

# STANDARD CONDITIONS OF BUSINESS



**Port Taranaki Limited**

## Contents

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<b>Section</b>	<b>Page</b>
1. Introduction and General	2
2. Interpretations	4
3. Port Taranaki - Location Plan	6
4. Port Charges	7
5. Entry To and Use of Property and Port	8
6. Goods and Cargo	10
7. Services and Hireage	12
8. Shipping	12
9. Health and Safety	16
10. Indemnity	22

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Front cover:- photograph by Rowan Guthrie

# 1.Introduction and General

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- 1.1 Port Taranaki is operated by Port Taranaki Limited (the Company). The Company will make all reasonable endeavors to maintain its equipment, floating plant, facilities, and services in a condition adequate for the tasks they were designed to perform, and to operate safely and efficiently through properly qualified and competent personnel.
- 1.2 In the interests of health, safety and efficiency, and for the benefit of all persons working, visiting, or having occasion to be within the Port Area and/or using the port facilities, the following have been adopted by the Company as conditions under which such persons may enter onto the Property and conduct their business.
- 1.3 These conditions shall apply to all Port Users or visitors entering the Property and to all Port Users berthing or intending to berth a vessel at the Port and/or to utilise any facilities or services under the operation or control of the Company, provided, however, that nothing in these conditions shall prevent a Port User limiting liability to the extent that such limitation is specifically prescribed by New Zealand law.
- 1.4 The Company will not tolerate unsafe actions or conditions which may endanger persons, property or shipping operations and will take action against anyone who wilfully or negligently violates these conditions or carries out any operation in the Port Area in a dangerous or unsafe manner.
- 1.5 Notwithstanding clause 1.1 the Company shall not be liable for any loss (whether direct or consequential), damage (whether direct or consequential), costs, expenses, injury or death of whatsoever nature or kind and howsoever sustained or occasioned and whether to property or persons unless such loss, damage, costs, expenses, injury or death was caused by the fault or negligence of the Company or its servants, agents or contractors (including any employees thereof).
- 1.6 In the event of there being any inconsistency between these conditions and any specific agreement entered into in relation to services offered by the Company and/or any conditions relating to permits issued by the Company the conditions of such agreement and/or permit shall take precedence.
- 1.7 In addition to complying with these conditions all Port Users are to comply with the requirements of the Port Taranaki Security Plan and all other statutory and/or local government laws and regulations as well as any appropriate code of practice which may at the time be in force. All references to statutes or regulations will include any amendment thereto or any substitution thereof.
- 1.8 These conditions should be read in conjunction with the Taranaki Regional Council Navigation Bylaws for Port Taranaki and its Approaches, which relate specifically to Port Taranaki in regard to pilotage, navigation and safety.

- 1.9 These conditions may be varied from time to time by the Company. Public notice will be given of the existence of any variations and they will be circulated to known holders of the original conditions.
- 1.10 The waiving or varying of any of these conditions to meet particular situations in the Port Area shall not be deemed to be a general waiver or variation of these conditions.
- 1.11 Nothing in these conditions diminishes the right of the Company to require any person at any time to leave the Property.
- 1.12 These conditions shall be governed and interpreted in accordance with New Zealand law.

## 2. Interpretations

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**"Hazardous Area"** shall mean any area within the Port Area which the Company may from time to time class as hazardous and is defined by fencing, barriers or notices, or which is declared by the Operations Manager to be hazardous and shall include the Newton King Tanker Terminal and the area adjacent to it as shown on the plan at page 21.

**"Operational Area"** shall mean and include all areas of the Port, Property, Newton King Tanker Terminal and Wharves as herein defined which are used for the purposes of the commercial undertakings of the Company as shown outlined in blue on the Port Taranaki - Location Plan at page 6, but shall exclude areas leased to other parties.

**"Operations Manager"** shall mean and include the Operations Manager of the Company, his/her deputy, or any other employee of the Company authorised by the Operations Manager to represent him/her.

**"Pilot"** shall mean any person duly licensed or appointed by the Taranaki Regional Council to act as Pilot within the Pilotage District.

**"Pilotage District"** shall mean the Port Taranaki Pilotage District as defined by the Warrant issued under Section 211 of the Harbours Act 1950, dated the 10th day of December 1959 and published in the New Zealand Gazette of the 17th day of December 1959, or by any other Warrant issued under the said Section 211.

**"Port"** shall mean the Harbour of Port Taranaki.

**"Port Area"** shall mean and include all those areas defined as Port and Property as shown outlined in yellow on the Port Taranaki - Location Plan at page 6.

**"Port Taranaki Security Plan"** shall mean the plan, developed in accordance with the Maritime Security Act 2004 and the International Ship and Port Facility Security (ISPS) Code, to ensure the application of measures designed to protect the port facility and ships, persons, cargo transport units and ships store within Port Taranaki from the risks of a security incident.

**"Port User"** shall mean and include the owner, lessee, charterer, operator or manager of any vessel and/or road or rail carrier or any person for whom the Company provides or is to provide a service and/or any person who is or who appears on reasonable grounds to be an agent for or a representative of any one or more of the foregoing and/or any lessee/licensee or sublessee/ sublicensee of the Company and/or any contractor who has cause to work within the Port Area and the obligations and liabilities under these conditions of all or any such persons, if there be more than one, shall be joint and several.

**"Property"** shall mean all land, buildings, Wharves as herein defined, and other structures, plant or equipment, either mobile or static, owned or administered by the Company.

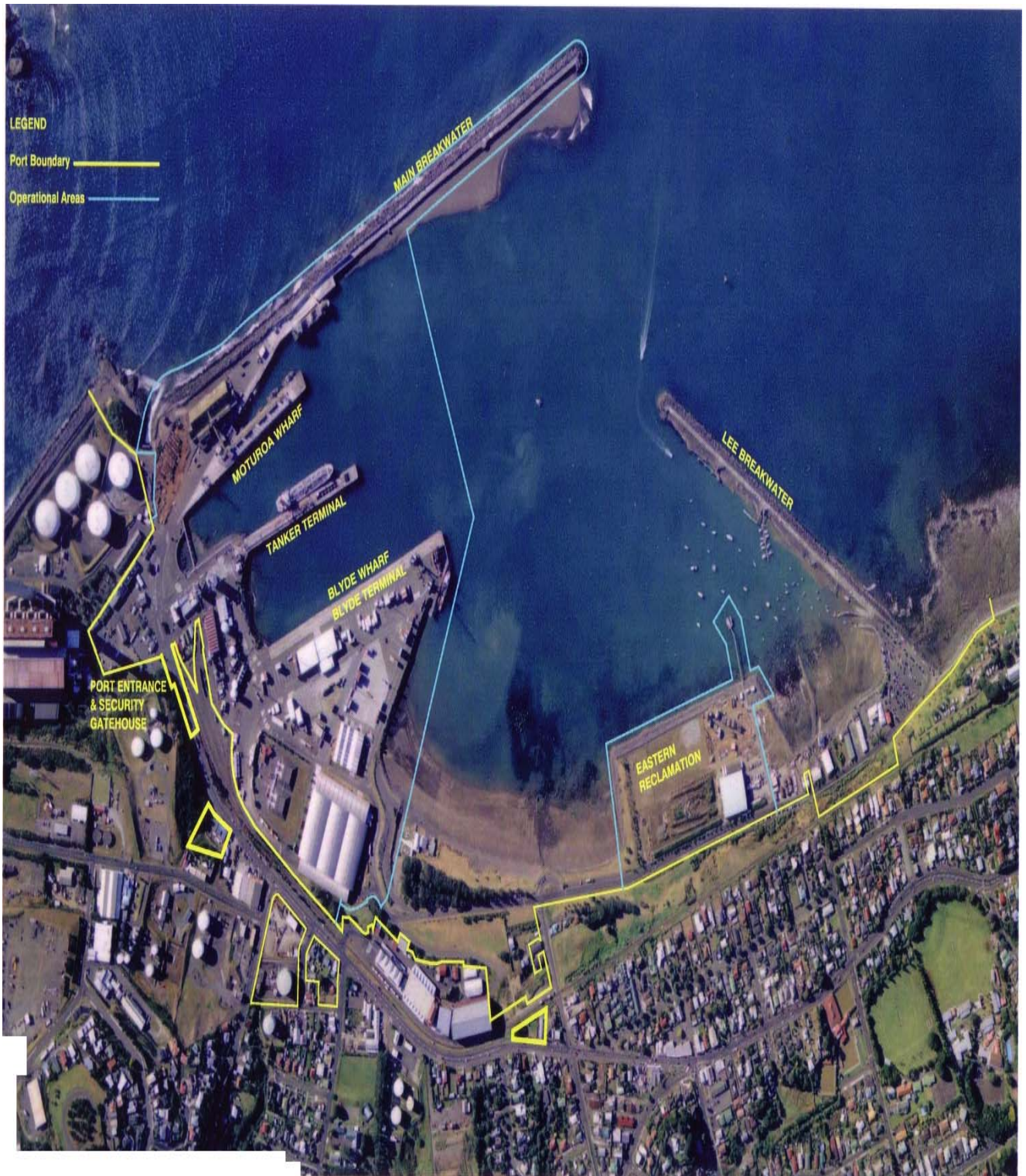
"**Stevedore**" shall mean any person or company employed to load or unload ships' cargo of any kind.

"**The Company**" shall mean Port Taranaki Limited, its employees, contractors, consultants and other persons who may be delegated specific duties.

"**Towage**" shall mean all those operations of a tug when it is being used to assist with the berthing, sailing or any other movement of any other vessel.

"**Wharves**" shall mean all wharves (including the Newton King Tanker Terminal), jetties, breakwaters or other areas owned and/or administered by the Company and used for the shipping and unshipping of persons or goods, and including any building thereon.

### 3. Port Taranaki – Location Plan



## 4. Port Charges

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- 4.1 Subject to any specific agreement to the contrary the charges for all the Company's services are as set out in the Company's schedule of charges as set by the Company from time to time. Copies are available on request.
- 4.2 The following persons shall be jointly and severally liable to pay all charges due to the Company in respect of any vessel -
- (a) The owner of the vessel.
  - (b) The master of the vessel.
  - (c) The agent or any person who has held himself or herself out as the agent of the vessel, or its owner or master.
- 4.3 The following persons shall be jointly and severally liable to pay all charges due to the Company in respect of any goods passing through or stored on the property -
- (a) The owner of the goods.
  - (b) The consignor of the goods.
  - (c) The consignee of the goods.
  - (d) The master or owner of the vessel to or from which the goods have been or will be loaded or landed.
  - (e) The agent or any person who has held himself or herself out as the agent of the owner, consignor, or consignee of the goods, or the master or owner of the vessel.
- 4.4 The Company shall be entitled to -
- (a) retain possession of any goods passing through or stored on the property; or
  - (b) prohibit any vessel from leaving its Wharves,
- until payment of all charges in respect of such goods or vessel is made in accordance with the terms of payment.
- 4.5
- (a) Unless otherwise agreed in writing prior to provision of the services requested, the terms of payment for services will be cash in full in advance of the service being rendered or the cargo is released or the vessel departs.
  - (b) If credit has been granted, then payment for services rendered will be by the 20th of the month following invoice.
  - (c) The Company reserves the right entirely at its discretion to apply an interest charge of 2.5% per month compounding on overdue accounts.
  - (d) The 'person(s) liable' as defined in clauses 4.2 and 4.3 shall become liable for all costs, expenses or fees reasonably incurred by the Company in recovering overdue accounts.

## 5. Entry To and Use of Property and Port

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- 5.1 The Property is owned by the Company. All persons who enter the same, with or without vehicles, do so at the will of the Company and shall at all times obey the orders and instructions of the Company whether written, verbal, or displayed on signs.
- 5.2 (a) Access to the Port Area shall be governed by the requirements of the Maritime Security Act 2004 and the Port Taranaki Security Plan.
- (b) All road access to the Operational Area shall be via the main gate on Breakwater Road, or where authorised by the Company, via the Blyde Gate East located at the western end of Oceanview Parade.
- (c) All visitors entering the Operational Area must report to security at the main gate and show valid photo identification. Visitors must display their visitors pass at all times within the Operational Area.
- (d) All Port Users and visitors must carry valid photo identification at all times while in the Operational Area and this must be presented upon request by the Company.
- 5.3 (a) The Company may cause to be removed from, or to another part of the Property, any vehicle or other object causing an obstruction or whose owner or operator is not observing the provisions of these conditions.
- Any vehicle or object so removed will be recoverable at the owner's expense and at a time convenient to the Company.
- (b) Subject to clause 1.5 herein the Company shall not be responsible in any way for any loss or damage to such vehicle or other object whilst it is on the Property or in the course of removal.
- 5.4 Every person who uses the Port Area will clean up and remove any rubbish arising from such use to the satisfaction of the Operations Manager. If such clearing and removal is not done to the satisfaction of the Operations Manager it may be done by the Company and the costs thereof shall be recoverable from said Port User.
- 5.5 No person shall operate upon the Property any vehicle fitted with any metal tyre or any tyre or track having lugs, cleats or similar projections without the permission of the Operations Manager.
- 5.6 The Company prohibits any Port User or member of the public to fish off the commercial areas, wharves and boat launches within the Operational Area.
- 5.7 (a) Weight limitations, as outlined in the Heavy Motor Vehicle Regulations 1974 and amendments, shall not be exceeded for all vehicles on all Wharves and breakwaters

without the written consent of the Operations Manager. The owner, driver or person in charge of any vehicle shall, if and when required by the Operations Manager so to do, place such vehicle on the Company's weighbridge, at the owner's risk and cost (in accordance with the prescribed scale of charges), for the purpose of ascertaining the correct weight of such vehicle or of such vehicle and its load.

- (b) A special permit is to be obtained from the Operations Manager for the operation of any heavy motor vehicle on Blyde Wharf Berth 3.

## 6. Goods and Cargo

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- 6.1 The master and/or stevedore of every vessel shall be responsible for the safe and proper loading or unloading of any goods or cargo relating to such vessel. Without derogating from the above responsibility, the master and/or stevedore will comply with any reasonable instruction given from time to time by the Operations Manager.
- 6.2 The master, owner or agent of any vessel intending to discharge or load goods or cargo at the Port shall -
- (a) Produce to the Operations Manager a complete cargo manifest or other similar document showing full details of the goods or cargo to be discharged, including accurate weights and measures of such cargo, at least one full working day prior to such goods or cargo being discharged from such vessel.
  - (b) Produce to the Operations Manager a complete cargo manifest or other similar document showing full details of the goods or cargo loaded, including accurate weights and measures of such cargo, no more than ten (10) working days after the loading of such cargo has been completed.
- 6.3 (a) All goods or cargo placed or landed on Wharves shall be placed or landed or stored as and where directed by the Operations Manager.
- (b) No person shall place on the Wharves any package of a greater weight than twenty (20) tonnes without the special permission in writing and under the direction of the Operations Manager, provided that the Operations Manager may give a general authority in writing on such terms as he/she sees fit.
  - (c) No person shall allow any goods or cargo to remain on the Property beyond the close of the working day when it was placed there without the permission of the Operations Manager.
  - (d) The Company shall be entitled to remove any goods placed on the Property in breach of this clause and recover the cost of such removal from the persons referred to in clause 4.3.
  - (e) Subject to clause 1.5 herein the Company shall not be responsible in any way for any loss or damage to such goods, cargo or articles while they are on the Property or while in the course of removal.
- 6.4 All Port Users shall comply with the New Zealand Customs Regulations pertaining to export/import delivery orders.

- 6.5 Port Users shall ensure that all goods, cargo and containers presented to the Company for storage or handling are properly packed, marked and labelled, do not exceed their stated weight and are in a fit and proper condition to be handled by the equipment and operating procedures usually employed by the Company.
- 6.6 Unless prior special permission in writing has been obtained from the Operations Manager and under his/her direction, all goods, cargo and containers presented to the Company are to be free from any item or substance which could cause an adverse effect on the environment. The Operations Manager may give a general authority in writing on such terms as he/she sees fit.
- 6.7 No person shall remove any goods or cargo from the Wharves without first having obtained the necessary authority from the owner, master, or agent of the vessel from which the goods or cargo were landed, and the New Zealand Customs Service. Any person so authorised to remove such goods or cargo from the Wharves shall upon the request of any employee of the Company produce documentation to prove such authorisation has been properly obtained. Subject to such authority having been obtained the Company shall be free to release the goods or cargo to whomever it may reasonably believe to be the person or agent of the person lawfully entitled to take delivery.
- 6.8 The master and/or stevedore of every vessel will be responsible to ensure that no cargo operations will continue in conditions which may cause dust or other similar substances to be a nuisance to other cargo operations, to the community or affect the operations of the Company's cold store or other cargo storage sheds. Such cargo operations shall be carried out in accordance with the following:
- (i) Health and Safety in Employment Act 1992 and its amendments,
  - (ii) Resource Management Act 1991 and its amendments,
  - (iii) Regional Air Quality Plan for Taranaki, and
  - (iv) Regional Coastal Plan for Taranaki.

## 7. Services and Hireage

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Applications for services or hireage shall be made in writing on the appropriate form available from the Operations Manager. In the event of circumstances preventing the relevant form from being completed the terms and conditions thereof shall be deemed to apply as if said form had been completed and signed.

## 8. Shipping

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- 8.1 Applications for the provision of marine services shall be made to the Operations Manager, not necessarily in writing, as follows -
- (a) The Port User will if possible give the Operations Manager seven (7) days notice of a vessel's expected date of arrival at the Port, with an updated ETA 48 hours prior to the vessel's arrival and thereafter according to the requirements stipulated on the "Vessel Arrival Information Sheet" issued by the Operations Manager.
  - (b) The Company may charge a discretionary cancellation fee for changes of orders for marine services within four hours of Pilot boarding time.
  - (c) The Operations Manager shall allocate the berth, facilities and services as shall in his/her opinion be necessary or desirable to fulfil the services required and otherwise in a reasonable manner having regard to the general operations of the Port.
  - (d) The Operations Manager may instruct that a vessel vacates a berth if he/she considers it necessary having reasonable regard for the general operations of the Port.
  - (e) The master or agent of a vessel must give the Operations Manager an arrival crew list twenty-four (24) hours prior to arrival of every vessel.
- 8.2 Whenever the services of a Pilot are ordered, or whenever in the interests of the safe operation of the Port the Operations Manager deems it necessary or desirable, the Operations Manager shall have the authority, without application having been made, to order such services and hireage as he/she sees fit, including but not limited to pilotage, tugs, launches, mooring lines and labour.
- In such event the terms and conditions of the relevant service or hire agreement, including those referred to in clauses 8.4(c), 8.4(d) and 8.5, will apply.

- 8.3 No person shall use any tug at the Port except those tugs owned and operated by the Company or otherwise specifically approved for such use by the Operations Manager. Any such approval should be in writing and subject to any conditions which the Operations Manager may consider necessary for the safe operation of the port.
- 8.4 (a) During pilotage and or Towage services the personnel provided by the Company shall cease to be servants of the Company and shall become servants of the owners of the vessel receiving the services and shall be under the control of the master of that vessel.
- (b) The Company shall not in any case be responsible for any loss arising from any negligence or misconduct by any Pilot whilst in charge or otherwise, nor for any damage from whatever cause to any vessel, or to any person on board such vessel which may arise as a result of the pilotage or Towage services.
- (c) Towage services inside the Port shall be provided on the basis of the H.14 - United Kingdom Standard Conditions for Towing, copies of which are available from the Operations Manager.
- (d) Towage services outside the Port shall be provided on the basis of H.14 – United Kingdom Standard Conditions for Towing and/or the Standard H.15-Towcon or H.16 Towhire Agreement, as appropriate, and the agreement shall be fully completed and signed on behalf of the Company and the hirer before the tow commences. Copies are available from the Operations Manager.
- (e) When the H.14- United Kingdom Standard Conditions for Towing are to apply outside the Port an agreement between the Company and the hirer shall be prepared, incorporating the necessary information and the above conditions, and signed by the Company and the hirer before the tow commences.
- 8.5 Salvage services shall be provided on the basis of H.6 - Lloyds Standard Form of Salvage Agreement (LOF 1995) as agreed between the parties. All reasonable endeavors will be made to have the appropriate form completed and signed before the Company commences such services, but if no agreement has been signed then H.6 - Lloyds Standard Form of Salvage Agreement (LOF 1995) shall apply to such salvage. Copies of the agreement are available from the Operations Manager.
- 8.6 The master of every vessel shall be responsible for the safety and security of the vessel at all times whilst said vessel is within the Port or Pilotage District and under no circumstances shall the Company be liable therefor.
- 8.7 A Pilot employed by the Company may in his/her absolute unfettered discretion and without redress decline to undertake or terminate any act of pilotage once commenced on grounds of -
- (a) the weather conditions;  
or
- (b) mechanical defects of the vessel;  
or
- (c) non-availability of crew of the vessel;  
or
- (d) mechanical defects or non availability for any reason of the

required tug assistance, or for any other reason which in the opinion of the Pilot may jeopardise the safe navigation of the vessel or the safety of the crew and/or its cargo.

8.8 In the event of a tug being required for salvage, to assist a vessel in distress or reported to be in distress, or for any other reason the Operations Manager may think fit, the Company may, through its Operations Manager -

- (a) cancel an allocation of the tug;  
or
- (b) deviate from a tow or other work;  
or
- (c) suspend a tow or other work;  
or
- (d) terminate or suspend a hire.

The powers contained in this clause shall be exercised in a reasonable manner having regard to the general operations of the Port.

8.9 No person shall without the consent or authority of the Operations Manager cut, cast off, or interfere in any way with any rope or tackle made fast or attached to any vessel, wharf, mooring buoy or other place where the same has been fastened or attached by the Operations Manager or at his order and direction.

8.10 The master or owner of every vessel shall be responsible for any damage to Wharves, warps, fenders or any other property of any description whatsoever which shall be damaged or lost as a consequence of the vessel using such Wharves, warps, fenders or other property.

8.11 The master of every vessel at the Port shall keep closed all relevant openings and ensure that no substance whatsoever is discharged or thrown into

the harbour or onto the Wharves or Property, except with the prior approval of the Operations Manager and then only that which is authorised as an approved activity under the Taranaki Regional Coastal Plan (prepared pursuant to the Resource Management Act 1991).

8.12 The master of every vessel shall be responsible for any marine pollution associated with his/her vessel and must -

- (a) notify the Company by radio or telephone immediately after a spill or any other event likely to cause pollution has occurred regardless of whether or not the pollutants have reached the water, and
- (b) take immediate and appropriate action to contain and clean up the pollution.

8.13 The master of every vessel at the Port shall ensure that garbage is deposited and contained in the receptacles provided by the Company. Such receptacles shall not be placed on Wharves but shall be uplifted by the Company from the vessel daily at a time prescribed by the Company.

8.14 No person shall upon any vessel, while such vessel is at any wharf, blow or sound or cause to be blown or sounded, the whistle, siren or horn thereof, or cause any other noise which may be a nuisance without the prior consent of the Operations Manager; provided that nothing in this condition shall preclude the testing of such whistle, siren or horn before a vessel leaves the wharf or in an emergency.

8.15 (a) The master of every vessel lying alongside any wharf shall provide and keep fixed a gangway or accommodation ladder meeting the requirements of the General Harbour (Ship, Cargo and Dock) Regulations in every respect, including the provision of lights.

(b) The master of every vessel lying alongside shall cause a safety net to be suspended beneath the gangway to the satisfaction of the Operations Manager.

8.16 No master shall careen, heave down or haul any vessel on shore without the permission of the Operations Manager.

8.17 No person shall work or cause to be worked the propeller of any vessel whilst such vessel is lying at any wharf, without having first sought and obtained the permission of the Operations Manager and, notwithstanding that such has been given, no person shall work such a propeller or cause it to be worked where the working thereof may cause damage to any property or injure any person; provided that nothing in this clause shall preclude the turning of any propeller for the safe berthing and unberthing of any vessel.

8.18 In the event of an accident or incident involving a vessel the Operations Manager may, in the interests of the safe operation of the Port and safety of the vessel, instruct that an underwater inspection of the vessel be carried out. The payment of any costs associated with the inspection shall be the responsibility of the owner, master or agent of the vessel as provided for in Section 4 herein.

## 9. Health and Safety

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- 9.1 (a) All persons whilst within the Port Area shall take all reasonable care and safety precautions including but not limited to those listed in this section of these conditions.
- (b) All Port Users shall comply with the requirements of the Health and Safety in Employment Act 1992 and any amendments and have appropriate health and safety policies and procedures in place. All Port Users shall make such policies and procedures, which relate to their activities in the Port Area, available to the Company upon request and will comply with any further reasonable demands the Company may impose in regard to health and safety.
- (c) All Port Users and visitors shall comply with the Company's smoke-free workplace policy which states -
- (i) All company indoor workplace areas and all company vehicles are designated non-smoking areas.
  - (ii) Where work is undertaken outside an employee can request that there is no smoking within two metres of their usual outdoor worksite.
  - (iii) Smoking is also not permitted in any Hazardous Area.
- (d) All Port Users working in the Operational Area must attend and pass a Company site induction course.
- An induction card will be issued on completion and this card shall be maintained as current and valid at all times. Under normal circumstances the induction card requires to be renewed every two (2) years from date of issue.
- Port Users may, on application to and at the discretion of the Company, be issued with identity and access cards.
- 9.2 Every person using a motor vehicle in the Operational Area shall operate the vehicle with care and in accordance with all New Zealand road transport acts and regulations. No person shall drive on the Property at a speed exceeding twenty (20) kilometers per hour. Driving lights or headlights on dip shall be operated when travelling within the Operational Area. Hazard lights shall be operated when travelling within the Blyde Terminal area at night.
- 9.3 The master of every vessel must comply with any verbal or written direction or request given by the Harbourmaster or Enforcement Officer appointed by any local or regional authority under the navigation provisions of the Local Government Act 1974.
- 9.4 No person shall work unaccompanied when working in a potentially dangerous or any Hazardous Area or any area or location which is exposed to the perils of the sea.

- 9.5 All persons working within the Port Area must ensure that, as far as it is compatible with the work being carried out, the area in which they are working is kept free and clear of all equipment, material or property of any kind which may constitute a safety, environmental or fire hazard.
- 9.6 No meal or similar tea breaks are to be taken within any Hazardous Area. entrance to the Newton King Tanker Terminal.
- 9.7 No electronic flash guns, battery operated cameras, radios or any other battery operated equipment shall be taken on or into any Hazardous Area except where such equipment is covered by an approved classification certificate.
- 9.8 The Company reserves the right to inspect all equipment of any kind which is to be operated within the Port Area to ascertain whether such equipment complies with standard safety requirements and the requirements of these conditions.
- 9.9 In the event of any accident within the Port Area causing injury or death to any person or loss or damage to any equipment or property the Company requires its incident report form to be completed and lodged as soon as practicable with the Operations Manager. The incident report form may be obtained from the watchhouse which is located at the

9.10 In the event of a fire or other emergency the Company may, by any of its employees, take such steps as may be deemed advisable to extinguish or reduce such fire, or save or minimise damage to its own or any other property of every description. The Company shall not be responsible for any damage whatsoever which may result in consequence of any such steps taken and shall be entitled to recover from the owner of such property any costs or expenses incurred.

## WORK PERMITS

- 9.11 Certain work, as outlined but not limited to that in clause 9.12, to be carried out in the Port Area must be carried out in accordance with the Company's permit system core document and a permit obtained from the issuing authority at the Newton King Tanker Terminal. Those persons undertaking work by permit must hold a current and valid induction card as referred to in clause 9.1(d).
- 9.12 Permits must be obtained from the Company before any of the following work is commenced -
- (a) Any maintenance or repair work on equipment that is personally owned by a third party but which is located on the Company's Property.
  - (b) All 'hot work' including, but not limited to, welding, gas cutting and grinding and shall include -
    - (i) Any work in a Hazardous Area involving non intrinsically safe equipment.
    - (ii) All destructive and/or non destructive testing.

- (iii) Electrical and mechanical isolation in any hazardous area.
  - (c) All 'cold work' where, although there is no possibility of ignition, there may be potential danger to personnel, the environment or the Company's Property. Such work includes, but is not limited to, lagging, scaffolding, pipeline pigging, maintenance inspections that require plant or machinery to be wholly or partially dismantled, and/or maintenance work not covered by a 'hot work' permit.
  - (d) Excavation of any earthworks within the Port Area. Prior to any excavation permit being issued the Company will require that the location of all services and pipelines within two metres of the area to be excavated have been accurately identified.
  - (e) Any lifting operation or load movements (whether or not they relate to cargo operations) for parcels exceeding twenty (20) tonnes notwithstanding the provisions of clause 6.3(b) of these conditions.
  - (f) Entry or partial entry into a confined space which includes, but is not limited to, any chamber, tank, pipe or space that has limited access/egress or atmospheric conditions that may cause a hazard to the person entering the area.
  - (g) The transfer of bunkering and/or waste oil to or from any vessel either by pipeline and/or road tanker at any berth within the Operational Area
  - (h) The storage of any hazardous substances, including fuel and flammables, must not be stored in quantities greater than those allowed by the Hazardous Substance and New Organisms Act 1996 unless subject to the controls set out in that Act and applicable regulations..
- 9.13 Except in the case of emergency repairs, applications for permits must be made at least two (2) working days prior to the intended commencement of the work. In the case of an emergency the issuing officer may be contacted through the Company's watchhouse.
- 9.14 All persons undertaking work by permit within the Port Area shall wear appropriate safety clothing and equipment of a type that complies with current New Zealand standards, recognised codes and guidelines, approved by the Company and be suitable for the task at hand. It is the responsibility of the permit applicant to ensure that they provide the necessary personal protective equipment to their own staff. Particular attention should be paid to the special requirements relating to the Newton King Tanker Terminal.
- 9.15 Naked flames, matches, petrol or other lighters, or any apparatus for causing ignition shall not be taken on or into any Hazardous Area or any area where explosives or dangerous goods are being handled except for use with equipment covered by a specific work permit, and then only in strict accordance with the conditions of such permit.
- 9.16 No person shall undertake underwater inspections or operations in the vicinity of the Wharves or the fairway or any other place where shipping operations are likely without first having sought and obtained a permit from the Company.

#### **PORT EMERGENCY PLAN**

- 9.17 The 'Port Taranaki Emergency Plan', prepared by the Company, and any additions or alterations thereto which shall from time to time be made shall be considered to be included as part of these conditions. Copies of the Plan may be viewed at the main office or the watchhouse.

## **NEWTON KING TANKER TERMINAL**

9.18 All of the Newton King Tanker Terminal including the areas shown on the plan at page 21, is a Hazardous Area to which access is restricted.

9.19 Any operating procedures for the Newton King Tanker Terminal as published by the Company, and any additions or amendments which may from time to time be made to such procedures, are considered to form part of these conditions. Copies of the operating procedures may be obtained from the Company's main office or the watchhouse.

## **HAZARDOUS SUBSTANCES (including dangerous goods, explosives and toxic substances).**

9.20 The Company shall not be obliged to receive onto the Property any hazardous substances or any goods which in the opinion of the Operations Manager may cause injury or damage. When doubt exists in regard to the nature of goods suspected of being dangerous, the Company may employ a suitably qualified person at the expense of the owner or agent of the goods to assist in deciding upon the action to be taken in regard to such goods.

9.21 The master of any vessel intending to visit the Port shall advise the Operations Manager if any hazardous substances are on board or intended to be loaded onto the vessel at the Port and the quantity and stowage or intended stowage of such hazardous substances. Such advice to the Operations Manager shall be given as early as possible but no later than twenty four (24) hours prior to the vessel's arrival at the Port.

9.22 (a) No person shall bring, land or store upon the Property any hazardous substances without the written consent of the Operations Manager.

(b) All such goods shall be removed by the owner, agent or consignee thereof immediately upon being landed upon the Property and if such owner, agent or consignee shall fail to do so he/she will be held responsible for any injury, damage or loss that may occur through any accident arising therefrom.

(c) Any such goods not so removed may be removed by the Operations Manager and stored in some suitable place and such owner, agent or consignee thereof shall upon demand pay to the Company the costs of such removal and storage.

9.23 Any hazardous substances landed or stored on the Property shall be clearly marked as to contents and the recommended emergency procedures in the case of spillage. Notwithstanding this the appropriate material safety data sheets shall be supplied to the Operations Manager at the time his/her consent is sought to land or store such materials.

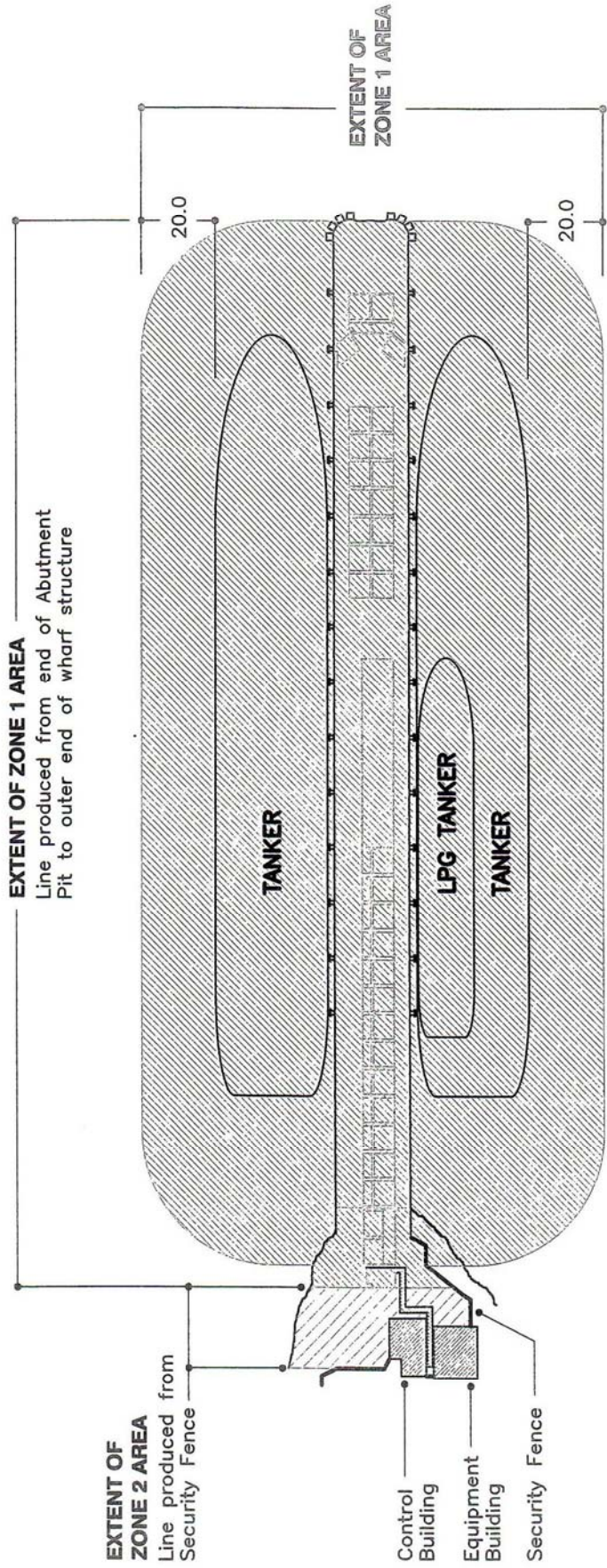
9.24 No person shall place any empty containers that have held hazardous substances on the Property unless such containers have been thoroughly drained and ventilated and all bungs replaced and screwed in tightly, and no such containers shall be left on the Property after working hours without the written consent of the Operations Manager.

9.25 No person shall light or heat any combustible substance or drain any tank or bilge containing any hazardous

substance on board any vessel at the Port without the written permission of the Operations Manager.

9.26 The handling of hazardous substances shall be in accordance with the General Harbour Regulations 2003 and the Hazardous Substances and New Organisms Act 1996 and regulations as they relate to dangerous goods and toxic substances.

9.27 If the Company on reasonable grounds believes that any cargo, consignment of goods or other thing represents an immediate danger to the safety of any person or Property, the Company shall be entitled to take such action as it considers appropriate to eliminate or mitigate such danger and in such circumstances the Port User shall meet all costs and take all reasonable steps to assist with the elimination or mitigation of such danger (including giving its full co-operation in relation to all steps taken or directed to be taken by the Company).



**PLAN VIEW WITH TWO VESSELS ALONGSIDE**

Based on a 20.0 metre minimum clearance on all vessel extremities

These zones apply only when vessels are alongside and cargo operations are under way

NOTE – Extent of Zone 1 when no vessels are alongside the berth:  
Length = unchanged, as shown. Width = width of wharf structure

A 50 metre restricted zones exists off the outer end of the wharf. This restriction applies at all times, regardless of whether ships are alongside

**NEWTON KING TANKER TERMINAL HAZARDOUS ZONES**

## 10. Indemnity

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10.1 All Port Users shall indemnify the Company for any liability to third parties which arise from the activities of the Port Users or any of the Port Users' staff, agents and contractors whilst working within the Port Area.

*Further copies of these conditions are available on request from Port Taranaki Limited or from the Company's website at [www.porttaranaki.co.nz](http://www.porttaranaki.co.nz).*