vessel:

- operate and maintain the DUKC System in order to maximise the range of Under Keel Clearance windows for utilisation by the above named vessel at Port Taranaki;
- operate the DUKC system and use its reasonable endeavours to maintain the DUKC system in good working order;
- maintain the ability for the DUKC System to generate Under Keel Clearance predictions for proposed User Vessel Movements;
- prior to the commencement of the Vessel's Movement, provide to the ship, via the pilot, with hard copy data predictions of Under Keel Clearance with respect to the proposed vessel's movement;
- maintain a system of providing a continuous supply of accurate wave and tide data to the DUKC System.

Limitations on PortTaranaki's Service Obligations

Acknowledgment

The Agent and the User acknowledge that, in order for the DUKC system to function properly, it is dependent upon:

- the performance of third parties under Support Agreements and Licences;
- the continuous supply of relevant Wave and Tide Data; and
- the DUKC Infrastructure being in working condition.

Service Obligation Limitations

PortTaranaki Ltd, the Agent and the User agree that nothing shall oblige PortTaranaki Ltd to provide any component of the DUKC Services to the User in circumstances where PortTaranaki Ltd is unable to operate the DUKC System or provide any component of the DUKC Services as a result of:

- termination or discontinuance of any of the Support Agreements or Licences;
- any reasonable DUKC System downtime due to repairs or maintenance work being carried out or any delay following any request for maintenance or repair support being made by PortTaranaki Ltd, or anyone else;
- any failure of or any damage to any component of the DUKC Infrastructure; and
- anything beyond the reasonable control of PortTaranaki Ltd, provided that none of the events are caused by, arise from or are related to any negligence, act, failure to act of or by PortTaranaki Ltd.

That vessels will be subjected to the existing port rules when the DUKC system is unavailable and that PortTaranaki Ltd will not be liable for any losses incurred due to the above reasons.

Obligations of the Master, or if designated, the Ships' agent

Acknowledgment

The Ships Master, or Agent acknowledge that, in order to use and obtain accurate predictions from the DUKC system:

- accurate draughts and hydrostatic data must be supplied to PortTaranaki Ltd as soon as the information is available; and
- any changes to anticipated condition to be conveyed to PortTaranaki Ltd as soon as possible.