

STANDARD TERMS & CONDITIONS OF PORT ACCESS

THIS AGREEMENT is made between:

Tasmanian Ports Corporation Pty Ltd
[ACN 114 161 938] (“Tasports”)

and

The Vessel Owner or person named in the Application and all of them if more than one (“Principal”) and the Shipping Agent named in the Application (“Shipping Agent”) (for itself and the Principal)

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Definitions

1.1 In this Agreement:

Access Period means the period commencing from the earliest time at which the Vessel enters the Facility or the Channel and expires when the Vessel departs the Facility or the Channel.

Application means the standard form Vessel Movement Advice (VMA) of Tasports. Or for slipping in clause 24 the Application means the Domain Ship Order Form.

Cargo means anything carried or intended to be carried on a Vessel as well as any item in or on which they are contained or with which they are stored or handled.

Contamination means the presence in, on or under land, air or water of a substance (whether a solid, liquid or gas) or matter (whether emitting odour, heat, sound, vibration or radiation) at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment, or results in a non-compliance with, or breach of, any environmental law and requirements and Contaminate has a corresponding meaning.

Facility or Facilities means such part of the land area including all wharf and loading infrastructure located at any Tasports’ Port Area as is usually made available by Tasports for commercial shipping purposes together with the Channel.

Force Majeure means an event, circumstance or contingency beyond the reasonable control of Tasports including but not limited to strike, ban, lockout, riot, civil commotion, difference with or between workmen or other industrial action; accidents to or breakdown of machinery, infrastructure, plant or equipment; interruption or disruption to the supply of electric, gas, water and telecommunication services; blockage, stoppage, accident or hazard in navigable waters; earthquake, lightning, flood, adverse sea and weather conditions, fire, natural disaster, drought, storm, flood, act of God, embargo, blockade, sanctions; terrorism or piracy or the prevention of them; policies or restrictions of governments, action or inaction in connection with any licence, permit or approval; actions, directions, orders or inaction of any lawful authority; war; and all consequences of any of such.

Channel means the customary shipping lanes and deep-water approaches at Tasmania’s ports, the harbour basins, fairways, anchorages, turning areas and alongside any berth or mooring. IMDG Code means the International Maritime Dangerous Goods

Code of the International Maritime Organisation.

Inward Manifest means the completed electronic cargo inward manifest for Australian Customs and Border Protection Service for the relevant port call.

Insolvency Event means being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act 2001 (Cth)) or a person appointed to it or any of its property, being taken under section 459F(1) of that Act to have failed to comply with a statutory demand, being unable to pay its debts, or otherwise insolvent and any analogous act in any jurisdiction.

ISPS means International Ship and Port Facility Security Code.

ISM means International Safety Management Code.

Outward Manifest means the completed electronic cargo outward manifest for Australian Customs and Border Protection Service for the relevant port call.

Pollution means the release or escape of any substance which is or might become hazardous, dangerous, radioactive, oxidising, poisonous, infectious, flammable, explosive, noxious, toxic, corrosive, irritating, offensive, or damaging to health or to property whether or not defined as such by the IMDG Code or any other published source.

Port Area means a major port location at King Island (Currie or Grassy); Flinders Island (Whitemark or Lady Barron); Bell Bay; Hobart; Devonport; Burnie; Stanley; Strahan or Triabunna. **Port Charges** means the schedule of Tasports' charges as published from time to time on Tasports' website: www.tasports.com.au or available on request. **Principal** includes the registered owner, beneficial owner, manager, operator, charterer or hirer on any basis that is the subject of this Agreement or any Application.

Port Charges means the schedule of Tasports' charges as published from time to time on Tasports' website: www.tasports.com.au or available on request.

Principal includes the registered owner, beneficial owner, manager, operator, charterer or hirer on any basis that is the subject of this Agreement or any Application.

Principal's Associates means the: Principal's officers, employees, contractors, agents or any persons claiming through or under them; and Principal's Agent and any agents or contractors engaged by any of the Shipping Agents to carry out work or provide services in the Port in connection with the Principal, the vessel or its cargo or crew.

P&I Club means a Protection and Indemnity Insurance association.

Required Certificates means in relation to a Vessel, a current certificate of entry with a P&I club, a current certificate of

Marine Hull and Machinery insurance, and if so requested by Tasports any other certificate including but not limited to a current classification society's certificate, ISPS certificate and ISM certificates.

Services means any services that are provided by or arranged by Tasports.

Shipping Agent means the Vessel's agent (if any) specified in the Application for Berth or, if no agent is specified in the Application for Berth, the Vessel's agent (if any) who lodged the Application for Berth.

Tasports Information means information published by Tasports from time to time including http://www.tasports.com.au/port_services/port_information.html. Copies are also available on request and any documented protocols and procedures of Tasports.

Vessel means any ship owned, managed, operated, chartered or hired on any basis, or under the control or direction of the Principal that is the subject of this Agreement.

Workers Compensation means any insurance to cover claims, damages or loss in relation to Tasmania WorkCover legislation, including but not limited to Workers Rehabilitation and Compensation Act 1988 and Workers Rehabilitation and Compensation Regulations 2001.

2. Agreement on the Standard Terms and Conditions

- 2.1 This Agreement commences when Tasports receives an Application for access to a Port Area or Facility.
- 2.2 Without affecting clause 2.1, Tasports requires each Application to be in the required form.
- 2.3 By submitting the Application (including by the Shipping Agent) the Principal and the Shipping Agent each acknowledge that they have received, read, understood and agree to abide by the Tasports' Information.
- 2.4 On receipt, Tasports must consider the Application. Notwithstanding clause 2.1, access to or use of any part of the Facility or the Channel is prohibited unless and until Tasports has in its absolute discretion approved the relevant Application.
- 2.5 Tasports reserves the right to amend and change load limits in its absolute discretion at any time at any port.



3. Appointment of Shipping Agent and Warranty of Authority

- 3.1 The Principal and the Shipping Agent each warrant for themselves and for each other that the Principal has engaged the Shipping Agent to act as its agent on the Principal's behalf with the Principal's full authority for all purposes of and in connection with this Agreement.
- 3.2 Each of the Principal and the Shipping Agent must notify Tasports immediately of:
- (a) any termination of such engagement;
 - (b) the name of any replacement Shipping Agent the Principal appoints following such termination; and
 - (c) any change in the ownership or management of a Vessel during the Access Period.
- 3.3 The warranties in clause 3.1 are continuing warranties.

4. Shipping Agent's Responsibilities

- 4.1 The Shipping Agent must:
- (a) inform itself and the Principal;
 - (i) of the Tasports Information;
 - (ii) of all other documents and procedures of Tasports that are or may be relevant to the Principal;
 - (b) notify the Principal of the Port Charges and collect from the Principal and pay all relevant disbursements, fees and charges including the Port Charges to Tasports within the time required;
 - (c) ensure the Principal is informed promptly of any directions from Tasports;
 - (d) not less than 24 hours before access by the Vessel provide to Tasports a copy of all Required Certificates;
 - (e) promptly give to Tasports a copy of all notifications and information required by law in respect of the Vessel and the Principal and its/their activities including, but not limited to those that can affect human health, safety and the environment; and
 - (f) provide these terms and conditions to the Principal for each ship visit to one of Tasports' ports.

- 4.2 The Shipping Agent is jointly and severally liable with the Principal to make all payments that are due to Tasports pursuant to clause 4.1(b) and clause 8 of these terms.
- 4.3 The Shipping Agent must not endanger or permit its agents, contractors or visitors to endanger another user of the Facility and the Channel and any part of it or them including but not limited to multi-user areas and the wharf apron. The Shipping Agent indemnifies Tasports for all costs and consequences of their breach of this clause.
- 4.4 Clause 4 does not affect clause 2.

5. Use of Facility

- 5.1 Access to and use of the Facility and the Channel and any part of it or them is granted only for purposes that are:
- (a) lawful; and
 - (b) permitted by Tasports in its sole discretion.
- 5.2 The Principal or Vessel never has any right of exclusive occupation or use of any of the Facility, the Channel or any part of them.
- 5.3 No representation or warranty is made by Tasports concerning the adequacy or suitability of the Facility or the Channel or any part of them for the Vessel or for or in connection with any use or intended use. This includes when information is provided verbally or in writing from time to time by Tasports, its workers, agents and/or contractors.
- 5.4 The Principal and the Shipping Agent must each make its own enquiries and at its own cost take any necessary advice concerning:
- (a) all matters referred to in clause 5.3; and
 - (b) as to the relevance, applicability, meaning, effect and consequences of the Tasports Information and all other documents, procedures and directions of Tasports.
- 5.5 The Principal must not endanger or obstruct or permit its agents, contractors or visitors to endanger or obstruct another user of the Facility and the Channel and any part of it or them including but not limited to multi-user areas and the wharf apron. The Principal indemnifies Tasports for all costs and consequences of its breach of this clause.
- 5.6 Access to and use of the Facility and the Channel or

any part of them (including but not limited to withdrawal, change and the imposition of any conditions) is always subject to the direction of Tasports which may be given at any time.

- 5.7 The Principal and the Shipping Agent shall ensure that any Facilities used by the Principal or any of the Principal's Associates are kept and maintained in good condition (having regard to the Facilities age and general condition) and the Principal shall ensure that any Facilities used are left in a good, clean and operational condition after use.
- 5.8 If any Facilities are not left in the condition required under clause 5.7, Tasports may carry out any work necessary to put the Facilities into the condition required and the costs of the work shall be paid by the Principal.
- 5.9 The Principal shall ensure that neither it nor any of the Principal's Associates causes any damage to the Facilities or any other property in the Port, and if damage occurs the Principal is liable it.

6. Term

This Agreement commences when Tasports receives an Application and continues unless terminated under clause 31, until the vessel is clear of the designated port area.

7. Withdrawal of Access or Hire

- 7.1 Tasports reserves the right to grant, refuse, withdraw or impose and change conditions in respect of access to or use of the Facility or the Channel (or any part of either or both of them) when:
- (a) the Facility or any part of it is unsuitable for use;
 - (b) the Channel or any part of it is unsuitable for use;
- or
- (c) when necessary, for any other reason; all in the sole opinion of Tasports.
- 7.2 The Principal and the Shipping Agent must abide by Tasports' direction (or that of its delegate) in all matters pertaining to use and access to the Facility or the Channel (or any part of either or both of them).
- 7.3 Tasports shall refund to the Principal or the Shipping Agent any monies paid in advance in the event of a refusal or withdrawal of access. The amount of any such refund shall be calculated by Tasports (acting reasonably) and the Principal and/or Shipping Agent agree to abide by Tasports' decision.

- 7.4 No compensation is ever payable by Tasports in respect of any grant, refusal, withdrawal or imposition and change of conditions in connection with access to or use of the Facility or the Channel, including without limitation in connection with any change in the Facility, the Channel (or any part of them) or in connection with any discretion or direction of Tasports.
- 7.5 Tasports is never liable in any circumstances for any remote, consequential or indirect loss or damage including, but not limited to, loss of hire, loss of profit, or loss of or additional costs of use.

8. Port Charges

- 8.1 The Principal and/or the Shipping Agent must pay the Port Charges in Australian Dollars promptly and in full as soon as they fall due.
- 8.2 Tasports has the right in its discretion to invoice a Principal and/or the Shipping Agent for advance payment of Port Charges before arrival of a vessel. When Tasports does so, prompt payment of those Port Charges are due on receipt of the relevant invoice.
- 8.3 Subject to clause 8.2, Port Charges including wharfage, pilotage, tonnage, towage and other ancillary port services are due for payment within 14 days from the date of invoice.
- 8.4 Port Charges must always be paid in full in cleared funds and without discount, deduction, counterclaim or set-off, and regardless of any dispute between Tasports, the Principal and/or the Shipping Agent.
- 8.5 The Principal must reimburse Tasports' costs incurred as a result of complying with any law in relation to a Vessel. The costs referred to in this clause include, but are not limited to, costs incurred for the provision of security or security related services.
- 8.6 In the event of late payment of any Port Charges or other sums the Principal must pay interest (1.5% per month above the current cash Commonwealth Bank of Australia interest rate) on monies exceeding Tasports' trading terms.

9. Cargo Manifests and Documentation

- 9.1 The Principal and/or Shipping Agent must ensure that:
- (a) each Inward Manifest in the required form is

lodged by email within two (2) business days after a Vessel berths at the Tasports port.

- (b) each Outward Manifest in the required form is lodged by email within two (2) business days of Vessel departure.

9.2 The Principal and/or Shipping Agent must lodge with Tasports any additional information reasonably requested by Tasports concerning any Cargo within 24 hours of a written request.

10. Acknowledgements by the Principal and the Shipping Agent

10.1 The Principal and the Shipping Agent each acknowledge and agree that they are responsible for the acts and omissions of each of their respective workers, agents, contractors and visitors to the Vessel.

10.2 The Principal and the Shipping Agent each warrant that any information they provide or shall provide to Tasports is accurate and complete. The Principal and the Shipping Agent each acknowledge that any and all such information shall be relied on by Tasports.

10.3 The Principal must indemnify Tasports against loss caused by the Principal's act, omission or conduct in the course of its access to or use of the Facility or the Channel or otherwise in connection with the Vessel or Cargo including but not limited to:

- (a) loss or damage to Tasports' property including the Facility and the Channel or any part, with the exception of fair wear and tear;
- (b) claims by any person against Tasports in respect of personal injury or death or loss of or damage to any property;
- (c) claims by any person against Tasports in respect of loss of use, interruption or delay;
- (d) costs incurred by Tasports in defending such claims; and
- (e) Tasports' loss, damage or expense of any kind whatever and however arising in connection with any Contamination or Pollution.

11. Compliance with Legislative Requirements and directions

11.1 The Principal and the Shipping Agent must each comply with all applicable laws and the Tasports information.

11.2 The Principal and the Shipping Agent must each immediately and strictly comply with every:

- (a) direction of Tasports;
- (b) direction of Tasports in connection with access to or use of the Facility;
- (c) direction of any person authorised by statute to give directions including pursuant to Maritime Transport and Offshore Facilities Security Act 2003 (Cth); Australian Maritime Safety Authority Act 1990 (Cth) and Marine and Safety Authority Act 1997 (Tas) as in force from time to time provided that nothing in clause 11.2 affects the master's duty and lawful discretion concerning the safety of a Vessel, persons and Cargo.
- (d) direction given by anyone working with the Australian Quarantine and Inspection Service, the Australian Customs and Border Protection Service or any other relevant regulatory authority in connection with the Vessel's visit to the Port.

11.3 The Principal and the Shipping Agent must each ensure compliance by each of their respective agents, workers, contractors and visitors with all applicable laws, port regulations, the Tasports' Information and the terms of this Agreement.

11.4 Tasports has the ability to conduct Health, Safety and Environment audits on the Principal and the Shipping Agent and their agents, workers, contractors and visitors, as required.

12. Induction

The Principal shall ensure that it and the Principal's Associates undertake any port induction briefings or courses as and when required by Tasports in relation to anything connected with the Vessel's visit to the Port Area.

13. Hazardous Substances

13.1 The Principal must not, without Tasports' prior written consent use or allow the Facility, or any Port waters to be used for the use, transfer, handling, movement, carriage, placement or storage of any hazardous, dangerous, flammable, explosive, noxious, damaging, toxic, corrosive, irritating, offensive, radioactive, oxidising, poisonous, or infectious substance, whether or not defined as any such by the IMDG Code or any other published source.

13.2 The Principal must continually comply with all applicable codes and conventions for the permitted use transfer, handling, movement, carriage, placement or storage of such substances.

14. Environmental Obligations

14.1 The Principal must not cause or permit any Contamination.

14.2 The Principal must immediately and on becoming aware of any Contamination or potential breach of its obligations under clauses 11-13 or pursuant to the Environmental Management and Pollution Control Act 1994 (Tas); Pollution of Waters by Oil and Noxious Substances Act 1987 (Tas) or any environmental laws or requirements, give written notice to Tasports with sufficient particulars of each occurrence and then:

- (a) promptly provide such further information as Tasports may reasonably require;
- (b) upon lawful request from Tasports or a competent authority at the Principal's own expense clean-up, remediate and rectify any Contamination that was caused or contributed to through negligence, acts or omissions of the Principal's workers, agents, contractors or visitors; and
- (c) comply with any lawful direction issued by Tasports or a competent authority in connection with any Contamination and its consequences including as to the time to carry out any such direction.

15. Safety

15.1 The Principal and the Shipping Agent each acknowledges that work, health and safety on and in connection with a Vessel is at all times the responsibility of the Principal and the master of the Vessel.

15.2 The Principal must obtain any permits when required by law.

15.3 The Shipping Agent acknowledges that work, health and safety of the Shipping Agent's workers, contractors and agents are at all times the responsibility of the Shipping Agent.

15.4 The Principal must:

- (a) use best endeavours to ensure that its workers are not exposed to conditions or practices that have the potential to cause personal injury;
- (b) fully comply with all work, health and safety laws, including the Work Health and Safety Act 2012 (Tas) and Work Health and Safety Regulations;
- (c) use best endeavours to ensure that its workers and invitees comply with all applicable work, health and safety requirements and Tasports' Health, Safety and Environmental policies and procedures;

- (d) immediately notify Tasports of any matter which is notifiable to WorkSafe Tasmania (or successor entity) or notifiable pursuant to the provisions of any work, health and safety law.
- (e) ensure that Tasports is given prompt access to the Facilities, the Vessel and any information that is reasonably required by Tasports in order for Tasports to check and monitor the Principal's compliance with its obligations under these terms.

16. Emergency

The Principal and the Shipping Agent must, in the event of emergency, accident or threat to security, must notify the emergency services by dialling 000 and contact Tasports on 1300 664 007. The Principal and the Shipping Agent must provide Tasports and any emergency services with such access, assistance and information as either of them may lawfully and reasonably require.

17. Notification

The Principal and the Shipping Agent must:

- (a) on becoming aware of any breach or potential breach or damage or potential damage to property of Tasports or the Facility or any injury or potential injury to any person promptly advise Tasports; and
- (b) no later than 24 hours after the occurrence of such damage or injury or potential damage or injury lodge a detailed written report with Tasports. reasonably require.

18. Port Security

18.1 The Principal must inform itself of, and strictly comply with, the requirements of the Maritime Transport and Offshore Facilities Security Act 2003 (Cth) (if relevant) as in force from time to time including any modification or substitute.

18.2 The Principal acknowledges that the Port Area may be a Security Regulated Port within the meaning of that Act.

19. Service Providers to Vessels

19.1 Access for third parties engaged by the Principal to provide services may be given, withheld or given subject to conditions by Tasports, acting lawfully.

19.2 The Principal and the Shipping Agent must each inform visitors of Tasports' security and induction requirements.

20. Towage

- 20.1 Subject to Port Charges in clause 8, all Towage rates are charged on the basis of the gross registered tonnage of a vessel as recorded in the current volume of Lloyd's Register of Shipping. In the case of vessels with more than one gross tonnage, towage charges are based on the higher figure. Annual towage rates are set out on Tasports' website.
- 20.2 A minimum of two and a half hours' notice is required for confirmed ordering or amending of orders for tug services. Tentative ordering in advance is required to properly alert crews.
- 20.3 Tasports offers and the Principal accepts the provision of towage service on these terms, in the event Tasports determines towage services are required, or the Principal requests them.
- 20.4 All work undertaken is subject to the United Kingdom Standard Conditions for Towage and Other Services (revised 1986) amended by Tasports 2014 (available at http://www.tasports.com.au/shipping_and_towage/index.html).
- 20.5 All towage services are undertaken to the best of Tasports ability. Tasports does not accept any responsibility for any delay, loss or damage to a vessel from any detention of a tug or tugs by another vessel or for any other reason.
- 20.6 If at any time a situation develops or an incident occurs outside the scope of normal towage operations that threatens the safety of the vessel or its crew, port infrastructure, the environment or the community, assistance will be provided to the best of Tasports' ability under the circumstances. Tasports reserves the right to negotiate the terms under which such assistance is rendered.
- 20.7 The Principal releases Tasports its workers, agents and contractors from claims and liability in connection with towage of vessels to the extent permitted by law.
- 20.8 Where Tasports is precluded from excluding its liability by law, the liability of Tasports is limited to the value of the re-supply of the services.

21. Pilotage

- 21.1 Pilotage is compulsory for vessels over 35m Length Overall (LOA) unless the vessel's Master has exemption under the relevant legislation.
- 21.2 Tasports offers and the Principal accepts provision of compulsory pilotage services.

- 21.3 The Principal agrees to abide by the duty pilot's discretion in decisions as to the cessation of operations due to weather and operational circumstances.
- 21.4 The Principal releases Tasports, its workers, agents and contractors from all claims and liability in connection with pilotage of vessels to the extent permitted by law.
- 21.5 Where Tasports is precluded from excluding its liability by law, the liability of Tasports is limited to the value of the re-supply of the services.

22. Stevedoring

- 22.1 The Principal is responsible for agreeing terms with the provider of stevedoring services and Tasports is under no obligation or responsibility of any kind in respect of any provider of such services, or in respect of any statement, act or omission of any provider of such services.
- 22.2 The Principal must ensure that any provider of stevedoring services on Tasports' property has a Tasports' operating licence and understands and agrees to abide by the obligations outlined in clauses 10 to 14, and clause 17 as well as undertaking every 24 months, or as advised, the Tasports' online induction course.

23. Linesmen and Mooring

- 23.1 The Principal releases Tasports and its workers, agents and contractors from any claim or liability in connection with the shifting and mooring of vessels to the extent permitted by law.
- 23.2 Where Tasports is precluded from excluding its liability by law, the liability of Tasports is limited to the value of the re-supply of the services.

24. Slipway

- 24.1 Slipping is carried out and remains at the discretion of Tasports' Slipway Supervisor.
- 24.2 Slipping will not proceed unless and until the following ordering requirements are received by Tasports from the Principal:
- (a) an Application attaching a full list of work that is to be undertaken in the form of a written specification which must be provided to the Slipway Supervisor at least 24 hours prior to slipping;
 - (b) a declaration from the Principal or Principal's Associates advising whether the vessel is coated with

paint containing Tributyltin (TBT);

- (c) the Principal or Principal's Associates must provide certificates of currency for public liability insurance (minimum \$20 million) and workers compensation coverage as per clause 26 on arrival at the layby berth; and
- (d) the Principal or Principal's Associates must have completed a Tasports online induction before entering the slipway or Port Area.

24.3 Tasports reserves the right at its absolute discretion to stop any work proceeding that may place any part of the slipway, equipment, vessel/s or any person at risk of loss, damage or injury.

24.4 If the Slipway Supervisor and the fitter require other labour for setting up the slipway it will be arranged by the Slipway Supervisor and charged at the relevant labour hire rates to the Principal's account. The Principal or Principal's Associates cannot supply labour to set up the slipway, except by private treaty with Tasports.

24.5 The Principal is responsible for ensuring that:

- (a) the vessel, its contents and equipment are secure against theft and unlawful entry;
- (b) all fittings on, and contents of the vessel are secure during slipping and return to the water, and whilst on the slip; and
- (c) prior to return to the water, the vessel is seaworthy and all hull openings are closed.

24.6 The Principal releases Tasports its workers, agents and contractors from claims and liability in connection slipping to the extent permitted by law.

24.7 Where Tasports is precluded from excluding its liability by law, the liability of Tasports is limited to the value of the re-supply of the services.

25. Supply of Water and Other Services

25.1 The Principal must ensure that fresh water supplied at the Facility is not used for industrial or commercial purposes, such as washing down decks or ballast.

25.2 The Principal and the Shipping Agent must each carry out and abide by all relevant requirements of the Tasports' Information in connection with the provision by Tasports of any services including but not limited to water, waste disposal, quarantine, bunkering, power supply and use of

gangways or other equipment.

26. Insurance

26.1 The Principal and Shipping Agent warrants continuously that it has in force at all times Marine P&I, and Marine Hull and Machinery cover in respect of a Vessel.

26.2 The Principals and/or the Shipping Agent's contractors or tradespeople seeking to work on the Facility warrants continuously that it has in force at all times public liability insurance, and acceptable Workers Compensation coverage.

26.3 The Principal and Shipping Agent must provide evidence, to the reasonable satisfaction of Tasports, of the provider's identity and of the certificates of currency of such insurances.

27. Release and Force Majeure

27.1 Tasports is not liable for any delay or failure in the performance of any obligation under this Agreement if such delay or failure arises in whole or in part from Force Majeure. If affected by Force Majeure Tasports must give the Principals and the Shipping Agent notice in writing without delay and must take all reasonable steps to minimise the delay or failure of performance.

27.2 The Principal and the Shipping Agent release Tasports from all actions, suits, claims arising directly or indirectly as a consequence of Force Majeure.

28. GST

28.1 In this clause:

- (a) "GST" means GST within the meaning of the GST Act;
- (b) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

28.2 Except where stated otherwise an amount payable by a party for a taxable supply made by another party under this Agreement is expressed as a GST exclusive amount.

28.3 If this Agreement requires a party to pay an amount in respect of an expense or liability ("Reimbursable Expense") incurred by another party ("Payee") to a third party, the Reimbursable Expense must be net of any input tax credit to which the Payee is entitled in respect of the reimbursable expense.

28.4 If a party makes a taxable supply under this Agreement,

then the party liable to pay for the taxable supply must also pay to the supplier the GST payable in respect of the taxable supply at the time payment for the taxable supply is due.

28.5 A party is not obliged under this clause to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.

29. Notices

29.1 The provisions of this clause 29 do not apply to any direction or communication of an operational nature by workers, agents or contractors of Tasports.

29.2 A notice under this Agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) transmitted by facsimile to that person's address.

29.3 A Notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- (b) if sent by pre-paid mail, on the third business day after posting; or
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

30. Dispute Resolution

29.1 This Agreement and any disputes arising under or in connection with it shall be subject to the laws in force in the State of Tasmania.

28.2 Each party submits to the non-exclusive jurisdiction of the Courts in Tasmania.

31. Termination

31.1 This Agreement may be terminated by Tasports on not less than 7 days' notice.

31.2 If the Principal or the Shipping Agent is affected by an Insolvency Event Tasports may terminate this Agreement immediately by notice to the affected party.

32. Entire Agreement

Access, use, and any services are only provided pursuant to this Agreement. This Agreement constitutes the entire agreement of the Parties as to its subject matter and supersedes all prior representations, communications and agreements (if any) between the Parties in connection with its subject matter.

33. Severability of Provisions

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

34. General Provisions

34.1 Nothing in this Agreement, whether express or implied, and no conduct of Tasports affects the responsibility of the master of a Vessel for the safety of the Vessel.

34.2 All rights, immunities, indemnities and limitations of liability in this Agreement continue to have their full force and effect in all circumstances and notwithstanding any breach of this Agreement by Tasports or any other person entitled to the benefit of such provisions.

34.3 Each provision of this Agreement capable of having effect after termination of this Agreement survives the termination of this Agreement.

34.4 This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties. The Principal or the Shipping Agent may not assign this Agreement without Tasports' consent.

34.5 Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.