Port Taranaki
the west gate

STANDARD CONDITIONS OF BUSINESS

Port Taranaki Limited

PortTaranaki
the west gate

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Front cover:- photograph by Pip Guthrie.

1. Introduction and General

1.1 Port Taranaki is operated by Port Taranaki Limited (the Company). The Company will make all reasonable endeavours to maintain its equipment, facilities, floating plant, 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.

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.

1.6 In the event of there being any inconsistency between these conditions and any specific agreement entered into with the Company 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 codes of practice which may at the time be in force. All references to statutes or regulations will include any amendments and/or substitutions.

1.8 These conditions should be read in conjunction with Taranaki Regional Council's 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 any variations and details will be circulated to known holders of these 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 removes 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. Definitions

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

"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 Company to be hazardous and shall include the Newton King Tanker Terminal and the area adjacent to it as shown on the plan at the end of Section 4.

"Marine Services Manager" shall mean the Marine Services Manager of the Company, his/her deputy, or any other employee of the Company authorised by the Marine Services Manager to represent him/her.

"Operational Area" shall mean those areas of the Port Area which are used for the purposes of the commercial undertakings of the Company as shown hatched on the Port Taranaki - Location Plan in Section 3.

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

"Pilotage Area" shall mean the area for Taranaki as described in the Maritime Rules – Appendix 1 Part 90: Pilotage.

"Port" shall mean the Harbour of Port Taranaki.

"Port Area" shall mean and include all those areas of Port and Property as shown outlined in red on the Port Taranaki - Location Plan in Section 3.

"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 the Port Area 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, Wharf or Wharves as herein defined, and other structures, plant or equipment either mobile or static, owned, leased or administered by the Company.

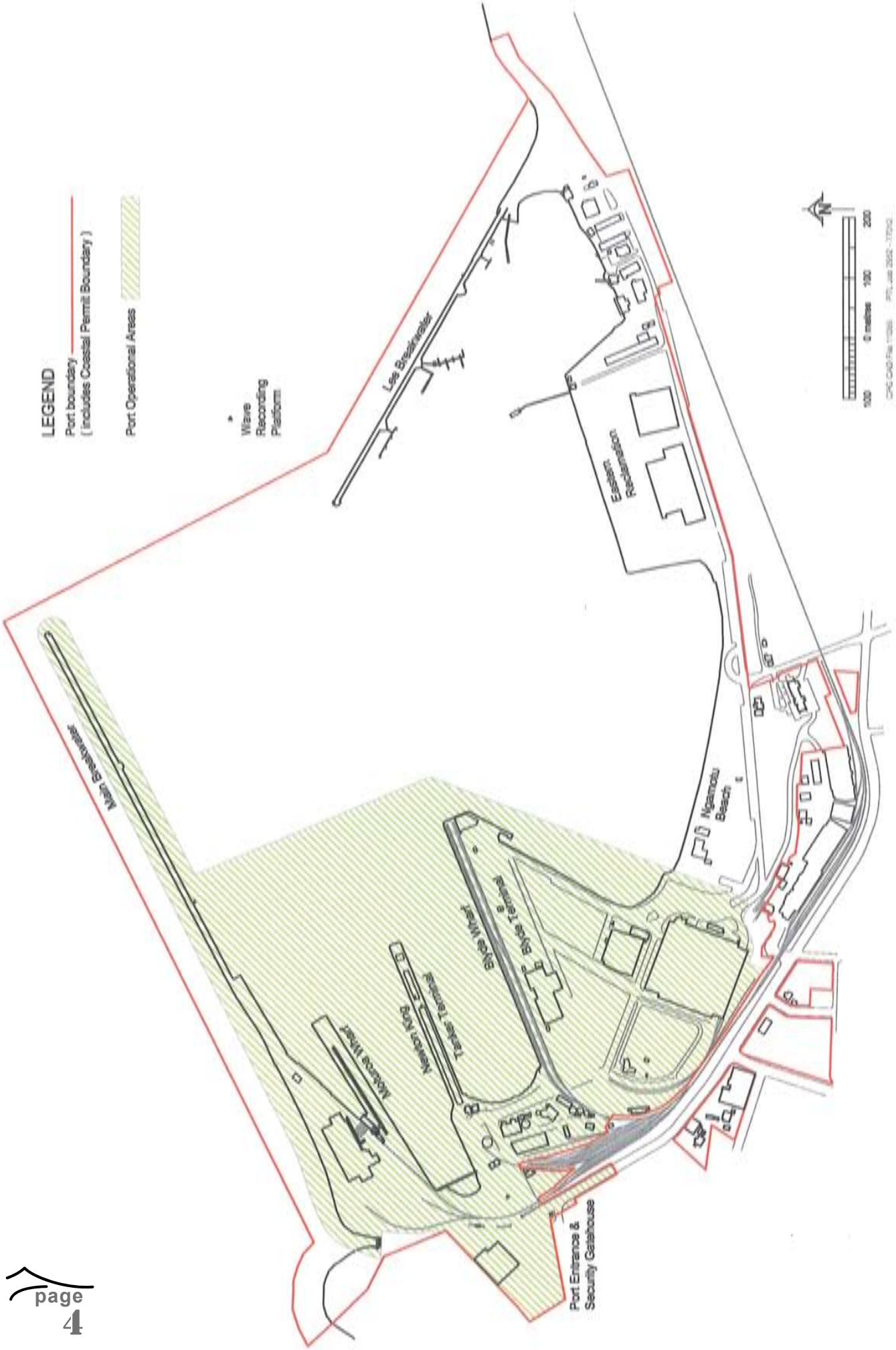
"Ships' Crew" shall mean any member of a vessel berthed at the Port who normally sleeps on board the vessel.

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

"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.

"Wharf"/"Wharves" shall mean all wharves, including the Newton King Tanker Terminal and Blyde 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. Health and Safety

4.1 (a) All persons while 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. When the Company considers it necessary, Port Users may be required to undergo a health and safety audit conducted by the Company's Health and Safety Co-ordinator.

(c) All Port Users, Ships' Crew and visitors shall comply with any requirements that the Company has imposed on its own employees or any further reasonable demands in regard to health and safety, including drug and alcohol policies.

(d) All Port Users, Ships' Crew 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 (2) metres of their usual outdoor worksite.

(iii) Smoking is not permitted in any Hazardous Area.

(e) All Port Users working in the Operational Area must attend and complete a Company site induction course. The induction is valid for two (2) years.

Port Users may, on application to and at the discretion of the Company, be issued with access cards. An administration fee will apply for access cards.

4.2 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) kilometres per hour. Driving lights or headlights on dip shall be operated when travelling within the Operational Area. Hazard lights shall be operated only when stopped and to highlight the vehicle as a hazard.

4.3 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.

4.4 (a) All persons undertaking work by permit or visiting worksites within the Operational Area shall wear safety clothing and equipment of a type that complies with current New Zealand Standards, recognised codes, is approved by the Company and is suitable for the task at hand.

All persons shall wear approved safety footwear, high visibility coveralls, jackets or vests in the Operational Area.

It is the responsibility of the permit applicant to ensure that they provide the necessary protective equipment to their own employees.

(b) Approved appropriate Personal Flotation Devices (PFD) are to be worn by all Company employees and Port Users on any Wharf deck to seaward of a line 1.5 metres from the edge of the Wharf. This requirement will not apply to persons boarding vessels via an approved access point.

(c) 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.

4.5 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.

4.6 No meal or similar tea breaks are to be taken within any Hazardous Area.

4.7 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.

4.8 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.

4.9 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 accident/incident notification form to be completed and lodged as soon as practicable with the Company. The accident/incident notification form may be obtained from the watchhouse which is located at the entrance to the Newton King Tanker Terminal.

4.10 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 as a 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

4.11 Certain work, as outlined but not limited to that in clause 4.12, to be carried out in the Port Area must be carried out in accordance with the Company's permit to work system and a permit may be obtained from the issuing authority at the Newton King Tanker Terminal. Persons undertaking work by permit must have undertaken a Port Taranaki induction and all signatories to the permit system must be trained in the relevant NZQA unit standard.

4.12 Permits must be obtained from the Company before any of the work listed below is commenced. Except in cases of emergency repairs, applications for permits must be made at least twenty-four (24) hours prior to the intended commencement of any work. In most instances the issue of a permit is supported by the completion of a relevant certificate, which when completed will form part of the permit issue.

4.12.1 Permits are required for-

(a) All `hot work', any work in a Hazardous Area, all destructive and non-destructive testing, and all electrical or mechanical isolations.

(b) All `cold work', including but not limited to, 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.

(c) Any entry or partial entry into a confined space where egress or movement is restricted, and was not designed primarily as a place of work, or where there is the potential for reduced oxygen supply or the accumulation of toxic, flammable or explosive gases, fumes or vapours.

(d) All lifting operations or load movements (whether or not they relate to cargo operations) for parcels exceeding twenty (20) tonnes. ISO containers are exempt from this requirement.

4.12.2 Certificates are required for-

(a) Newton King Tanker Terminal Access – required for any work on tanker terminal equipment under the client's/owner's permit to work system, or any low risk visual inspection.

(b) Under/Over Water – required for any work carried out near or over water. Also required for any underwater work involving divers, inside the Main and Lee Breakwaters, and on the Wave Recording Platform.

(c) Fluid/Fuel Transfer – required for the transfer of fluids to or from any vessel by pipeline or road tankers at any berth and for the delivery of fuel to plant and/or mobile storage tanks within the Operational Area.

(d) Excavation – required for all excavations within the Port Area.

(e) Fumigation – in all instances the fumigation process must be carried out in accordance with the Company's procedures.

(f) Isolations – required for mechanical and electrical isolations.

4.13 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.

PORT EMERGENCY PLAN

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

NEWTON KING TANKER TERMINAL

4.15 All of the Newton King Tanker Terminal including the areas shown on the plan at the end of Section 4, is a Hazardous Area to which access is restricted.

4.16 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.

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

4.17 The Company shall not be obliged to receive onto the Property any hazardous substances or any goods which in the opinion of the Company 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.

4.18 The master of any vessel intending to visit the Port shall advise the Marine Services 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 the hazardous substances. Advice to the Marine Services 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.

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

(b) All such goods shall be removed by the owner, agent or consignee immediately upon being landed upon the Property and if the 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 from failure to remove.

(c) If any such goods are not removed, the Company may remove these and store in a suitable place and the owner, agent or consignee shall upon demand pay to the Company the costs of removal and storage.

4.20 Where the storage of any hazardous substance, including fuel and flammables, is permitted by the Company the substances 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.

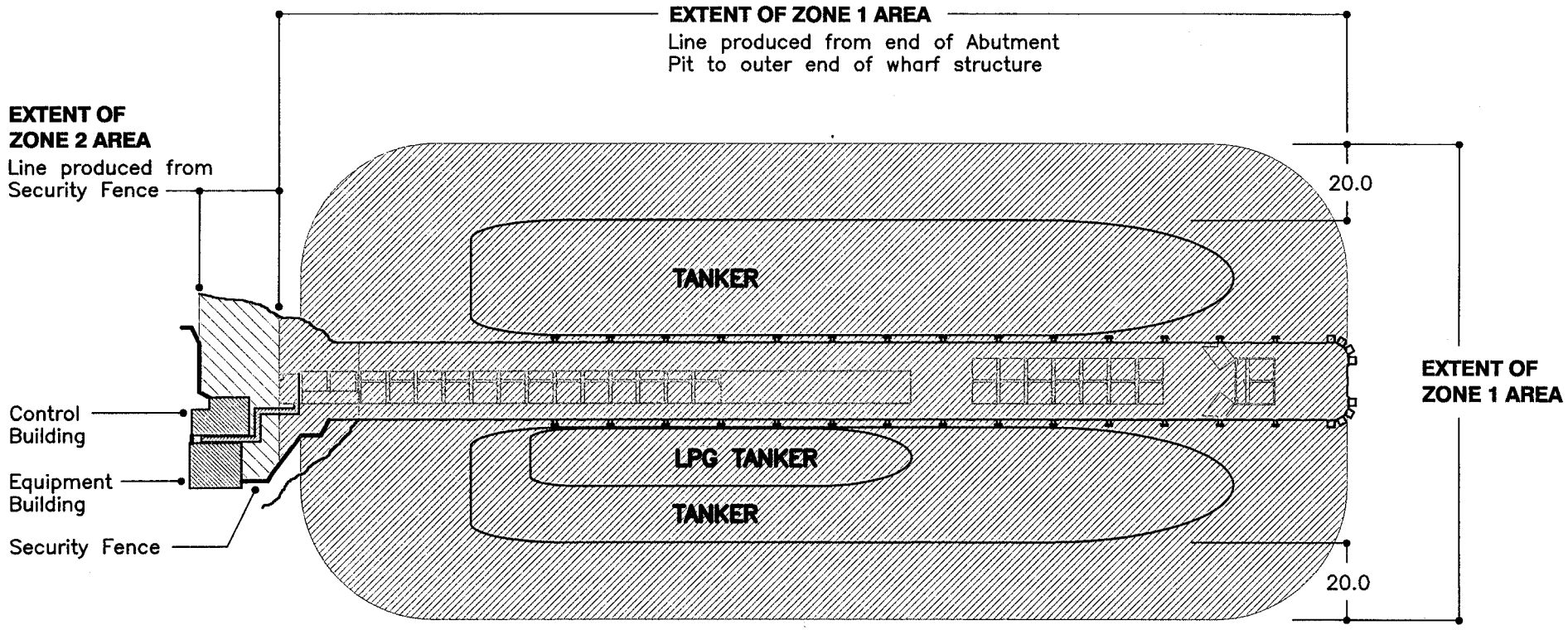
4.21 Any hazardous substances landed or stored on the Property shall be clearly marked as to contents and the recommended emergency procedures in the case of spillage. Notwithstanding this the appropriate material safety data sheets shall be supplied to the Company at the time consent is sought to land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

4.22 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 Company.

4.23 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 Company.

4.24 The handling of hazardous substances shall be in accordance with the Maritime Rules and the Hazardous Substances and New Organisms Act 1996 and regulations as they relate to dangerous goods and toxic substances.

4.25 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 the 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 the 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 mimimum 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

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5. Port Charges

5.1 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 fixed by the Company from time to time. Copies are available on request and on the Company's website.

The berthage rates are indicative only and do not constitute an offer by the Company to provide berthage. The Company reserves the right not to provide berthage at its discretion.

5.2 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 him/herself out as the agent of the vessel, or its owner or master.

5.3 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 him/herself out as the agent of the owner, consignor, or consignee of the goods, or the master or owner of the vessel.

5.4 The Company shall be entitled to -

(i) retain possession of any goods passing through or stored on the Property; or

(ii) 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.

5.5 (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 5.2 and 5.3 shall become liable for all costs, expenses or fees reasonably incurred by the Company in recovering overdue accounts.

6. Entry To and Use of Property and Port

6.1 The Property is owned by the Company. All persons who enter the Property shall at all times obey the orders and instructions of the Company whether written, verbal, or displayed on signs.

6.2 (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 Ocean View 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.

6.3 (a) All vehicles used by Port Users and visitors must be parked appropriately in the designated parking areas within the Port Area.

(b) 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.

(c) 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 while it is on the Property or in the course of removal.

6.4 Every person who uses the Port Area will clean up and remove any rubbish arising from their use to the Company's satisfaction. If clearing and removal is not done to the Company's satisfaction it may be done by the Company and the associated costs recoverable from the respective Port User.

6.5 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 Company.

6.6 The Company prohibits any Port User or member of the public from fishing off the commercial areas, Wharves and boat launches within the Port Area.

6.7 (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 Company.

The owner, driver or person in charge of any vehicle shall, if and when required by the Company 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 the vehicle and/or its load.

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

7. Goods and Cargo

7.1 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 Company.

7.2 The master, owner or agent of any vessel intending to discharge or load goods or cargo at the Port shall -

(a) Produce to the Company 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 the cargo, at least one (1) full working day prior to the goods or cargo being discharged from the vessel.

(b) Produce to the Company a complete cargo manifest or other similar document showing full details of the goods or cargo loaded, including accurate weights and measures of the cargo, no more than ten (10) working days after the loading of the cargo has been completed.

7.3 (a) All goods or cargo placed or landed on Wharves shall be placed or landed or stored as and where directed by the Company.

(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 Company, provided that the Company may give a general authority in writing on such terms as it 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 Company.

(d) The Company shall be entitled to remove any goods placed on the Property in breach of this clause and recover the cost of removal from the persons referred to in clause 5.3.

(e) The Company shall not be responsible in any way for any loss or damage to goods, cargo or articles while they are on the Property or while in the course of removal.

7.4 All Port Users shall comply with the New Zealand Customs Regulations pertaining to export/import delivery orders.

7.5 Port Users shall ensure that all goods, cargo and containers presented to the Company for storage or handling are properly packed, marked and labelled under the Company's operating procedures, do not exceed their stated weight and are in a fit and proper condition to be handled by the Company's equipment and operating procedures usually applied by the Company.

7.6 Unless prior special permission in writing has been obtained from the Company and under its 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 Company may give a general authority in writing on such terms as it sees fit.

7.7 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 goods or cargo from the Wharves shall upon the request of any employee of the Company produce documentation to prove authorisation has been properly obtained. Subject to the relevant 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.

7.8 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. Cargo operations shall be carried out in accordance with the Company's applied procedures taking into account 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.

8. Services and Hireage

Applications for services or hireage shall be made in writing on the appropriate form available from the Marine Services Manager. In the event of circumstances preventing the relevant form from being completed the applicable terms and conditions for the services/hireage will be as if the relevant form had been completed and signed.

9. Shipping

9.1 Applications for the provision of marine services shall be made to the Marine Services Manager, not necessarily in writing, as follows -

(a) The Port User will if possible give the Marine Services Manager seven (7) days notice of a vessel's expected date of arrival at the Port, with an updated ETA forty eight (48) hours prior to the vessel's arrival and thereafter according to the requirements stipulated on the "Vessel Arrival Information Sheet" issued by the Marine Services Manager.

(b) The Company may charge a cancellation fee for any changes of orders for marine services within four (4) hours of Pilot boarding time.

(c) The Marine Services Manager shall allocate the berth, facilities and services as shall in his/her opinion be necessary or desirable to fulfill the services required and otherwise in a reasonable manner having regard to the general and safe operations of the Port.

(d) The Marine Services Manager may instruct that a vessel vacates a berth if he/she considers it necessary having reasonable regard for the general and safe operations of the Port.

(e) The master or agent of a vessel must give the Marine Services Manager an arrival crew list twenty-four (24) hours prior to arrival of every vessel.

9.2 Whenever the services of a Pilot are ordered, required by legislation or applicable Maritime Rules and/or bylaws, or whenever in the interests of the safe operation of the Port the Marine Services Manager considers it necessary or desirable, the Marine Services 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 9.7, 9.8 and 9.10, will apply.

9.3 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 Marine Services Manager. Any approval should be in writing and subject to any conditions which the Marine Services Manager may consider necessary for the safe operation of the Port.

9.4 When pilotage and/or Towage services are provided by the Company the personnel shall cease to be employees of the Company and shall become agents

of the owners of the vessel receiving the services and shall be under the control of the master of that vessel.

9.5 The Company shall not in any case be responsible for any loss arising from any neglect or want of skill of the Pilot. The Company shall not be responsible for any damage from whatever cause to any vessel, or to any person on board such vessel which may arise during the provision of pilotage or Towage services.

9.6 Any Pilot provided by the Company may in his/her absolute discretion and without redress, decline to undertake or terminate any act of pilotage once commenced on grounds of-

(i) the weather conditions; or

(ii) mechanical defects of the vessel; or

(iii) non-availability of crew of the vessel; or

(iv) mechanical defects or non availability for any reason of any required tug assistance; or

(v) any other reason which, in the opinion of the Pilot, the provision of pilotage services may jeopardise the safe navigation of the vessel or the safety of the crew and/or its cargo, or the safety of any other vessel, person or property.

9.7 Towage services inside the Port shall be provided on the basis of the Baltic and International Maritime Council (BIMCO) Towcon 2008 or Towhire 2008 Agreements or the United Kingdom Standard Conditions for Towing (as revised 1986 and amended 2008) as may be deemed appropriate in the reasonable opinion of the Marine Services Manager, and the Agreement shall be fully completed and signed on behalf of the Company and the hirer before the tow commences. Copies of these Agreements are available from the Marine Services Manager.

9.8 Towage services outside the Port shall be provided on the basis of the United Kingdom Standard Conditions for Towing (as revised 1986 and amended 2008) and/or the BIMCO Towcon 2008 or Towhire 2008 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 of these Agreements are available from the Marine Services Manager.

9.9 When the United Kingdom Standard Conditions for Towing (as revised 1986) are to apply to Towage services whether inside or 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 .

9.10 Salvage services shall be provided on the basis of H.6 Lloyds Standard Form of Salvage Agreement (LOF2011) as agreed between the parties. All reasonable endeavours 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 the parties agree that the H.6 Lloyds Standard Form of Salvage Agreement (LOF2011) incorporating the Scopic clause and its appendices shall be deemed to apply to such salvage. Copies of the Agreement and Scopic clause (including appendices) are available from the Marine Services Manager.

9.11 The master of every vessel shall be responsible for the safety and security of their vessels at all times while their vessels are within the Port or Pilotage Area and under no circumstances shall the Company be liable for any loss received by or done to or damage done to or received by such vessels.

9.12 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 Marine Services Manager may think fit, the Company may, through its Marine Services Manager-

(i) cancel an allocation of the tug; or

(ii) deviate from a tow or other work; or

(iii) suspend a tow or other work; or

(iv) terminate or suspend a hire.

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

9.13 No person shall without the consent or authority of the Marine Services 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 Marine Services Manager or at his order and direction.

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

9.15 The master of every vessel at the Port shall keep closed all relevant openings and ensure that no substance is discharged or thrown into the harbour or onto the Wharves or Property, except with the prior approval of the Marine Services 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).

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

(i) 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

(ii) take immediate and appropriate action to contain and clean up the pollution.

9.17 The master or owner of every vessel shall be liable for and agree to indemnify, defend and hold harmless the Company from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any actual or potential marine pollution damage associated with his/her vessel, even where caused wholly or partially by the act, neglect or default of the Company and the provision of pilotage and/or Towage services, their employees, contractors or sub- contractors.

9.18 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.

9.19 No person on 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 Marine Services Manager; providing 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.

9.20 (a) The master of every vessel lying alongside any Wharf shall provide and keep fixed an approved gangway or accommodation ladder including the provision of lights.

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

9.21 No master shall careen, heave down or haul any vessel on shore without the permission of the Marine Services Manager.

9.22 No person shall work or cause to be worked the propeller of any vessel while such vessel is lying at any Wharf, without having first sought and obtained the permission of the Marine Services Manager and, notwithstanding that permission has been given, no person shall work a propeller or cause it to be worked where the working of it 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.

9.23 In the event of an accident or incident involving a vessel the Marine Services 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 5 herein.

9.24 Nothing contained in these conditions shall be construed as or held to deprive the Company, as against any person of any right to claim limitation of liability provided by any applicable law, statute or convention.

10. Indemnity

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

10.2 The Port Users, if required by the Company, shall take out insurance policies of an amount to be reasonably determined by the Company to cover as far as may be legally possible the indemnities included in clause 10.1 and shall provide evidence of such insurances if so requested by the Company.

11. Force Majeure

11.1 The Company shall not be held responsible in any way for any complete or partial loss or damage arising out of a suspension of services resulting from any act of God, strike, lock out, industrial dispute, or any other issue outside of the control of the Company.

Further copies of these conditions are available on request from Port Taranaki Limited's main office at 2-8 Bayly Road, New Plymouth or from the Company's website at www.porttaranaki.co.nz.