National Terminal Carrier Access Terms and Conditions

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National Terminal Carrier Access Terms and Conditions

IMPORTANT Please note that these terms and conditions provide that:

1. Fees payable for accessing and using the Terminal are set out in the Public Tariff Schedule, available on the Customer Portal (see clause 10.1). DP World may amend the fees from time to time. Please review the Public Tariff Schedule.

2. We may close a Terminal at our discretion and on short notice if there is an Unforeseen Event (see clause 8.3). We may also cancel a Slot.

3. You should notify us of any damage to a Container or Truck before departing the Terminal (see clause 15.1). You must lodge any damage claim within 3 months of the incident (see clause 13.1).

1. Introduction

A. DP World Australia Limited (**DP World**), through its wholly-owned subsidiaries, provides container stevedoring services at port terminals throughout Australia (**Terminals**). The Terminals are operated by the corresponding DP World subsidiary (**Terminal Operating Entity**) set out in Appendix 1 to these terms and conditions.

B. This Agreement outlines the terms and conditions on which DP World, as agent for the relevant Terminal Operating Entity, agrees to allow Carriers and their Employees to use and access the relevant Terminal.

Agreed terms

2. Definitions and interpretation

2.1 Definitions

Adequate Procedure means adequate procedures as referred to in section 7(2) of the Bribery Act 2010 (UK) and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010 (UK) or steps and actions undertaken by a Party which is substantially similar to those set out under the Bribery Act 2010 (UK) to prevent the use of bribery and corruption within the Party's organisation.

Agreement means the agreement comprising these terms and conditions (including the introduction, any schedules and the appendices) as may be amended from time to time.

Annual Registration Fee means the annual registration fee due once annually by no later than 1 July for the following year and set out in the Public Tariff Schedule.

AOD Policy has the meaning given to that expression in clause 13.1(a).

Booking means an arrangement between a Carrier and DP World for DP World to provide Truck Servicing at a Terminal for a Truck operated by the Carrier.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Jurisdiction.

Carrier means a person engaged in a business of transporting Containers to or from a Port by Truck.

Carrier Access Code has the meaning given to that expression in clause 7.3.

Carrier Class means the level of VBS access allocated to a Carrier from time to time, as determined in accordance with the Carrier Matrix.

Carrier COR Systems has the meaning given to that expression in clause 18.1.

Carrier Matrix means the Terminal-specific system for the classification of Carriers into Carrier Classes, as more fully described in Appendices 2 through 5.

Carrier OHS Systems has the meaning given to that expression in clause 13.1(b)(i).

Chain of Responsibility Law means, in so far as it applies to the Jurisdiction, any Law relating to chain of responsibility obligations, including in relation to driver fatigue, fatigue management, vehicle mass and dimension, vehicle maintenance, loading requirements (including load restraint), speed management, towing and coupling requirements, vehicle permits, transport documentation for goods, Container weight declarations, dangerous goods and/or any other matters relating to the safe operation of vehicles, and includes the Heavy Vehicle National Law.

Compay means the payment system available to Carriers to process payments to DP World.

Container means any shipping, freight or intermodal container or other like transport and storage unit for moving products or materials between locations.

Control has the meaning given to that term in the Corporations Act.

Corporations Act means *Corporations Act 2001* (Cth).

Customer Portal means the online customer portal for Carriers, which is available at customer.dpworld.com.au/caremore/login.

Dangerous Goods Law means, in so far as it applies to the Jurisdiction, any Law relating to the carriage or storage of dangerous goods or hazardous substances.

Damage Notification Procedure has the meaning given to that expression in clause 15.3.

DP World has the meaning given to that expression in paragraph A in the Introduction.

DP World Group means DP World and any of its Related Entities, including any of the Terminal Operating Entities.

DP World Systems has the meaning given to that expression in clause 13.1(a).

Driver Induction and Accreditation Training means the Terminal-specific safety and access training provided by DP World and required to be completed by the Carrier's Employees on the 1-Stop Site.

EIDO has the meaning given to that expression in clause 9.1(g).

Employee means:

(a) in relation to a Carrier and in so far as such persons may access a Terminal or have any dealing with DP World:

(i) any of its employees, officers, agents, contractors or subcontractors; and

(ii) any of the employees or contractors of such agents, contractors or subcontractors; and

(b) in relation to the DP World Group and in so far as such persons may have any dealing with the Carrier, any of its employees, officers, agents, contractors or subcontractors, other than the Carrier.

Event of Default means any one or more of the following:

(a) the Carrier breaches any provision of this Agreement (including but not limited to payment of the Annual Registration Fee and any other fees advertised on the Public Tariff Schedule), the breach is capable of remedy and the Carrier does not remedy that breach within 7 calendar days after receipt of written notice to the Carrier requiring it to be remedied;

(b) the Carrier breaches all or any part of clause 7.3(b) (Carrier Access Codes);

(c) the Carrier breaches all or any part of clause 8.4 (Slot Pooling and Resale);

(d) the Carrier breaches any material provision of this Agreement and the breach is not capable of remedy;

(e) there is a change in Control of the Carrier;

(f) the Carrier is subject to an Insolvency Event; and

(g) any other event occurs or circumstance arises which, in the reasonable opinion of DP World, is likely to affect materially and adversely the ability of the Carrier to perform all or any of its obligations under or otherwise to comply with the terms of this Agreement, and that event or circumstance continues for at least 7 calendar days after receipt of written notice to the Carrier from DP World.

Export Container means a Container that is to be unloaded from a Truck at a Terminal and which enters or is to enter that Terminal in respect of a Booking.

FIT means DP World's Brisbane Terminal at Fisherman Islands.

Free Storage Period has the meaning given in clause 9.2

FRT means DP World's Fremantle Terminal.

Health and Safety Law means in so far as it applies to the Jurisdiction, any Law relating to workplace health and safety including any Chain of Responsibility Law and any SOLAS Requirement.

Heavy Vehicle National Law means the Heavy Vehicle National Law applicable in the relevant Jurisdiction.

Import Container means a Container that is to be loaded on to a Truck at a Terminal and which exits or is to exit that Terminal in respect of a Booking.

Insolvency Event means any of the following, or any analogous, events:

(a) the Carrier disposes of the whole or any part of the Carrier's assets, operations or business other than in the ordinary course of business;

(b) the Carrier ceases, or threatens to cease, carrying on its business;

(c) the Carrier suspends payment of its debts;

(d) where the Carrier is a body corporate:

  (i) the Carrier becomes (or steps are taken by any person towards making the Carrier become) an externally-administered body corporate under the Corporations Act; or

  (ii) a controller (as defined in the Corporations Act) is appointed over any of the property of the Carrier or any steps are taken for the appointment of a controller; or

(e) where the Carrier is a natural person:

  (i) any step is taken for the Carrier to enter into any arrangement or compromise with, or assignment for the benefit of, the Carrier's creditors or any class of the Carrier's creditors; or

  (ii) the Carrier commits an act of bankruptcy.

Jurisdiction means the Australian state or territory in which the relevant Terminal is located.

Law means any requirement of any applicable standard, code of practice, award, statute, ordinance, proclamation, by-law, rule or regulation.

Liability Floor Amount means the amount of $1,000.

List or **Listing** means a process used by Carriers through the VBS to return a Slot for which the Carrier has previously made a Booking to:

(a) make it available to other Carriers for Booking; or

(b) make a new Booking in the same Slot or Time Zone for the purpose of changing the specification of the Booking as import, export, import/export or unspecified.

Loss means loss, damage, liability, charge, outgoing, cost, payment or expense of any nature or kind, including in relation to any claim.

MSIC means a Maritime Security Identification Card.

No Show Fee has the meaning given to that expression in clause 14.1(e).

Parties means DP World and the Carrier.

PBT means DP World's Port Botany Terminal.

Port means the port at which the Terminal is located.

Personal Protective Equipment (PPE) has the meaning given to that expression in clause 18.5(a)(ii).

Pre-receival Advice (PRA) has the meaning given to that expression in clause 16.2.

Public Tariff Schedule means the schedule of tariffs published on the Customer Portal as varied from time to time.

Related Entity has the meaning given to that expression in the Corporations Act.

Slot means an opportunity for the making of a Booking within a Time Zone.

SOLAS Requirement means any Law introduced pursuant to the Safety of Life at Sea (SOLAS) Convention of the International Maritime Organisation.

Terminal has the meaning given to that expression in paragraph A in the Introduction.

Terminal Appendix means any of the Terminal-specific appendices attached to this Agreement.

Terminal Operating Entity has the meaning given to that expression in paragraph A in the Introduction.

Terminal Traffic Regulations has the meaning given to that expression in clause 18.5 and are commonly known as Terminal Traffic Management Plans.

Time Zone has the meaning given to that expression in clause 8.1.

Truck means a vehicle used to transport a Container to or from a Terminal by road. A Truck is operated by a Carrier if the Truck is used for the purposes of the business of the Carrier by the Carrier or by any of its Employees.

Truck Identification Number or BAT means the unique identifier of a Truck as registered with DP World and/or the number of a Truck as displayed on the registered number plates of that Truck.

Truck Servicing means the loading or unloading of Containers onto or from Trucks at a Terminal, and includes any service that is incidental to that loading or unloading.

Truck Trip means the entry and subsequent exit of a Truck into a Terminal pursuant to a Booking for the purposes of receiving Truck Services from the relevant Terminal Operating Entity.

Unforeseen Event has the following meaning:

(a) in the case of PBT, has the meaning given to that expression in PBLIS Mandatory Standards (as defined in Terminal Appendix 2)*;* and

(b) in the case of FIT, FRT and WST, means anything outside DP World's reasonable control, including without limitation, fire, flood, drought, storm (or other adverse weather conditions), lightning, act of God, peril of sea or

air, explosion, radioactive or chemical contamination, sabotage, accident, embargo or trade restriction, blockade, labour dispute, strike or shortage, civil commotion, curfew, act of war, actual or threatened act of terrorism, pressure waves caused by aircraft or other devices, meteorites, epidemic, plague, quarantine or expropriation, confiscation or nationalisation of container park assets by government authority.

Vehicle Booking System or **VBS** means the vehicle booking system operated by DP World through the 1-Stop Site.

Working Day in relation to a Port, means that part of the day during which work is carried on in the Port.

WST means DP World's West Swanson Terminal.

1-Stop Site means http://www.1-Stop.biz, the website platform through which DP World operates the VBS.

1-Stop Terms means the terms and conditions set out in the User Guide located on the 1-Stop Site.

2.2 Interpretation

In this Agreement, the following rules of interpretation apply unless the context requires otherwise:

(a) the singular includes the plural and conversely;

(b) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(c) a reference to legislation or to a provision of legislation includes a modification, re-enactment of or substitution for it and a regulation or statutory instrument issued under it;

(d) unless stated otherwise, one word or provision does not limit the effect of another;

(e) where the Carrier is prohibited from acting or omitting to act in a certain way, the Carrier must ensure that each of its Employees complies with such prohibition;

(f) "including" and similar expressions are not words of limitation;

(g) no provision of this Agreement will be construed adversely to a Party because that Party was responsible for the preparation of this Agreement;

(h) if a provision or part of a provision of this Agreement is illegal, invalid or unenforceable, then that provision or part is severed from this Agreement and this Agreement otherwise remains unaffected; and

(i) in the event of any inconsistency between the body of this Agreement and a Terminal Appendix, the Terminal Appendix will prevail.

3. Agency

(a) The Parties acknowledge that:

(i) DP World is a party to this Agreement in its own right and as agent for the relevant Terminal Operating Entity;

(ii) DP World may enforce this Agreement in its own right and for and on behalf of each relevant Terminal Operating Entity; and

(iii) the relevant Terminal Operating Entity is bound by, and must comply with, the terms of this Agreement.

(b) DP World warrants that it has authority to enter into this Agreement as agent for the relevant Terminal Operating Entity.

4. Access Agreement

(a) Subject to DP World's acceptance of a Carrier's application for credit and for use of the Vehicle Booking System (VBS) (including, if applicable, any security provided in connection with that application), the Carrier may use and access the Terminals on and subject to the terms set out in this Agreement.

(b) By using the VBS, the Carrier will be deemed to have accepted and agreed to this Agreement.

(c) A Carrier acknowledges and agrees that DP World may vary or amend the provisions of this Agreement and the fees set out in the Public Tariff Schedule from time to time, provided any such variation or amendment is communicated to the Carrier via publication on the 1-Stop Site and the Customer Portal at least 30 calendar days before the variation takes effect (**Notice of Change**).

(d) If a Carrier continues to use the VBS after such Notice of Change is made then the Carrier will be deemed to have accepted and agreed to such variation or amendment.

Section 1 – Vehicle Booking System

5. Overview

The Carrier may access the Terminal by booking a Slot through the VBS using a unique Carrier Access Code, as described more fully in clause 7.3. A Carrier wishing to use the VBS must be registered (or re-registered, if applicable) as a VBS user. Registration requirements are set out in clause 7.

6. VBS Access

The VBS is accessible through the 1-Stop Site. A Carrier's VBS usage rights shall be determined in accordance with the Carrier Matrix.

7. Registration Requirements

7.1 Registration

(a) The VBS may be used by bona fide Carriers only. For the purposes of this Agreement, a "bona fide" Carrier is a person engaged in a business of transporting Containers to or from a Port by Truck. By registering with the VBS, a Carrier warrants that it is a bona fide Carrier.

(b) In order to register as a VBS user, the Carrier must complete and submit a Truck registration form on the 1-Stop Site setting out the Truck Identification Number for each Truck requiring access to a Terminal.

(c) If DP World has reasonable grounds to suspect that a person seeking access to the VBS or an existing VBS user (in each case, a ***relevant person***) is not a bona fide Carrier:

(i) the relevant person must provide such information as may be reasonably requested by DP World to verify the relevant person's status as a bona fide Carrier;

(ii) DP World may suspend the relevant person's VBS registration application or VBS usage rights (as applicable) and Terminal access pending receipt by DP World of the information referred to in (i); and

(iii) if the relevant person fails to supply the information in (i) or DP World determines (in its discretion) that the information supplied under (i) does not verify the relevant person's status as a bona fide Carrier, DP World may terminate the relevant person's registration application or usage rights (as applicable) and any Terminal access rights.

7.2 Registration Fee

(a) Access to the VBS is conditional upon, among other things, payment of the Annual Registration Fee to DP World.

(b) The Annual Registration Fee will be charged on 1 July each year.

7.3 Carrier Access Codes

(a) Upon successful VBS registration, a Carrier is issued with a unique carrier access code (**Carrier Access Code**) for the purpose of accessing and using the VBS. The Carrier is responsible for safeguarding its Carrier Access Code. DP World is entitled to assume that any person who accesses the VBS using a Carrier Access Code is duly authorised by the relevant Carrier to do so and does so for and on behalf of that Carrier.

(b) A Carrier must ensure that it and its Related Entities together use no more than one Carrier Access Code to make Bookings through the VBS. A Carrier must not use the Carrier Access Code issued to any other Carrier.

(c) A Carrier can make a Booking during the Carrier's relevant "Class Booking Period" (as defined in the relevant Terminal Appendix).

8. Time Zone Information

8.1 Time Zones

Each Working Day is split into the following 24 periods within which a Truck is required to arrive at a Terminal for the purpose of being provided with Truck Servicing pursuant to a Booking (each period being a **Time Zone**):

Daily Time Slot		Full Prefix Codes	
Times	Zone ID	IMP	EXP
0000 – 0059	00	00I	00E
0100 - 0159	01	01I	01E
0200 - 0259	02	02I	02E
0300 – 0359	03	03I	03E
0400 – 0459	04	04I	04E
0500 – 0559	05	05I	05E
0600 – 0659	06	06I	06E
0700 – 0759	07	07I	07E
0800 – 0859	08	08I	08E
0900 – 0959	09	09I	09E
1000 – 1059	10	10I	10E
1100 – 1159	11	11I	11E
1200 – 1259	12	12I	12E
1300 – 1359	13	13I	13E
1400 – 1459	14	14I	14E
1500 – 1559	15	15I	15E
1600 – 1659	16	16I	16E
1700 – 1759	17	17I	17E
1800 – 1859	18	18I	18E
1900 – 1959	19	19I	19E
2000 – 2059	20	20I	20E
2100 – 2159	21	21I	21E
2200 – 2259	22	22I	22E
2300 – 2359	23	23I	23E

Slot numbers consist of 9 alpha-numeric characters. The first 2 numeric characters indicate the relevant Time Zone based upon the 24-hour clock system. These characters are followed by 1 alphabetical character to indicate whether the Slot is an import Slot (I) or an export Slot (E). The last 6 numeric characters are the sequential Slot numbers.

8.2 Additional Slots

Additional Slots may be advertised from time to time on the 1-Stop Site. In the event an additional Slot is made available, the relevant Carriers will be notified accordingly via the 1-Stop Site. Additional Slots will be available on a first come first served basis.

8.3 Notified Closures

(a) DP World may close a Terminal at its discretion by giving Carriers not less than 24 hours' prior notice. Slots will be removed over the closed period.

(b) Notwithstanding sub-clause (a), DP World may close a Terminal by giving Carriers less than 24 hours' prior notice if an Unforeseen Event occurs. Where possible, DP World will ensure that the Slots immediately prior to closure will have a reduced Truck Servicing period of 40 minutes to enable completion of Truck Servicing by the end of the relevant Time Zone.

8.4 Slot Pooling and Resale

Under no circumstances may a Carrier pool or aggregate Slots and attempt to resell those Slots to other Carriers. Carriers must comply with the provisions of the relevant Terminal Appendix governing the Booking and Listing of Slots.

8.5 Bulk Stack Run In & Out

A Carrier may apply on the 1-Stop Site for a Bulk Run In and/or Bulk Run Out. Any Bulk Run approval issued by DP World (at its sole discretion) will be subject to the relevant Terminal's specific requirements including but not limited to minimum number requirements and Carrier class booking periods, and to payment of the “Stack/Bulk Run In/Out” fees specified in the Public Tariff Schedule (**Stack Run In/Out Fee**).

8.6 Listing of Slots

(a) A Carrier may List a Slot in accordance with the procedure described in the 1-Stop Terms.

(b) If a Carrier (**Transferee**) acquires a Booking that has been Listed by another Carrier (**Transferor**), the responsibility for complying with the terms and conditions relating to that Slot vests in the Transferee on transfer.

(c) If a Carrier seeking to transfer a Booking by Listing a Slot is unable to transfer that Booking, the Carrier will remain liable for complying with the terms and conditions relating to that Slot including, if the Carrier does not utilise the Slot, the payment of a No Show Fee.

(d) A Carrier may not List a Slot after the relevant Time Zone has commenced.

9. Information Requirements

9.1 Information

The Carrier must provide all information specified in the VBS by no later than ten (10) minutes before the Truck arrives at the Terminal. Such information may without limitation include the following:

(a) the Truck Identification Number of the Truck and the identity of the driver of the Truck that will complete a Truck Trip in respect of a Booking at the Terminal;

(b) with respect to the relevant Container, details about the relevant vessel including the ship code and voyage number;

(c) the commodity group (e.g. Reefer, General, Empty, Out of Gauge, Hazardous);

(d) the length of the Container (e.g. 20’, 40’, 45’);

(e) the Container number;

(f) whether the Container is full or empty;

(g) the Electronic Import Delivery Order (**EIDO**) PIN (if applicable); and

(h) in the case of packed Export Containers, the verified gross mass of the Container together with any other information required to be provided in accordance with the SOLAS Requirements.

9.2 Import Delivery Times

(a) Import Containers must be collected within the first three (3) Working Days commencing on and from the date specified on the 1-Stop Site (**Free Storage Period**).

(b) The Carrier shall pay the charge specified in the Import Storage Fee Schedule available on the Customer Portal in respect of any Import Container that remains stored after the Free Storage Period.

9.3 Export Receival Times

Slots for the receipt of Export Containers are available during a set receival period prior to the arrival of the relevant vessel. These periods shall be advertised on the 1-Stop Site.

10. VBS Fees

10.1 Fees - General

In consideration of allowing a Carrier to access and use the Terminal in accordance with this Agreement, the Carrier must pay DP World the relevant fees specified in the Public Tariff Schedule. The Fees include the following:

(a) **Annual Registration Fee**, as described in clause 7.2;

(b) **VBS Administration Fee**, which will be payable for each confirmed Slot regardless if the Slot is subsequently listed, swapped, or cancelled by the Carrier;

(c) **Stack Run In/Out Fee**, as described in clause 8.5;

(d) **Manual Processing Fee**, as described in clause 10.2 below;

(e) **Late Arrival/Wrong Zone Fee**, as defined in clause 14.1 below;

(f) **No Show Fee**, which will be payable in the circumstances described in clauses 8.6, 14.1 and 17.2(b);

(g) **1-Stop Carrier Cancellation/ Reconnection Fee**, which will be payable in circumstances where a Carrier's access is cancelled in accordance with this Agreement, and subsequently reinstated;

(h) **Container Turning Fee**, which will be payable if a Truck arrives with Container doors facing the incorrect way for loading into the modules or if a Carrier wishes to turn a Container after having been loaded at the modules (FIT only);

(i) **Chain of Responsibility Fee**, which is payable per full import Container (FIT only);

(j) **Chain of Responsibility Overweight Fee**, which will be payable when a Truck departing the Terminal is shown to be overweight at the exit gate

weighbridge and the Truck is re-directed into the Terminal to have a Container removed (FIT only);

(k) **RFID Tag Fee**, which will be payable in respect of radio frequency identification tags fitted on Trucks entering the Terminal (PBT and FRT only);

(l) **Direct Return of Empty Booking Fee**, which is payable when Direct Return Empties are delivered to the Terminal;

(m) **PBLIS Administration Fee**, which is payable in connection with the PBLIS Mandatory Standards (PBT only); and

(n) **Sideloader Fee**, which will be payable by the Carrier on sideloader trailers collecting Import Containers (PBT and FRT only).

10.2 Manual Processing Fee

(a) A manual processing fee (**Manual Processing Fee**) will apply to any Container which is not manifested via the VBS auto gate screen for the corresponding Slot.

(b) The Manual Processing Fee will not apply to the processing of hazardous Export Containers or to break bulk processing.

11. Carrier Class Rules

The Carrier Matrix is used by DP World to determine a Carrier's Carrier Class, and is more fully described in the Terminal Appendices.

Section 2 – Obligations relating to, and conditions for access to, the Terminals

12. Driver MSIC and Accreditation

12.1 Training

(a) The Carrier’s access to the relevant Terminal is conditional upon each of its Employees:

(i) having successfully completed the relevant Terminal's Driver Induction and Accreditation Training;

(ii) holding and maintaining a current, valid licence to operate the Truck in the Jurisdiction; and

(iii) obtaining and maintaining a valid MSIC.

(b) Driver Induction and Accreditation Training must be conducted every 2 years unless refresher training is required earlier as determined by DP World.

12.2 No liability

No member of the DP World Group will be liable for any delay incurred or suffered by the Carrier, any of the Carrier’s Employees or any third party as a result of any

failure of, or delay by, the Carrier or any of its Employees to comply with the requirements in clause 12.1.

13. General Safety Obligations

13.1 General Safety Obligations

(a) The Carrier must, and must ensure that its Employees, at all times when on site at a Terminal, conduct themselves in a safe manner and in compliance with:

(i) all applicable Laws; and

(ii) the DP World induction, policies and procedures applicable to the Terminal and with all directions issued by DP World or the relevant Terminal Operating Entity (together, the **DP World Systems**) including with respect to health and safety matters, and DP World agrees to make the DP World Systems reasonably available to the Carrier and its Employees. The DP World Systems include, without limitation, DP World's Alcohol and Other Drugs Policy (**AOD Policy**).

(b) The Carrier must:

(i) implement, maintain and enforce its own systems, policies and procedures (**Carrier OHS Systems**) to ensure its compliance, and the compliance of its Employees, with all applicable Laws;

(ii) ensure that the Carrier OHS Systems are drafted (and regularly reviewed) by appropriately experienced and qualified persons based on recent and relevant risk assessments undertaken by similarly appropriately experienced and qualified persons;

(iii) ensure that its Employees understand and are adequately trained in the Carrier OHS Systems and the DP World Systems; and

(iv) provide DP World with copies of the Carrier's OHS Systems if requested.

(c) The Carrier must:

(i) report to DP World immediately (and in any event prior to the Carrier's departure from the Terminal) any incident involving any damage or injury to any property or person or any hazard or potential hazard which occurred or was identified by the Carrier or any of its Employees at the Terminal. The Carrier must complete an incident statement detailing what occurred;

(ii) co-operate and make itself or its Employees reasonably available for investigations into incidents;

(iii) lodge a damage claim within three (3) months of the incident. The claim must be submitted via email to CCT.claims@dpworld.com.au attaching all supporting documentation including photographs;

(iv) ensure that its Trucks are maintained in good, suitable and roadworthy condition and comply with all Laws, including in respect of road registration and speed limiting devices;

(v) ensure that it has a sufficient number of Trucks and Employees to adequately and safely perform its obligations in this Agreement; and

(vi) without limiting any other obligation in this clause 13.1, ensure that its Employees take all reasonable steps to ensure that all Containers and/or loads are transported in a safe and secure manner and in accordance with relevant international and national Laws.

(d) If DP World reasonably determines that a Carrier's Employee is not acting in accordance with the requirements set out in this Agreement, DP World may require the Carrier to replace such Employee. If the Carrier or the relevant Employee does not comply with this requirement, DP World may require the Carrier or the relevant Employee to complete refresher training, temporarily suspend the Carrier's access to the Terminal or permanently prohibit the Carrier's access to the Terminal.

13.2 Code of Conduct

(a) The Parties must at all times when accessing a Terminal or otherwise communicating with each other:

(i) act with honesty, integrity and fairness;

(ii) show respect for others;

(iii) not improperly use any information, funds, equipment, property or facilities belonging to the other Party;

(iv) avoid real or apparent conflicts of interests; and

(v) carry out work in a conscientious and competent manner.

(b) Each Party must ensure that its Employees comply with the obligations in clause 13.2(a).

14. Arrival Procedures at the Terminal

14.1 Arrival Procedures

(a) A Carrier must book a Slot for every Container it wishes to collect from or deliver to a Terminal.

(b) A Carrier is required to arrive at the Terminal for Truck Servicing within the relevant Time Zone. For example, a Carrier that has booked the Time Zone "08" Slot must arrive at the Terminal between 0800hrs and 0859hrs.

(c) Access to the Terminal by a Carrier for a Booking prior to the commencement of the Time Zone for that Booking will be at DP World's discretion.

(d) Access to the Terminal for a Booking after the conclusion of the Time Zone for that Booking will be at DP World's discretion and, if such access is

granted, the Carrier may be required to pay DP World the "Late Arrival/ Wrong Zone Fee" applicable to the relevant Terminal, specified in the Public Tariff Schedule (**Late Arrival/Wrong Zone Fee**).

(e) If a Carrier fails to attend a Booking (including where such failure is the result of the Carrier's compliance with the requirement of any government authority for customs or biosecurity matters), the Carrier will be charged a "no show fee" at the rate applicable to the relevant Terminal, as specified in the Public Tariff Schedule (**No Show Fee**).

(f) The Carrier must verify the Container number of any loaded Containers before they depart the Terminal.

(g) The Carrier's Employees must present their MSIC at the security gate at the entrance and exits to the Terminal (and at such other times as may be requested by DP World or Maritime Security Guards from time to time).

(h) Entry to the Terminal is subject to compliance by the Carrier and its Employees with the DP World conditions of entry detailed on the signage at the entrance to the Terminal. By entering the Terminal, the Carrier and its Employees are deemed to have accepted such conditions.

14.2 Drug and Alcohol Testing

(a) Carriers and their Employees may be required to participate in Drug and Alcohol testing carried out by or on behalf of DP World at the Terminal. Without limiting the obligations set out in clause 13, an Employee must not:

(i) drink alcohol, or smoke or consume illicit drugs at the Terminal; or

(ii) enter the Terminal if under the influence of alcohol or illicit drugs.

(b) If a Carrier's Employee fails to comply with any requirement relating to Drug and Alcohol testing, DP World may refuse Terminal entry, or suspend or permanently prohibit Terminal access, to the relevant Employee.

(c) If a Carrier's Employee undergoes a random drug or alcohol test and returns a positive result inside a DP World property (***Relevant Employee***), the Carrier must:

(i) replace the Relevant Employee in order for the Carrier to be permitted by DP World to continue to operate the Truck; and

(ii) arrange for the safe transportation home of the Relevant Employee.

(d) Without limiting the obligations of the Carrier or any of its Employees under the AOD Policy, if DP World believes that an act or omission of a Carrier's Employee amounted to, or may amount to, an actual or potential breach of the AOD Policy:

(i) DP World may require the Employee to participate in Drug and Alcohol testing; and

(ii) the Carrier to whom the Employee relates must on demand pay DP World the costs incurred by DP World in conducting the testing, including in respect of the labour and time of any DP World Employee in procuring or carrying out such testing.

15. Departure Procedures at the Terminal

15.1 Import

(a) The Carrier must ensure that the correct Container is loaded onto the Truck prior to departure from the Terminal by verifying the Container number.

(b) The Carrier must secure twistlocks to the Container and ensure that the Container is correctly seated in all four corners.

15.2 Export

The Carrier must ensure that all Export Containers to be unloaded have been removed from the Truck prior to the Truck's departure from the Terminal.

15.3 Damage Notification Procedure

(a) Prior to departing a Terminal, the Carrier must notify the relevant Terminal Operating Entity of any:

(i) damage to the Container or Truck which should reasonably have been noticed by the Carrier;

(ii) injury to any person; or

(iii) hazard or potential hazard.

in accordance with the procedure outlined in clause 13.1(c) (**Damage Notification Procedure**).

(b) Neither the Carrier nor any of its Employees shall make any Claim, whether under or in connection with this Agreement or at law, against the DP World Group or any of its Employees for any loss or claim which is not notified to DP World in accordance with the Damage Notification Procedure.

(c) If any damage to the Container or Truck is discovered by the Carrier that could not have been reasonably noticed by the Carrier after departure from the Terminal, the Carrier must notify the relevant Terminal Operating Entity of the damage to the Container or Truck within three (3) days of its discovery.

16. Documentation Requirements

16.1 Obligation to provide information

(a) The Carrier must comply with any applicable legal and regulatory obligations with respect to the provision of information relating to Containers and their cargo.

(b) The Carrier warrants that all information supplied under this clause 16 is complete and accurate in all respects.

16.2 Export Containers

With respect to Export Containers, the Carrier must upload a pre-receival advice (**PRA**) to the 1-Stop Site for all Export Containers (whether full or empty) prior to their arrival at the Terminals.

16.3 Import Containers

An EIDO must be lodged electronically through the VBS before being manifested.

16.4 Hazardous Imports & Exports

(a) Prior to completion of the Truck manifest process on the VBS and to entry into the Terminal, a Carrier authorised to deliver or collect a Container carrying hazardous or dangerous materials must lodge all relevant documents required, and comply with all rules and regulations issued, by the relevant government authority in respect of that Container and its cargo, including the Dangerous Goods Law.

(b) Without limiting the Carrier's obligations under any other provision in this Agreement, including with respect to compliance with Laws, a Carrier must not deliver or collect a Container unless it has complied with its obligations under sub-clause (a) and the Carrier's Employee has received all appropriate training, and is duly qualified and authorised, to handle hazardous or dangerous materials.

17. Container Availability

17.1 No holds

The Carrier is responsible for verifying that each Import Container is available and clear of any holds for delivery prior to the arrival of the Carrier at the Terminal.

17.2 Unpaid storage fees

(a) A Carrier will not be able to manifest a Container on the VBS if the Container is subject to unpaid storage fees.

(b) In circumstances where a Carrier attempts to manifest a Container on the VBS with unpaid storage fees, the Carrier may elect to either:

(i) pay all such fees to DP World via Compay prior to being able to manifest the Container on the VBS; or

(ii) not pay the unpaid storage fees, in which case the Carrier will:

(A) not be permitted to manifest the Container on the VBS; and

(B) be required to pay to DP World the No Show Fee.

18. Chain of Responsibility & SOLAS Requirements

18.1 Chain of Responsibility Law

(a) The Carrier acknowledges and agrees that DP World takes its responsibilities under the Chain of Responsibility Law seriously.

(b) Without limiting any other provision in this Agreement, the Carrier must comply with, and ensure that its Employees comply with, the Chain of Responsibility Law and retain proper, complete and accurate records of such compliance.

(c) The Carrier must maintain policies, procedures and systems in relation to compliance with and management of the Carrier's and its Employees' obligations under the Chain of Responsibility Law (**Carrier COR Systems**), including in respect of the following:

(i) Container and axle group weights;

(ii) fatigue management;

(iii) driver schedules and log books, including work and rest hours;

(iv) speed;

(v) presence and condition of Container seals; and

(vi) hazardous placards.

(d) The Carrier must provide evidence of its compliance with the requirements of this clause 18 if requested by DP World from time to time.

(e) A Carrier must ensure that the Carrier COR Systems are drafted (and regularly reviewed) by appropriately experienced and qualified persons based on recent and relevant risk assessments undertaken by appropriately experienced and qualified persons.

(f) A Carrier must ensure that its Employees understand and are adequately trained in:

(i) the Carrier COR Systems; and

(ii) any policies, procedures or systems of DP World relating to Chain of Responsibility Laws.

(g) A Carrier must provide the appropriate Truck combinations having regard to the size and nature of the relevant Container including with respect to dimensions, mass and load restraint.

(h) The Carrier must immediately report to DP World any instance where the Carrier has received a penalty or notice from a relevant road authority relating to non-compliance or potential non-compliance with the Chain of Responsibility Law.

(i) If, in DP World's reasonable opinion, a Carrier has failed to comply with an obligation under the Chain of Responsibility Law, DP World may:

(i) suspend the Carrier's right to access the Terminal until such time as the Carrier has demonstrated to the satisfaction of DP World that such failure has been remedied; and/or

(ii) notify the relevant regulator in the event of becoming aware of a breach.

18.2 Truck Mass Limits

Without limiting its obligations under clause 18.1, the Carrier:

(a) must ensure that the individual axle group weights and gross mass of its Trucks are within the legal limits required for the transport of goods by road;

(b) must ensure that all equipment used to transport cargo to and from the Terminal complies with all legal requirements and weight restrictions and is adequately and appropriately maintained and fit for purpose;

(c) must ensure that any goods packed in a Container do not exceed the Container's gross weight or safety approval rating and Container's gross weight inscribed on the Container's Convention for Safe Containers Plate;

(d) must provide a "complying container weight declaration" (as defined in the Heavy Vehicle National Law) to DP World; and

(e) acknowledges that DP World:

(i) relies on cargo weight advices supplied by other parties in the supply chain, including the Carrier and its Employees, as being true and correct; and

(ii) will not be liable for any inaccuracies or omissions in such advices.

18.3 Dimension

Without limiting its obligations under clause 18.1, the Carrier must ensure that:

(a) the dimensions of its Trucks are within the legal limits required for the transport of goods by road; and

(b) all over-dimensional cargo is transported in compliance with all Laws, including any requirement to seek the prior approval of any relevant authority.

18.4 Fatigue Management

(a) Without limiting the Carrier's obligations under clause 18.1, the Carrier must ensure that its Employees do not exceed their maximum regulated hours for driving and working.

(b) DP World will use its reasonable endeavours to provide notifications via the 1-Stop Site of any excessive delays within the Terminal gates. In circumstances where DP World believes, acting reasonably, that:

(i) activity within a Terminal may cause or contribute to delays; and

(ii) as a result of the delays, cancellation of the relevant Slots is required for fatigue management in respect of the Carrier's Employees,

DP World may, subject to compliance with Laws and this Agreement, cancel the relevant Slots.

(c) Notwithstanding DP World's obligation in clause 18.4(b), the Carrier remains responsible for managing its fatigue-related obligations under the Chain of Responsibility Law.

18.5 Terminal Traffic Regulations

(a) The Carrier acknowledges that DP World has policies and procedures for the regulation of traffic within the Terminals (**Terminal Traffic Regulations**). The Terminal Traffic Regulations include, among other things:

(i) the Terminal's specified speed limits;

(ii) a requirement to remain in the Truck cabin while inside the Terminal yard at all times unless the Truck and relevant Employees are in a designated safe zone and the Employees are wearing appropriate personal protective equipment (**PPE**) as outlined in the site safety induction;

(iii) a requirement to give way to all Terminal vehicles or emergency vehicles at all times;

(iv) a prohibition on driving under suspended loads;

(v) a prohibition on driving through Container stacks and cutting corners;

(vi) a requirement to remain on the main roadways;

(vii) a prohibition on parking in the long travel path of rubber tyred gantries (RTG's);

(viii) a prohibition on parking or making U-turns in the area adjacent to the rear (wharf side) track of the quay cranes where ship lids are stowed; and

(ix) a requirement to maintain awareness of heavy machinery in the Terminal yard.

(b) The Carrier must ensure that it and its Employees comply with the Terminal Traffic Regulations, as they may be amended from time to time.

(c) Without limiting clause 18.5(b), the Carrier must not bring any weapons, children or animals into the Terminal.

18.6 Trucks must use In Gates and Out Gates

(a) Without limiting clause 18.5, a Carrier must ensure that all its Trucks:

(i) only enter a Terminal by joining the service line for entry into that Terminal and by passing through a designated "In Gate" for that Terminal;

(ii) only exit a Terminal by passing through a designated "Out Gate" for that Terminal; and

(iii) do not enter or exit a Terminal by any means other than as set out in clauses 18.6(a)(i) and 18.6(a)(ii).

(b) Truck passengers shall not be permitted entry to the Terminal other than in accordance with clause 18.6(c).

(c) A Truck passenger seeking entry to the Terminal for the purpose of driver training must:

(i) obtain the prior written approval of DP World's Port Facility Security Officer (PFSO) (please refer to the relevant Terminal Appendix for contact details);

(ii) hold a valid MSIC; and

(iii) comply at all times with this Agreement and the applicable policies and procedures in place at the relevant Terminal.

18.7 Safety Clothing and Personal Protective Equipment

The Carrier must ensure that its Employees wear Australian Standards compliant required PPE as outlined at the relevant Terminal induction and in the relevant Terminal's policies and procedures.

18.8 Availability of DP World policies

Where DP World requires a Carrier or any of its Employees to comply with a DP World policy that has been recorded in written form, DP World must:

(a) make available a copy of that policy (as may be amended from time to time) on the Customer Portal; and

(b) communicate any amendments to the policy via publication on the 1-Stop Site and the Customer Portal.

19. Dangerous Goods

(a) The Carrier acknowledges and agrees that DP World takes its obligations in relation to the transport of dangerous goods seriously.

(b) Without limiting the Carrier's obligations set out in clauses 15.1 and 16.4 or anywhere else in this Agreement or at Law, the Carrier must, and must ensure that its Employees:

(i) comply with the Dangerous Goods Law;

(ii) understand and adhere to DP World's policies and procedures with respect to the transport of dangerous goods at the Terminals;

(iii) comply with all reasonable requests of and directions by DP World with respect to compliance with Dangerous Goods Law; and

(iv) provide evidence of compliance with this clause 19 and the Dangerous Goods Law, if requested to do so from time to time by DP World.

(c) The Carrier must:

(i) implement, maintain and enforce policies, procedures and systems to ensure its compliance with the Dangerous Goods Law (**Carrier DG Policies**);

(ii) ensure that the Carrier DG Policies are drafted (and regularly reviewed) by appropriately experienced and qualified persons based on recent and relevant risk assessments undertaken by appropriately experienced and qualified persons; and

(iii) ensure that its Employees understand and are adequately trained in the Carrier DG Policies.

20. Liability and Indemnity

20.1 Carrier indemnity

The Carrier indemnifies the DP World Group and its Employees (each, a **DP World Indemnified Person**) in respect of any Loss which a DP World Indemnified Person pays, suffers, incurs or is liable for in connection with:

(a) a breach of any Law by the Carrier or any of its Employees;

(b) personal injury (including sickness or death) caused by an act or omission of the Carrier or any of its Employee;

(c) loss of, or damage to, any tangible property caused by an act or omission of the Carrier or any of its Employee;

(d) any breach of this Agreement by the Carrier or any of its Employees;

(e) any wrongful act or wrongful omission (whether negligent or not) of the Carrier or any of its Employees; or

(f) any claim by a third party arising out of any act or omission of the Carrier or any of its Employees in any way connected with this Agreement,

except to the extent that the Loss is directly attributable to the negligence or wrongful act or wrongful omission of DP World or any of its Employees.

20.2 DP World indemnity

DP World must indemnify and keep indemnified the Carrier and its Employees (each, a **Carrier Indemnified Person**) in respect of any Loss which a Carrier Indemnified Person pays, suffers, incurs or is liable for in connection with:

(a) a breach of any Law by the DP World Group or any of its Employees;

(b) personal injury (including sickness or death) caused by an act or omission of the DP World Group or any of its Employees;

(c) loss of, or damage to, any tangible property caused by an act or omission of the DP World Group or any of its Employees;

(d) any breach of this Agreement by DP World or any of its Employees;

(e) any wrongful act or wrongful omission (whether negligent or not) of the DP World Group or any of its Employees; or

(f) any claim by a third party arising out of any act or omission of DP World or any of its Employees in any way connected with this Agreement,

except to the extent that the Loss is directly attributable to the negligence or wrongful act or wrongful omission of the Carrier or any of its Employees.

20.3 Liability Floor

Neither Party shall make a claim against the other Party under or in connection with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise in respect of any event or occurrence for an amount less than the Liability Floor Amount.

20.4 Liability Cap

The maximum liability of a Party to the other Party arising out of any single event or occurrence under or in any way connected with this Agreement, whether in contract, tort (including negligence), statute, equity or otherwise, shall be limited to:

(a) in so far as the liability relates to the loss of or damage to a truck, trailer, car, or internal transfer vehicle: $15,000; and

(b) in so far as the liability relates to any Loss not covered in (a), including in respect of:

(i) the loss of or damage to any tangible property not specified in (a); or

(ii) personal injury or death:

$20,000,000.

20.5 Consequential loss

Notwithstanding anything else in this Agreement, neither Party will be liable to the other Party for:

(a) any consequential, special or economic loss, cost, liability, damage, or expense howsoever arising; or

(b) any loss of profit, loss of use, loss of income, loss of rental or other benefit, loss of production, loss of actual or potential business opportunity or loss to reputation.

21. Insurance

21.1 Types of insurance

The Carrier must:

(a) at its own expense effect or cause to be effected the following minimum insurances with a reputable insurer(s) on or before the commencement of this Agreement until its cessation:

(i) third party general liability insurance (including in respect of third party property damage and injury to persons) for an amount of not less than $20,000,000 for any one occurrence and unlimited in the aggregate;

(ii) motor vehicle insurance in respect of all Trucks;

(iii) employer's liability and workers' compensation insurance (including common law liability) as required under any applicable workers' compensation Law. The Carrier must ensure that each of its contractors and subcontractors also effects and maintains insurance under any such Law); and

(iv) any other insurances required by Law, good industry practice or as otherwise reasonably directed by DP World; and

(b) produce evidence of valid insurance to DP World upon request.

21.2 General requirements of insurance

(a) All insurances which the Carrier is required to effect under this Agreement must, with the exception of the insurances required by clauses 21.1(a)(ii) and 21.1(a)(iii), include as a named insured all contractors and subcontractors of the Carrier, and note DP World's interest on the policies.

(b) If, after being requested to do so, the Carrier fails to provide evidence of compliance with its insurance obligations under this Agreement to the reasonable satisfaction of DP World, without prejudice to other remedies available to DP World, DP World may subject to clause 24.2 suspend the Carrier's access to the VBS and the Terminals until the Carrier produces evidence of current insurance at the required level to DP World.

(c) The insurance does not limit the liabilities or obligations of the Parties to each other under the other provisions of this Agreement, including under clauses 20.1 and 20.2.

(d) Each Party must give all such information and assistance to the other Party as may be reasonably practicable in relation to a claim by either Party in connection with this Agreement.

Section 3 - Termination and Default

22. Dispute Resolution

22.1 Notice

(a) A Party claiming that a dispute has arisen under or in any way in connection with this Agreement (**Dispute**) must give the other Party a written dispute notice setting out the details of the Dispute and requiring its resolution under this clause 22 (**Dispute Notice**).

(b) For the avoidance of doubt, neither Party is obliged to enter into any form of dispute resolution with the other Party if the Party claiming a Dispute fails to provide a Dispute Notice.

22.2 Good faith negotiations

(a) Subject to clause 22.2(b), within 5 Business Days after receipt of a Dispute Notice, the Parties must, through their respected nominated representatives, attempt in good faith to negotiate a resolution of the Dispute.

(b) If the Dispute relates to any damage or injury allegedly caused to any property or person (**Damages Claim**), the negotiations referred to in

clause 22.2(a) must be chaired by DP World's General Manager Customer Centre.

(c) If the Dispute relates to a matter other than a Damages Claim, the negotiations referred to in clause 22.2(a) will not be chaired by General Manager Customer Centre.

22.3 Mediation

If the Dispute is not resolved within 10 Business Days after the Dispute Notice is given to the other Party, the dispute is by this clause 22.3 submitted to mediation (**Mediation**) in accordance with, and subject to, The Resolution Institute Mediation Rules. The Mediation must be conducted in Sydney, Australia.

22.4 Arbitration

If the Dispute is not resolved within 28 calendar days after the appointment of the mediator, the Dispute is by this clause 22.4 submitted to arbitration (**Arbitration**) in accordance with, and subject to, The Resolution Institute Arbitration Rules. The Arbitration must be conducted in the Jurisdiction by a single arbitrator.

22.5 Interlocutory relief

Nothing in this Agreement prevents a Party from seeking urgent interlocutory relief.

23. Interest

In the event that the Carrier fails to pay any amount payable under this Agreement when due, the Carrier must pay to DP World interest on any overdue amount at the rate of the then current Cash Rate Target published by the Reserve Bank of Australia, plus 4%, calculated and payable daily, computed from the due date until the amount is paid in full (both before and after any judgment).

24. Default and Termination

24.1 Default and termination

Without prejudice to its other rights and remedies against the Carrier under this Agreement or otherwise at law, DP World may at any time after an Event of Default occurs:

(a) terminate this Agreement with immediate effect; or

(b) subject to clause 24.2, de-activate the Carrier's VBS access and suspend access to some or all of the Terminals (together, ***suspend the Carrier's access rights***),

in each case by giving notice in writing to the Carrier (**Default Notice**).

24.2 Suspension for Default

(a) If DP World elects to suspend the Carrier's access rights under clause 24.1(b), the Default Notice must state:

(i) the reason that DP World has elected to suspend the Carrier's access rights; and

(ii) acting reasonably, the date (**Remedy Date**) by which the Carrier must remedy the breach in order for the suspension to be removed.

(b) If the Carrier remedies the breach to DP World's reasonable satisfaction by the Remedy Date, DP World must remove the suspension immediately.

(c) If the Carrier fails to remedy the breach to DP World's reasonable satisfaction by the Remedy Date, this Agreement will automatically terminate at midnight on the Remedy Date.

24.3 After termination

If DP World terminates this Agreement under this clause 24, the Carrier must, without prejudice to any other rights or remedies of DP World, immediately pay DP World all outstanding amounts owing in connection with this Agreement.

24.4 No prejudice

On termination of this Agreement under this clause 24, each Party retains the rights it had against the other Party in respect of any past breach, in addition to any other rights, powers or remedies provided by Law.

25. Governing Law and Jurisdiction

Any Dispute shall be governed by the laws of the Jurisdiction. The Parties submit to the non-exclusive jurisdiction of the Courts of the Jurisdiction or any competent Federal Court exercising jurisdiction in the Jurisdiction.

Section 4 – General Provisions

26. Change in Law

(a) For the purposes of this clause 26, "**Change in Law**" means a change to any existing Law applicable to the Jurisdiction, including the imposition of a new law or regulation.

(b) The Parties agree that:

(i) the Law regulates how DP World can perform the Truck Servicing and otherwise perform its obligations under this Agreement;

(ii) DP World shall not be liable for any failure to comply with any of its obligations under this Agreement to the extent that any such failure is necessary in order to comply with those Laws; and

(iii) if a Change in Law occurs then, subject to clause 26(c), DP World may amend this Agreement.

(c) Prior to amending this Agreement under clause 26(b), DP World must, to the extent permissible having regard to the nature and scope of the Change in Law:

(i) provide the Carrier with prior notice in writing of the Change in Law and the proposed amendment to this Agreement (**Proposed Amendment**); and

(ii) use its reasonable endeavours to ensure that the Carrier is not materially adversely affected by the Proposed Amendment.

27. GST

(a) Words or expressions used in in this clause 27 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

(b) Unless GST is expressly included, the consideration to be paid or provided under any clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.

(c) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.

(d) The Parties acknowledge their understanding that the supply made by DP World under this Agreement is a taxable supply.

(e) A Party's right to payment under clause 27(c) is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

28. Payment Terms

28.1 Payment Terms

The Carrier must pay each invoice issued by DP World in connection with this Agreement within:

(a) twenty-eight (28) calendar days after the date of the relevant invoice; or

(b) if the credit limit is exceeded, such earlier time period as is reasonably specified by DP World.

For the avoidance of doubt, a failure to comply with the payment terms specified in this clause 28.1 may entitle DP World to terminate this Agreement or suspend the Carrier's access rights in accordance with clause 24.

28.2 Time is of the essence

Time is of the essence in respect of the Carrier's obligations to make any payment to DP World in connection with this Agreement.

29. Assignment

29.1 Assignment

The Carrier may not assign or otherwise deal with this Agreement without the prior written consent of DP World, which consent must not be unreasonably withheld.

29.2 Sub-contracting

Despite clause 29.1, the Carrier may subcontract the performance of any or all of its obligations under this Agreement but the Carrier remains liable for the performance subcontracted and the acts or omissions of the subcontractor.

30. Waiver

A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing.

31. Entire agreement

The Agreement is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement and supersedes any prior written agreement or understanding on anything connected with that subject matter.

32. Trustee

(a) This clause 32 applies in circumstances where the Carrier enters into this Agreement in its capacity as a trustee of a trust (**Trust**).

(b) The Carrier enters into this Agreement personally and in its capacity as a trustee of the Trust.

(c) The Carrier must cause any successor of the Carrier and any person who becomes a trustee of the Trust jointly with the Carrier to execute all documents required by DP World to ensure that this Agreement is binding on them.

(d) The Carrier warrants that:

(i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

(ii) it has power under the trust deed constituting the Trust (**Trust Deed**) to execute and perform its obligations under this Agreement;

(iii) all necessary action has been taken to authorise the execution and performance of this Agreement under the Trust Deed and the constitution of the Carrier;

(iv) this Agreement is executed and all transactions relating to this Agreement are or will be entered into as part of the due and proper administration of the Trust and are or will be for the benefit of the beneficiaries;

(v) it is not in default under the Trust Deed;

(vi) no vesting date for the Trust fund has been determined;

(vii) it has complied with all fiduciary obligations directly or indirectly imposed on it;

(viii) it has a right to be indemnified out of the assets of the Trust in respect of all of its obligations and liabilities incurred by it under this Agreement; and

(ix) each of the warranties contained in this clause 32 will remain true as long as this Agreement remains in force.

33. No third party rights

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

34. Compliance with Laws

34.1 Specific Compliance Obligations – Anti Bribery

(a) The Carrier shall:

(i) comply with all Laws relating to anti-bribery and corruption including but not limited to extra-territorial laws such as the Bribery Act 2010 (UK) and Foreign Corrupt Practices Act (US) (***Relevant Requirements***);

(ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (UK) or the Foreign Corrupt Practices Act (US) or any other form of bribery or corruption that would constitute an offence in either Australia or any other jurisdiction;

(iii) comply with DP World's global Anti-bribery and Corruption Policy (as may be amended from time to time);

(iv) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to Adequate Procedures to ensure compliance with the Relevant Requirements and 34.1(a) (ii) above, and will enforce them where appropriate;

(v) promptly report to DP World any request or demand for any undue financial or other advantage of any kind received by the Carrier or any of its Employees in connection with this Agreement; and

(vi) immediately notify DP World (in writing) if a foreign public official becomes an officer or employee of the Carrier or acquires a direct or indirect interest in the Carrier (and the Carrier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

(b) The Carrier shall ensure that any person associated with the Carrier who is procuring access to the Terminal or Truck Servicing in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Carrier this clause 34 (***Relevant Terms***). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to DP World for any breach by such persons of any of the Relevant Terms.

(c) For the purpose of this clause 34, a person associated with the Carrier includes but is not limited to any subcontractor of the Carrier.

34.2 Specific Compliance Obligations - Anti-Slavery and Human Trafficking

(a) The Carrier shall:

(i) comply with all Laws relating to anti-slavery and human trafficking including, but not limited to, the UK Modern Slavery Act 2015; and

(ii) comply with any DP World policy relating to Modern Slavery and Human Trafficking (as may be amended from time to time).

(b) The Carrier represents and warrants that as of the date of this Agreement:

(i) it has investigated its labour practices, to satisfy itself that there is no modern slavery or human trafficking used anywhere in its business or by any such direct contractors; and

(ii) neither the Carrier nor any of its Employees or other persons associated with it:

(A) has been convicted of any offence involving slavery and human trafficking; or

(B) to the best of its knowledge, has been or is the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with slavery and human trafficking.

(c) The Carrier shall implement anti-slavery and human trafficking due diligence procedures for its subcontractors and contractors.

35. Unforeseen Events

(a) If either DP World or the Carrier (**Affected Party**) is prevented from or delayed in performing an obligation under this Agreement (other than an obligation to pay money) by an Unforeseen Event, then the relevant obligation of the Affected Party is suspended for the duration of the delay.

(b) An Affected Party seeking to rely on this clause 35 must provide notice to the other Party as soon as possible after the relevant event or circumstance becomes known to the Affected Party.

Appendix 1: Terminal Operating Entities

TERMINAL	ABBREVIATION	RELEVANT TERMINAL OPERATING ENTITY
Port Botany, NSW	PBT	DP World Sydney Limited (ACN 001 351 159)
West Swanson, VIC	WST	DP World Melbourne Limited (ACN 000 049 301)
Fisherman Islands, QLD	FIT	DP World Brisbane Pty Limited (ACN 130 876 701)
Fremantle, WA	FRT	DP World (Fremantle) Limited (ACN 009 106 763)

Appendix 2: Provisions applicable to PBT

2. Port Botany Landside Improvement Strategy (PBLIS)

(a) DP World and the Carrier must comply with the Port Botany Landside Operations Mandatory Standards under Part 3 of the *Ports and Maritime Administration Regulation 2012* (NSW) (as amended, repealed or replaced from time to time) (**PBLIS Mandatory Standards**).

(b) If a PBLIS Mandatory Standard is inconsistent with any provision in this Agreement, the PBLIS Mandatory Standard will prevail to the extent of any such inconsistency.

3. Carrier Class

(a) A Carrier will be allocated one of the below listed Carrier Classes. A Carrier's Carrier Class may change from time to time pursuant to the quarterly re-classification referred to below in sub-clause (c) below. The Carrier Class determines the level of VBS access allocated to a Carrier. A Carrier may not be registered in multiple Carrier Classes.

(b) The Carrier Classes are as follows:

(i) Small Carriers (A Class Carriers): Standard Booking times and exclusivity periods – Refer to clause 5 of this Appendix 2 for further details.

(ii) Large Carriers (B Class Carriers): Enhanced Booking times and exclusivity periods – Refer to clause 5 of this Appendix 2 for further details.

(c) Each Carrier's Carrier Class classification is reviewed (and may be amended) on a quarterly basis in accordance with the PBLIS Mandatory Standards.

4. Allocation of Slots

(a) A pool of Slots (**Allocation**) is made available to each Carrier Class during the relevant Carrier Class Booking Period (as described further in clause 5 of this Appendix 2). The Carrier Class Booking times may be amended from time to time by DP World by giving notice to the Carriers.

(b) DP World must make available no less than the minimum number of Slots (as specified on the 1-Stop Site) during each Time Zone.

(c) During the relevant Carrier Class Booking Period, a Carrier may book a maximum number of Slots per Time Zone (**Maximum Carrier Allotment**). The Maximum Carrier Allotment may vary between Time Zones.

(d) At the expiry of a Carrier Class Booking Period, all Carriers will have access to book unused Slots on a first come first served basis with no Carrier Class restrictions.

5. Carrier Classes – Rules & Terms

Bookings for each Carrier Class shall be available in accordance with and subject to the 1-Stop Terms and in accordance with this Agreement.

Part A – 'A' Class Carriers

(a) Bookings open from 0915 hrs to 0955 hrs two (2) Working Days prior to the relevant Slot (**A Class Booking Period**). For example, Bookings for a Slot on Wednesday open at 0915 hrs on Monday.

(b) During the A Class Booking Period, each 'A' Class Carrier has exclusive access to the A Class Time Zone allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the A Class Booking Period, there are any remaining available Slots showing on the VBS, any Carrier (including a 'B' Class Carrier) may book such Slots.

Part B – 'B' Class Carriers

(a) Bookings open from 0745 hrs to 0855 hrs two (2) Working Days prior to the relevant Slot (**B Class Booking Period**). For example, Bookings for a Slot on Wednesday open at 0745 hrs on Monday.

(b) During the B Class Booking Period, each 'B' Class Carrier has exclusive access to the B Class Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the B Class Booking Period, there are any remaining Slots showing on the VBS, any Carrier (including an 'A' Class Carrier) may book such Slots.

6. Cancellation & Listing of Bookings

6.1 Cancellation & Listing of Bookings by a Carrier

(a) A Carrier must not cancel a Booking for a Slot other than by Listing that Booking.

(b) A Booking for a Slot that is Listed is not a cancelled Booking unless:

(i) the Carrier Listed the Booking within 12 hours prior to the commencement of the Time Zone in which the Booking occurs; or

(ii) the Carrier Listed the Booking within 24 hours and not less than 12 hours prior to the commencement of the Time Zone in which the Booking occurs and, before the commencement of that Time Zone, that Slot is not Booked again by the Carrier or is not Booked by another Carrier.

(c) For the avoidance of doubt, a Carrier who changes the details of the Truck Identification Number and/or driver details for a Booking by no later than ten (10) minutes prior to entry to the Terminal is not deemed to have Listed the Booking.

6.2 Cancellation & Listing of Bookings by DP World

(a) If a Carrier fails to provide:

(i) in the case of a Booking for an Import Container, the relevant Container number; or

(ii) in the case of a Booking for an Export Container, the details of the relevant vessel,

by no earlier than four (4) hours and by no later than four and one half (4 ½) hours after the Booking was made, then DP World must cancel the Booking.

(b) DP World must not cancel a Booking unless:

(i) the Carrier has failed to specify the relevant Container number or the details of the vessel (as applicable) in accordance with clause 6.2(a) of this Appendix 2;

(ii) that Booking has not been made by or at the request of a Carrier;

(iii) it has received the prior approval of Transport for NSW; or

(iv) as otherwise permitted under clause 8.3 (Notified Closures).

6.3 DP World must make certain cancelled Slots available

If:

(a) a Carrier cancels a Booking in accordance with clause 6.1 of this Appendix 2; or

(b) DP World cancels a Booking in accordance with clause 6.2 of this Appendix 2,

then DP World must:

(c) immediately make the relevant Slot available to all Carriers for Booking; and

(d) accept a Booking for the relevant Slot before accepting a Booking for any other Slot which occurs in the same Time Zone as the cancelled Slot.

7. Truck Identification Number

The Carrier must ensure that the Truck Identification Number is:

(a) clearly and prominently located on both doors (driver & passenger) and on the cabin roof of the relevant Truck; and

(b) at least 30cm long and 20 cm high (A4 Landscape size).

8. RFIDs

All Trucks entering the Terminal must be fitted with radio frequency identification tags (RFID tag) provided by DP World and/or Transport for NSW (or its nominated supplier) at the Carrier's cost.

9. Engaging/Disengaging Trailer/Tray Twistlocks

The Carrier must ensure that twistlocks are rotated to allow loading/unloading of the Container in the Truck parking area prior to the Truck entering the Terminal yard. Trucks requiring a change of the configuration of the twistlocks on the

trailer/tray must proceed to the designated Truck pinning area. Prior to departing the Terminal, the Carrier must ensure that all Containers are correctly secured.

10. Terminal Contact Details

Transport office:	02 9394 0110
Email:	pbt.transport@dpworld.com.au
Shift Supervisor:	02 9394 0911
Email:	pbt.supervisors@dpworld.com.au
Landside Manager:	02 9394 0950
PBLIS Email:	pbt.pblis@dpworld.com.au
Yard Planner:	02 9394 0951
Email:	pbt.yardplanners@dpworld.com.au
PFSO	
Bill Hanley	02 9394 0950
Claere Kay	02 9394 0931

Appendix 3: Provisions applicable to WST

1. Carrier Class

(a) A Carrier will be allocated one of the below listed Carrier Classes from time to time. A Carrier's Carrier Class may change from time to time pursuant to the quarterly re-classification referred to below in clause 3 below. The Carrier Class determines the level of VBS access allocated to a Carrier. A Carrier may not be registered in multiple Carrier Classes.

(b) The Carrier Classes are as follows:

(i) Standard Carrier (Refer to Part A of clause 3 of this Appendix 3);

(ii) Major Carrier (Refer to Part B of clause 3 of this Appendix 3); and

(iii) Country Carrier (Refer to Part C of clause 3 of this Appendix 3.

2. Allocation of Slots

(a) A pool of Slots (**Allocation**) is made available to each Carrier Class during the relevant Carrier Class Booking Period (as described in clause 3 of this Appendix 3). The Carrier Class Booking times may be amended from time to time by DP World by giving notice to the Carriers.

(b) During the relevant Carrier Class Booking Period, a Carrier may book a maximum number of Slots per Time Zone (**Maximum Carrier Allotment**). The Maximum Carrier Allotment may vary between Time Zones.

(c) At the expiry of a Carrier Class Booking Period, all Carriers will have access to book unused Slots on a first come first served basis with no Carrier Class restrictions.

3. Carrier Classes – Rules & Terms

Bookings for each Carrier Class shall be available in accordance with and subject to the 1-Stop Terms and in accordance with this Agreement.

The VBS usage of all Standard Carriers and Major Carriers is reviewed and ranked on a quarterly basis. This may result in changes to a Carrier's Carrier Class on a quarterly basis. In any single quarter, 22 Carriers will be classified as Major Carriers. All other Carriers will be deemed to be Standard Carriers or, in the case of Carriers whose principal place of business is 100 kilometres outside of the Port of Melbourne precinct, Country Carriers.

Part A – Standard Carriers

(a) Bookings open from 0815 hrs to 0859 hrs two (2) Working Days prior to the relevant Slot (**Standard Class Booking Period**). For example, Bookings for a Slot on Wednesday open at 0815 hrs on Monday.

(b) During the Standard Class Booking Period, each Standard Carrier has exclusive access to the Standard Class Time Zone allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the Standard Class Booking Period, there are any remaining available Slots showing on the VBS, any Carrier (including a Major Carrier or a Country Carrier) may book such Slots.

Part B – Major Carriers

(a) Bookings open from 0715 hrs to 0814 hrs (or from 0715 hrs to 0815 hrs two (2) Working Days prior to the relevant Slot) (**Major Class Booking Period**). For example, Bookings for a Slot on Wednesday open at 0715 hrs on Monday.

(b) During the Major Class Booking Period, each Major Carrier has exclusive access to the Major Class Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the Major Class Booking Period, there are any remaining Slots showing on the VBS, any Carrier (including a Standard Carrier or a Country Carrier) may book such Slots.

Part C – Country Carriers

(a) Bookings open from 0745 hrs to 0915 hrs two (2) Working Days prior to the relevant Slot (**Country Class Booking Period**).

(b) During the Country Class Booking Period, each Country Class Carrier has exclusive access to the Country Class Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the Country Class Booking Period, there are any remaining available Slots showing in the VBS, any Carrier (including a Standard Carrier or a Major Carrier) may book such Slots.

4. Cancellations

DP World reserves the right to cancel Time Zones and Slots. In the event DP World cancels a Time Zone, DP World will exercise reasonable endeavours to provide at least one (1) hour's notice and to assist the relevant Carriers in securing replacement Slots.

5. Terminal Contact Details

For Slot Enquires:

Receival & Delivery Coordinator: 03 9680 0817

Email:	WST.RD@dpworld.com.au
Landside Manager	03 9680 0830
Landside Shift Supervisor	03 9680 0742
Landside Coordinator	03 9680 0788
Email:	WST.Transport@dpworld.com.au

PFSO

Brad Gardner 03 9680 0873

Appendix 4: Provisions applicable to FIT

1. Allocation of Slots

Slots shall be made available to Carriers in accordance with the 1-Stop Terms.

2. Import and Export Slot Swapping

(a) Subject to sub-clauses (b) and (c), a Carrier may swap its own import and export Slots to facilitate back loading (**Slot Swaps**).

(b) Slot Swaps may only be for the same category of Container. For example, a Slot for an import may only be exchanged for another import Slot.

(c) Slot Swapping must be conducted in accordance with the 1-Stop Terms.

3. Changing a Booking

A Carrier may change a Slot if the booking information specified in clause 9.1 is provided prior to the relevant Truck's arrival at the Terminal. The Carrier cannot change a Booking for an import container for an export containers, and vice versa.

4. Engaging/Disengaging Trailer/Tray Twistlocks

(a) The Carrier must ensure that twistlocks are rotated to allow loading/unloading of the Container:

(i) in the truck lane at the Auto Stacking Cranes (**ASC**); or

(ii) once on the truck grid, in the old Terminal yard parking area prior to entering the Terminal yard.

Trucks requiring a change of the configuration of the twistlocks on the trailer/tray may do so only after the ASC has departed the truck lane or after the yard machine has departed from the vicinity of the truck grid and the driver has confirmed the area is clear.

(b) Carriers operating side loader Trucks must ensure that lifting chains have been removed from the Container, and are stowed well clear of the Container, to avoid damage during unloading operations.

5. Cancellations

(a) A Carrier may not cancel a Booking once it has been entered in the VBS.

(b) In the event DP World cancels a Time Zone, DP World will use its reasonable endeavours to provide at least one (1) hour's notice and to assist the relevant Carriers in securing replacement Slots.

6. Vehicle Identification / BAT Numbers

All Carriers must have a DP World authorised BAT number, which number must be:

(a) clearly and prominently located on both doors (driver & passenger) and on the cabin roof of the relevant vehicle; and

(b) at least 30cm long and 20 cm high (A4 Landscape size).

7. Terminals Contact Details

Key Terminal telephone and email contact details are:

VBS Coordinator: 07 3895 9360

Landside Manager: 07 3895 9113

Production Team 24/7 &

VBS after Hours: 07 3895 9124

Email: fit.vbs@dpworld.com.au

PFSO

Robert Burns 07 3895 9324

John Geyer 07 3895 9113

Appendix 5: Provisions applicable to FRT

1. Carrier Classes

The top 10 Carriers based on volume moved through FRT in a 12 month period will be allocated "Major Carrier" status. Carrier Classes for all Carriers will be reviewed (and may be amended) by DP World on an annual basis.

(a) A Carrier will be allocated one of the below listed Carrier Classes from time to time. As noted above, a Carrier's Carrier Class may change on an annual basis. The Carrier Class determines the level of VBS access allocated to a Carrier. A Carrier may not be registered in multiple Carrier Classes.

(b) The Carrier Classes are:

(i) Standard Carrier: Standard Booking times and exclusivity periods – Refer to Part A of clause 3 of this Appendix 5 for further details.

(i) Major Carrier: Enhanced Booking times and exclusivity periods – Refer to Part B of clause 3 of this Appendix 5 for further details.

2. Allocation of Slots

(a) A pool of Slots (**Allocation**) is made available to each Carrier Class during the relevant Carrier Class Booking Period (as described in clause 3 of this Appendix 5). The Carrier Class Booking times may be amended from time to time by DP World by notice to Carriers.

(b) During the relevant Carrier Class Booking Period, a Carrier may book a maximum number of Slots per Time Zone (**Maximum Carrier Allotment**). The Maximum Carrier Allotment may vary between Time Zones.

(c) At the expiry of a Carrier Class Booking Period, all Carriers will have access to book unused Slots on a first come first served basis with no Carrier Class restrictions.

3. Carrier Classes – Rules & Terms

Bookings for each Carrier Class shall be available in accordance with and subject to the 1-Stop Terms and in accordance with this Agreement.

Part A – Standard Carriers

(a) Bookings open from 1000 hrs to 1050 hrs one (1) Working Day prior to the relevant Time Slot (**Standard Carrier Booking Period**). For example, Bookings for a Slot on Wednesday open at 1000 hrs on Tuesday.

(b) During the Standard Carrier Booking Period, each Standard Carrier has exclusive access to the Standard Carrier Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the Standard Carrier Booking Period, there are any remaining available Slots showing on the VBS, any Carrier (including a Major Carrier) may book such Slots.

Part B – Major Carriers

(a) Bookings open from 0900 hrs to 0950 hrs one (1) Working Day prior to the relevant Slot (**B Class Booking Period**). For example, Bookings for a Slot on Wednesday open at 0900 hrs on Tuesday.

(b) During the B Class Booking Period, each 'B' Class Carrier has exclusive access to the B Class Allocation subject to any Maximum Carrier Allotment.

(c) If, after the expiry of the B Class Booking Period, there are any remaining Slots showing on the VBS, any Carrier (including a Standard Carrier) may book such Slots.

4. Cancellations

(a) A Carrier may not cancel a Booking once it has been entered in the VBS. DP World reserves the right to cancel Time Zones and Slots within Time Zone.

(b) In the event DP World cancels a Time Zone, DP World will use its reasonable endeavours to provide at least one hour's notice and to assist the relevant Carriers in securing replacement Slots.

5. Vehicle Identification/BAT numbers

All Carriers must have a DP World authorised vehicle identification/BAT number, which must be:

(a) clearly and prominently located on both doors (driver & passenger) and on the cabin roof of the relevant vehicle; and

(b) at least 30cm long and 20 cm high (A4 Landscape size).

6. RFIDs

All Trucks entering the Terminal must be fitted with a DP World authorised radio frequency identification unit (RFID tag) at the Carrier's cost.

7. Engaging/Disengaging Trailer/Tray Twistlocks

The Carrier must ensure that twistlocks are rotated to allow loading/unloading of the Container in the Truck green zone prior to the Truck entering the Terminal operational area. Trucks requiring a change of the configuration of the twistlocks on the trailer/tray must do so in the designated green zone. Prior to departing the Terminal, the Carrier must ensure that all Containers are correctly secured.

8. Terminals Contact Details

Key Terminal telephone, email and facsimile numbers are:

Customer Service – Switchboard:	08 9430 0111
Transport Coordinator:	08 9430 0131
Operations Supervisor:	08 9430 0155

Email:	frt.vbs@dpworld.com.au
PFSO	
Kalon Hankinson	08 9430 0129
Anthony Tuxford	08 9430 0159