



GENERAL CONDITIONS FOR WHARFAGE AND THE PROVISION & USE OF GIPPSLAND PORTS FACILITIES

1. The contracting party shall agree to abide by the provisions of the Marine Safety Act 2010 as amended and subordinate legislative instruments and requirements including all applicable Regulations, Standards, Codes and Conventions.
2. The contracting party shall agree to abide by the provisions of Port Management Act 1995 and the Port Management (Local Ports) Regulations 2015 as amended and applicable to Gippsland Ports
3. The contracting party shall agree to abide by the provisions of the Dangerous Goods Act 1985, as amended, and all Ordinances, Regulations, By Laws, Orders and Proclamations applicable to this application. All dangerous goods must be manifested, transported and stored as required by the Australian Dangerous Goods Code Edition 7.3
4. The contracting party shall agree to abide by the provisions of the Environment Protection Act 1970, as amended, and all Ordinances, Regulations, By Laws, Orders and Proclamations applicable to this application.
5. The contracting party must ensure, for safety reasons, that telephone services are provided to the vessel, and the vessels phone number is indicated on the Wharfage Certificate.
6. The contracting party shall agree to abide by any written or verbal Direction given by the Harbour Master or Port Manager.
7. The contracting party shall agree to abide by the Crown Land (Reserves) Act 1978, as amended and applicable to Gippsland Ports.
8. The contracting party shall agree to allow access to the vessel by Gippsland Ports personnel and/or their agents or representatives.
9. The contracting party shall, within 24 hours of the arrival of the vessel in the Port, lodge with Gippsland Ports Port Manager, an inward manifest containing true and complete particulars, including all details of cargo which is intended to be discharged.
10. The contracting party shall, within 24 hours of the departure of the vessel from the Port, lodge an outward manifest containing true and complete particulars, including all details of cargo which has been loaded.
11. Where Gippsland Ports requires any additional information in respect of any cargo listed on any manifest, the contracting party shall provide such information within 48 hours of being requested.
12. Where a vessel does not discharge any cargo or does not load any cargo within the Port, the contracting party shall, within 24 hours of the departure of the vessel, advise Gippsland Ports that no cargo was discharged or loaded as the case may be.
13. Unless otherwise agreed to by Gippsland Ports, the contracting party shall, within 30 days of the date of an invoice issued by Gippsland Ports, pay to Gippsland Ports all applicable fees and charges relating to the provision of facilities and Wharfage at the rates prescribed by Gippsland Ports from time to time.
14. Where any charge as prescribed in accordance with paragraph 11 remains unpaid after the due date for payment, the contracting party shall pay interest on the unpaid amount, at the rate of 4% above the interest rate fixed pursuant to Section 2 of the Penalty Interest Rates Act 1983, for the period from the due date until the payment date.
15. Unless otherwise agreed to by Gippsland Ports, the contracting party shall ensure that the facilities are clear and cleaned to the satisfaction of Gippsland Ports and that any supplied materials and equipment are returned in the same condition as supplied.