



**Port of Brisbane Pty Ltd**

**Common User Port Facility**

**General Purpose Facility  
(Wharf and Terminal)**

**Operations Manual**

**Last Updated August  
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**Appendix Three - Stevedore Checklist**

Controlled Document

Information contained in Photocopied  
material may be superseded

### 1.1. Purpose

Port of Brisbane Pty Ltd (PBPL) is the owner and operator of the common user General Purpose Wharf (GP Wharf) and Terminal area (Terminal). The GP Wharf and the Terminal comprise the Facility.

The purpose of the Facility is to provide the following cargo types:

- f* scrap metal;
- f* project cargo;
- f* appropriate dry-bulk cargoes approved by PBPL in its absolute discretion;
- f* livestock (but not on the Terminal);
- f* relieve the pressure on the existing coal berth by providing an alternative location for Sunstate Cement Ltd when the coal berth is unavailable in accordance with the Berthing Rules set out in Appendix One;
- f* provide an alternative for Naval and lay-up vessels; and
- f* other commodities approved by PBPL in its absolute discretion on a case by case basis.

PBPL reserves the right to amend the types of cargo that are loaded or unloaded at the Facility. PBPL may in its absolute discretion refuse to allow use of the Facility for any type of cargo.

An area of approximately 1500 m<sup>2</sup> at the upstream end of the Terminal is not available for hire. This area is currently fenced to delineate it from the remainder of the Terminal. Details on the operation of this delineated PBPL area including the adjacent crew change wharf area primarily for the THSD Brisbane are outlined in Appendix Two.

### 1.2. Scope

The Facility consists of a 210m long by 30m wide wharf abutting the current coal wharf. Access is via a 30m wide access way on the upstream end. The existing rails on the coal wharf are extended along the GP Wharf to permit the use of rail mounted equipment such as ship loaders by those persons authorised by PBPL to use the rails.

The berth has a declared depth of 11.5m – the outer area of the approaches is limited to the current 11m due to the presence of rock.

There is an adjoining terminal area consisting of approximately 2ha of heavy duty pavement, small office/amenities, and guard house, surrounded by a perimeter fence.

This Operations Manual details how the Facility is operated.

PBPL reserves the right to update and amend this Operations Manual as necessary to meet corporate, Legislative requirements and operational needs. It is the Hirer's responsibility to obtain the most update to version from the PBPL website.

### 1.3. Authority

This document is issued under the authority of PBPL.

#### 1.4. Other Relevant Documentation and Information

This Operations Manual is to be read in conjunction with the following documentation and the following documentation applies to the use of the GP Wharf and/or the Terminal (as the case may be):

- f* Berthing Rules apply to terminals and wharves at the Port of Brisbane. For a copy of the applicable GP Wharf Berthing Rules refer to Appendix One. The Berthing Rules may be varied from time to time by PBPL.
- f* To book a vessel at the GP Wharf please download and fill out the *Berthing Advice and Booking Form for Vessels Loading or Unloading Commercial Cargo and Non-Cargo Working Vessels*, and fax the form to Port Operations Officer at 07 3258 4703 or email to [port.ops@portbris.com.au](mailto:port.ops@portbris.com.au) PBPL is under no obligation to accept a booking or to allow the use of the GP Wharf.
  - *f* To apply for use of the Terminal area a non exclusive Permit to Occupy must be completed and agreed with the PBPL Property Team.
- f* Adherence to the conditions of any non exclusive Permit to Occupy to use any part of the Terminal area that may be granted by PBPL. PBPL is under no obligation to grant a non exclusive Permit to Occupy to use any part of the Terminal. Such permits to occupy are to be arranged by Port Operations in consultation with the PBPL Property division
- f* PBPL *Common User Port Facility Terms and Conditions for Loading or Unloading Commercial Cargo and Non-Cargo Working Vessels* apply (the Terms and Conditions). PBPL is under no obligation to accept an application or to grant a right for the Hirer to use the GP Wharf.
- f* Adherence to any port notices issued by PBPL in accordance with the *Transport Infrastructure Act 1994* (Q) and any other laws.
- f* For PBPL Port Charges refer to the *Port of Brisbane Schedule of Port Charges*.
- f* The *Shipping Handbook* contains generic operational information for all Port facilities.

PBPL reserves the right to update and amend the above documents in its discretion to meet corporate, Legislative requirements and operational needs. It is the Hirer's responsibility to obtain the most up to date version of all documents.

In addition, to PBPL documentation:

Queensland Maritime Safety's *Port of Brisbane Port Procedures Manual* (as varied from time to time) must be adhered to.

Vessels wanting to perform maintenance whilst at the GP Wharf must observe the requirements published in the *Port of Brisbane Port Procedures Manual* and obtain the appropriate permits.

A link to the website where the manual can be found is listed below:

<http://www.msq.qld.gov.au/Shipping/Port-procedures/Port-procedures-brisbane>

#### 1.5. Disclaimer

Everything in this document is correct as at the time of publication. If there are any discrepancies the *Port Procedures Manual* takes precedence. With respect to the use of any part of the Terminal, the terms of the non exclusive Permit to Occupy granted by PBPL to a permittee will take precedence, except with respect to any discrepancies between the non exclusive Permit to Occupy and the Port Procedures Manual where the Port Procedures Manual takes precedence.

## 1.6. Contact List

<b>Port Security</b>	Coordinator	+61 7 3258 4614	<a href="mailto:pbpl.security@portbris.com.au">pbpl.security@portbris.com.au</a>
	Control Room	+61 7 3258 4601 (24hrs)	
<b>Bookings</b>	Port Operations	+61 437 796 847	<a href="mailto:port.ops@portbris.com.au">port.ops@portbris.com.au</a>
	Operations Officer	+61 437 796 847	

## Section 2. Area Management and Safety

### 2.1 Facility Overview

<b>Owner</b>	Port of Brisbane Pty Ltd
<b>Distance from River Mouth</b>	3.7km
<b>Wharf (Length x Width)</b>	210m by 30m wide
<b>Nominal Depth</b>	11.5m
<b>Berth Pocket (Length x Width)</b>	210m by 50m
<b>Services</b>	Water, telephone (arranged through a contractor), are available charged at applicable rates
<b>Equipment</b>	Rail along the GP Wharf face is only available for use by Sunstate Cement Limited or such others approved by PBPL in its absolute discretion.
<b>Use</b>	Appropriate dry bulk cargoes, slag imports, livestock, cruise ships, project cargo, lay-up, naval vessels and scrap metal
<b>Terminal Area</b>	2 hectare heavy duty pavement, divided into 3 x 5000m <sup>2</sup> lots
<b>Access</b>	24hr controlled – perimeter fence 1.8m with 3 strands of barbed wire (AS 1725)
<b>Facilities</b>	Guardhouse and amenities block
<b>Wharf Weight</b>	50 KPA or 5 tonnes per M <sup>2</sup> (150 tonnes total Gross Vehicle Mass)
<b>Terminal Weight</b>	36 KPA or 3.6 tonnes per M <sup>2</sup> (90 Tonnes total Gross Vehicle Mass)

### 2.2 Layout General Purpose Facility

Outlining access, traffic flow, storage areas, land side restricted zone and moorings.

# GENERAL PURPOSE FACILITY LAYOUT

213m

## GENERAL PURPOSE WHARF

FIG

**TSHD BRISBANE**  
 LOA 84

LANDSIDE RESTRICTED ZONE

GENERAL PURPOSE WHARF

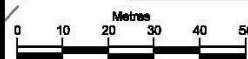
TRUCK TURN  
 AROUND  
 AREA

1500m<sup>2</sup>

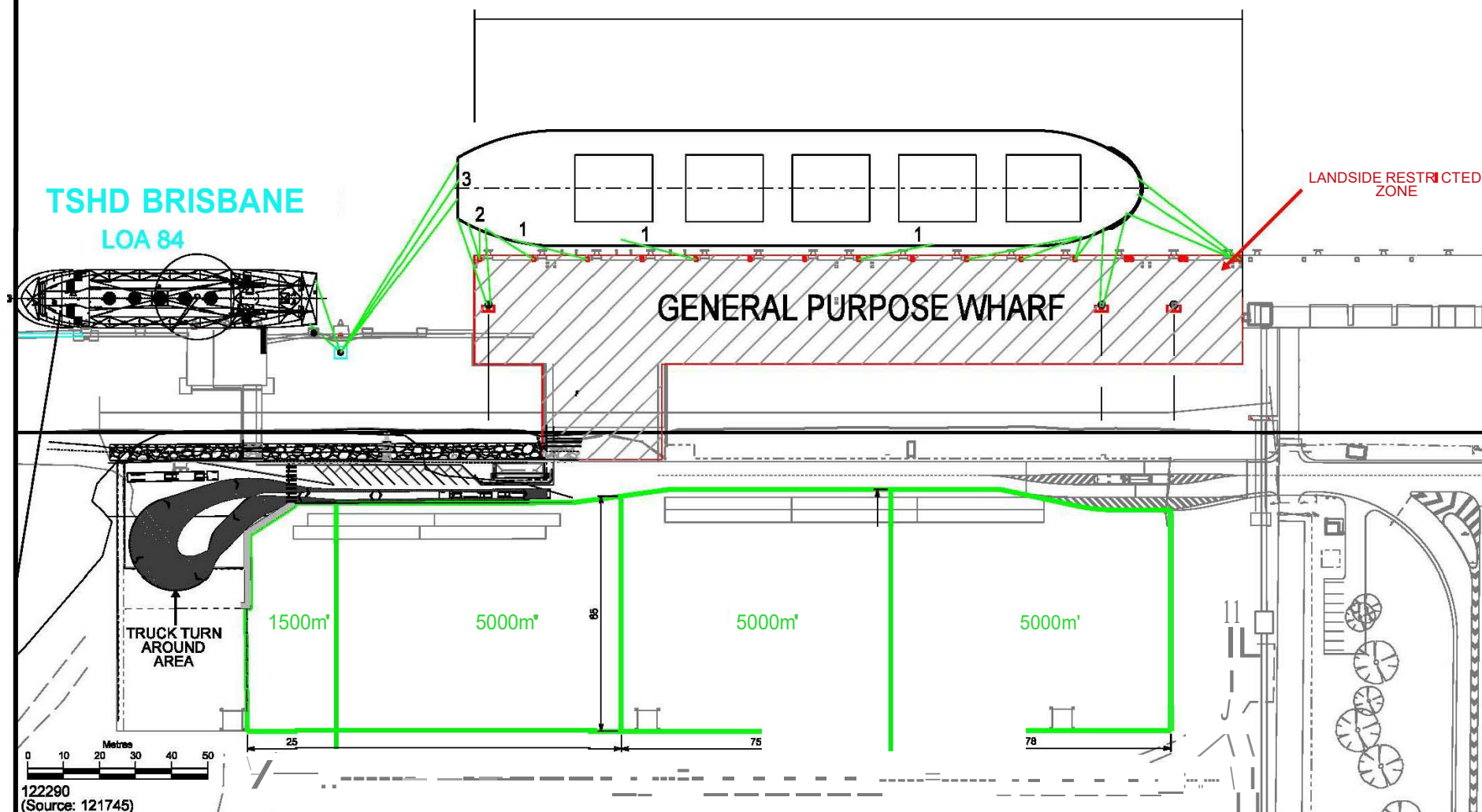
5000m<sup>2</sup>

5000m<sup>2</sup>

5000m<sup>2</sup>



122290  
 (Source: 121745)



## **2.2 Available amenities**

The amenities block is a shared facility. It contains limited facilities for use by the stevedores / agents during the term of any right granted by PBPL to the Hirer to use the GP Facility. The use of the amenities block will be based on the *Terms and Conditions* as if the amenities block formed part of the GP Wharf and will terminate automatically on the termination or expiry of the right to use the GP Wharf under the *Terms and Conditions*.

The amenities block contains a work area, kitchenette with lunch room and unisex facilities. Electricity, water, sewer, local telephone, and internet lines are connected (equipment not supplied). Reasonable usage costs are covered under the non exclusive Permit to Occupy and/or facility hire.

There are a limited number of car park spaces available which may be allocated at the discretion of PBPL.

There is no covered storage available at the Facility. Any requirement for covered storage, tents or other equipment should be notified at the time of booking the GP Wharf and/or the Terminal and suitable arrangements negotiated at the discretion of PBPL.

## **2.3 Management**

The Facility is managed by PBPL.

PBPL retains possession of the Facility at all times.

PBPL retains a right to access the Facility at all times.

The Facility is managed by PBPL on a Pre Booked Common User Basis via the Operations Division of PBPL.

PBPL is not obliged to accept a booking.

Any right granted to the Hirer to use any part of the Facility is non-exclusive and does not create a relationship of landlord and tenant. The Hirer and anyone accessing the Facility with the consent of PBPL must comply with all notices and signs erected on the Facility and/or the PBPL web page (<http://www.portbris.com.au>) by PBPL and any other authorised government agency.

PBPL may refuse entry to and/or use of any part of the Facility, for any reason.

## **2.4 Booking the Facility**

Booking the Common User Facility is in accordance with the *Terms and Conditions* document referred to in Section 1.4.

For application to book a vessel at the GP Wharf please download (from the PBPL website) and fill out the, *Berthing Advice and Booking Form for Vessels Loading or Unloading Commercial Cargo and Non-Cargo Working Vessels*, and email to [port.ops@portbris.com.au](mailto:port.ops@portbris.com.au)

The Booking is not confirmed until the booking form has been accepted by PBPL and confirmation sent back to the booking agent. PBPL is under no obligation to accept an application to book the GP Wharf and/or the Terminal, to grant a right to use the GP Wharf or to grant a Licence to use any part of the Terminal.

A Booking must be made not less than 14 calendar days prior to the intended date of use. At that time the vessel's name, LOA, cargo and ETA should be provided with an expected ETD. Successful allocation of a berth will be advised within 48 hours of application. Vessel agents are to keep PBPL closely advised if there are any changes to the ETA of the vessel.

48 hours definite notice of ETA must be given to PBPL, failing which PBPL may cancel the booking, subject to other applications being received for the window specified.

The GP Wharf is to be used for ship exchange or lay up operations only. Cargoes that require pre-assembly or are held for delivery following discharge are required to be stored clear of the working berth in a location approved by PBPL.

For use of the Terminal area a non-exclusive Permit to Occupy must be agreed to by PBPL Property team and the user of the Terminal.

The Terminal is marked in 3 approximately 5000m<sup>2</sup> blocks. The Hirer may apply to hire one or more blocks, subject to availability.

If the Terminal and GP Wharf are both required they must be booked at the same time. Bookings of the Facility will be managed by PBPL.

The GP Wharf can be booked separately from the Terminal using the *Booking Form* (see Section 1.4). The terminal can be hired separately from the wharf by applying for a Non-exclusive Permit to Occupy.

### Dangerous Goods Management

This Facility is not available for the working of dangerous goods or vessels carrying dangerous goods and wanting to work other cargo or lay-up. PBPL reserves the right to review and vary this policy at its discretion. In transit cargo will be assessed on a case by case basis.

## 2.5 Occupational Health and Safety and Risk Management

The Hirer, its employees, agents and representatives must:

- f* comply with all legislative and PBPL requirements, including but not limited to the *Workplace Health and Safety Act 1995* (Q) and the *Workplace Health and Safety Regulation 2008* (Q)
- f* ensure that any works, activities or operations carried out by or on behalf of the Hirer at the Facility (with the approval of PBPL) are only carried out by appropriately qualified persons in a good and workmanlike manner
- f* ensure that all plant and equipment used and operated by the Hirer, its employees, agents and representatives conform to the relevant laws, regulations, standard and specifications
- f* obtain and comply with any relevant approvals.

The Hirer, its employees, agents and representatives are responsible for their own health and safety and must adhere to the minimum PBPL Occupational Health and Safety requirements.

These are listed on signs displayed around the Facility detailing the following information:

- f* dial 000 in the event of an emergency
- f* minimum (Personal Protective Equipment) PPE



Steel cap boots



Hard Hat



High Visibility Vest

- f* site plan with emergency equipment locations and Muster Points, located on a sign at entry of the Facility
- f* emergency contact information.



Any required First Aid supplies must be provided by the Hirer.

The Hirer must report to PBPL all incidents occurring on the Facility which have the potential to impact on the structure of the Facility, safety, security or the environment.

At all times the Facility (GP Wharf and/or Terminal) will be operated under the risk management plan of the Hirer and/or their contracted stevedores. If requested by PBPL, the Hirer and/or their contracted stevedores must provide to PBPL a copy of its risk management plan.

The Facility is included in PBPL's standard emergency plans for wharves. PBPL may require the Hirer and/or their contracted stevedores to link their plan with those of PBPL.

## **2.6 Induction / Pre or Post use Checklist**

Facility users will be required to complete an Induction that will cover Health and Safety, Emergency procedures and Site layout. This will take place on-site and be conducted by the Hirer. A record of the induction will be kept by the Hirer and must be supplied if requested by PBPL.

## **2.7 Facility Maintenance**

PBPL reserves the right of access to the Facility at all times.

The Hirer must maintain clear access at all times and can not obstruct roadways to the Facility, to enable emergency or maintenance access to the facility, including the GP Wharf. Appropriate security measures will be taken if a vessel is alongside in respect to landside restriction zone.

As outlined in the *Terms and Conditions* (see section 1.4) the Hirer must leave the Facility clean of all rubbish and in the same condition it was in prior to use by the Hirer.

The Hirer must not discharge or place any goods or cargo or drive any vehicle or plant on the GP Wharf or the Terminal in excess of the maximum weight as set out in section 2.1.

Any damage to the GP Wharf will be repaired and/or remediated as set out in the *Terms and Conditions* (see section 1.4) and any damage to the Terminal will be repaired and/or remediated in accordance with the terms of the non-exclusive Permit to Occupy granted by PBPL to use the Terminal.

## **2.8 Marshalling – Traffic control**

The Facility is accessed via a two lane paved roadway on the left from Bulk Terminals Drive. The Facility has its own access lane clearly marked. Vehicles requiring access to the Facility enter through the vehicle marshalling area along side Bulk Terminals Drive. This allows vehicles to automatically queue whilst maintaining access to the coal berth and terminal areas which must remain clear at all times. The access path runs from the coal wharf parallel to the rock wall to the 30m wide wharf access with one lane in each direction.

## 2.9 Customs and AQIS

The Facility is secured with a perimeter fence to 1.8m with 3 strands of barbed wire (AS 1725). The Hirer is responsible for ensuring that all Department of Immigration and Border Protection and Department of Agriculture and Water Resources are met for their vessel and cargo.

## 2.10 Legislation Compliance

The Hirer must:

- f* comply with all laws, legislation and PBPL requirements relating to the use of the Facility or the Port of Brisbane. Refer to Section 7 in the *Terms and Conditions* (Section 1.4)
- f* comply with all notices issued by PBPL and/or any other government agency
- f* subject to obtaining the prior written consent of PBPL, obtain and comply with all approvals, permits, licences and the like necessary to carry on any activities or operations on the Facility and/or in the Port of Brisbane (and deliver to PBPL a copy of such approvals, permits, licences and the like upon their issue)
- f* comply with the terms and conditions of all environmental licences issued by/to PBPL for any environmentally relevant activity and all other approvals and permits which relate to or effect the Facility.

*Wet Bulk* - Bitumen destined for the Sami Bitumen Tank farm located at the corner of Port and Bulk Terminals Drive as per the Licence for Sami Bitumen to operate on the wharf.

*Dry Bulk* – All Dry bulk cargoes must be through hoppers fitted with dust extractors and comply with the Corporate Environment License for this facility. For a copy of the document contact the PBPL Environmental Planner – +61 7 3258 4888.

*Break Bulk* - Project cargoes and the like can be assembled in the Terminal area (with the appropriate non exclusive Permit to Occupy see section 1.4). Cargoes should be kept a minimum of 2 meters distance from the perimeter fence to avoid damage and provide access.

*Livestock* - There will be no facilities for the storage of livestock or the dumping of effluent.

## Section 3. Wharf Operations

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### 3.1 Wharf Operations

The vessel will be met by a representative of PBPL.

PBPL will provide and position the Bridge Marker upon advice from the Hirer.

The Hirer (or representatives) may at the direction of PBPL be given prior access to enable the prompt turnaround of the vessel.

Cargo vessels must sail within 2 hours of cargo completion unless agreed otherwise with PBPL. Hirers requiring additional time at the GP Wharf should notify PBPL as soon as possible. PBPL will attempt to accommodate any such requests where possible but reserves the right to require the vessel to relinquish the GP Wharf should the need arise.

The Facility will be subject to a pre and post use inspection and the *Terms and Conditions* must be complied with (see Section 1.4).

### **3.2 Berthing Rules**

The Berthing Rules for the GP Wharf may be varied from time to time by PBPL. A copy is provided at Appendix One.

### **3.3 Stevedoring of Vessels at the General Purpose Wharf**

Hirers are required to ensure that stevedores working the Facility meet the following requirements. They will:

- (a) complete the Stevedore checklist (refer to Appendix Three) upon the request of PBPL
- (b) work the vessel in compliance with Department of Immigration and Border Protection and Department of Agriculture and Water Resources inspection requirements
- (c) maintain clear access from road to wharf at all times
- (d) arrive not less than 1 hour prior to the vessel in order to complete the induction
- (e) ensure all cargo and equipment has been removed from the GP Wharf prior to the vessel's departure.

The Hirer is responsible and liable for the activities of its stevedores.

Hirers are required to keep PBPL updated on how cargo operations are progressing and must communicate updates on changes to the vessels ETD on a daily basis

### **3.4 Productivity of Stevedores**

Stevedores are required to achieve appropriate work rates as agreed between PBPL and the Hirer before vessel arrival and provide a sufficient number of crew to achieve agreed work rates. Whilst events of force majeure or other major unexpected incidents may delay a vessels departure, every effort should be made to affect a prompt turnaround. PBPL reserves the right to remove the vessel if the work rates are not met and/or it causes disruption to other users of the facility.

### **3.5 Services**

The ships agent is responsible for all provisioning, bunkering and grey water. Operations must be performed in accordance with Department of Agriculture and Water Resources and appropriate Occupational Health and Safety requirements.

The GP Facility is serviced by water. The requirement for water must be notified at the time of booking the Facility. Water will be metered and charged at a rate determined by PBPL.

### **3.6 Vessel Maintenance**

Vessels wanting to perform maintenance whilst at the GP Wharf must observe the requirements published in the Maritime Safety Queensland's *Port Procedures Manual* and obtain the appropriate permits. See Section 1.4.

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## **Section 4. Terminal Operations**

### **4.1 Terminal use**

The Terminal may be available for the pre-assembly of cargoes, temporary storage between discharge and delivery, and shore side activities for naval vessels and similar.

The Terminal is marked in three approximately 5000m<sup>2</sup> blocks. The Hirer may apply to hire one or more blocks, subject to availability. The Terminal is booked with our PBPL Property Team using a non exclusive Permit to Occupy (see Section 1.4) and may be hired separately from the GP Wharf.

Tenure of any part of the Terminal will be through a non exclusive Permit to Occupy granted by PBPL on terms and conditions acceptable to PBPL (see section 1.4).

Rates are based on the time required. The Terminal is not intended to be a long term storage facility.

## **4.2 Terminal Operations**

PBPL provides and maintains perimeter security for the Terminal.

The Hirer will indicate the requested terminal space on the booking form. If a non exclusive Permit to Occupy to use any part of the Terminal is granted by PBPL, PBPL will provide the Hirer confirmation containing the specific allocation of space and the term and time period of that non exclusive Permit to Occupy. The Hirer will be responsible for the cargo and security to cargo from adjoining blocks within the confines of the Terminal whether that be temporary fencing or any other device.

The use of the Facility is at the sole risk of the Hirer in accordance with the *Terms and Conditions* and/or the non exclusive Permit to Occupy. Documentary evidence of authorisation (i.e. proof of ownership) will still be required for receipt and delivery of cargo. Such authorisation will need to be provided to PBPL Port Security in advance of any planned cargo movement to enable coordination of multiple users and reduce delays at the controlled access point.

## **Section 5. Security**

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### **5.1 Overview**

Facility security is managed by PBPL Port Security and provided at PBPL direction. The security costs will be charged to the Hirer on a cost recovery basis. Any particular special security requirements should be made known to PBPL at the time of booking.

### **5.2 Access Control**

The Facility will be fenced along the perimeter and between the GP Wharf and the coal wharf. The Fence between the GP Wharf and the coal wharf will have a locked personnel gate, removal by PBPL in the event the two wharfs need to operate as one facility.

Land access to the Facility will be via a single entry point controlled by PBPL Port Security to verify that all vehicles and personnel who are entering or leaving the Facility have an appropriate reason to be there. Vehicles entering the Facility may be searched.

The Hirer must provide to PBPL a written list of persons authorised by the Hirer to access the Facility on behalf of the Hirer. The licensee under any Licence granted by PBPL to use any part of the Terminal must provide to PBPL a written list of persons (authorised by the cargo owner) to move cargo to and from the Terminal. PBPL is not responsible for verifying any identification provided to it by any person.

The Hirer must not interfere with any security measures.

### 5.3 Maritime Security Levels and Security Zones

Maritime security levels are declared pursuant to the *Maritime Transport and Offshore Facilities Security Act 2003 (Cth)* (MTOFSA).

Maritime security zones may be established pursuant to the MTOFSA.

The Hirer and all persons accessing the Facility and/or the Port of Brisbane must observe and comply with:

- f* the *Maritime Transport and Offshore Facilities Security Act 2003 (Cth)* and the *Maritime Transport and Offshore Facilities Security Regulations 2003 (Cth)*
- f* all directions, requirements, notices, conditions and maritime security plans in place at anytime in relation to maritime security zones and/or maritime security levels.

### 5.4 Occupied Wharf

When the Wharf is occupied by a security regulated vessel, the GP Wharf area will become a maritime security zone (see marked red section at Diagram One section 2.1). Any persons requiring access to the Terminal or GP Wharf will require a maritime security identification card (MSIC).

If the vessel is a passenger ship, the security zone will be restricted to the GP Wharf area allowing the access controlled terminal to be used for passenger purposes such as buses and taxis.

### 5.5 Unoccupied Wharf

There will not be a maritime security zone enacted if there is not a vessel berthed at the Facility. However, a security presence will be maintained by PBPL Port Security at all times and it will not be possible to gain unrestricted access to the GP Wharf. The Terminal can be used whilst the berth is unoccupied by any person authorised by PBPL.

### 5.6 Terminal

Port Security will provide 24 hour onsite security at the access point to the Facility whilst any goods are being stored in the Terminal area at the cost of the Hirer in accordance with the terms of any Licence granted by PBPL to the Hirer. If the Terminal is vacant PBPL may use remote monitoring and patrols.

## Section 6. Charges

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### 6.1 Overview

The Hirer will be invoiced as soon as practicable after the use of facilities has concluded. The invoice will detail any applicable fees at the rates specified in the *Schedule of Port Charges* (which covers Wharf Fees, Security Charges) and utilities charges if applicable.

Additional fees and penalties may apply as laid out in the *Terms and Conditions* (refer to Section 1.4) and/or any non exclusive Permit to Occupy that is granted to the Hirer for the use of any part of the Terminal.

## **6.2 Schedule of Charges**

The charges for the use of the facility are located on the PBPL website at:

<http://www.portbris.com.au/operations/portcharges>

## **Appendices**

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### **Appendix One**

*GP Wharf Berthing Rules*

### **Appendix Two**

*Details on Operations of TSHD Brisbane Service Area*

### **Appendix Three**

*Stevedore Checklist*

## **Appendix One**

### **GP Wharf Berthing Rules**

## APPENDIX ONE

### Berthing Rules – Multi-User General Purpose Berth

The Berthing Rules applicable in respect of the Multi-User General Purpose Wharf as at 1<sup>st</sup> November 2009 are as follows (subject always to the right of the PBPL to vary such Berthing Rules, at any time and from time to time, as may be required by the PBPL):-

#### 1. Definitions

(a) **“Cement Vessel”** means a Vessel:-

- (i) intending to discharge Cement Vessel Cargo from the Vessel onto the General Purpose Wharf;
- (ii) in connection with the business operations of Sunstate, conducted upon Lots 25 and 26.

(b) **“Cement Vessel Cargo”** means:-

- (i) clinker;
- (ii) limestone; and
- (iii) slag
- (iv) gypsum

or any one or more of the same (but for the avoidance of any doubt, expressly **excluding** sand), to be used by Sunstate for the purpose of the manufacture of cement on Lots 25 and 26.

(c) **“Coal Wharf”** means the wharf known as the “Coal Wharf – F1B1” and constructed on Lot 27 on CP SL9985 for the primary purpose of loading or unloading coal.

(d) **“General Purpose Wharf”** means the wharf constructed by PBPL on Lot 88 on SP 108337 for the primary purpose of loading or unloading dry bulk products.

(e) **“Government Agency”** means:-

- (i) any government, or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;
- (ii) any professional body, or self-regulatory organisation, that performs statutory functions; and
- (iii) the Insurance Council of Australia,

and includes the Maritime Safety Agency of Queensland, established under the *Maritime Safety Queensland Act 2002(Q)*.

(f) **“Lots 25 and 26”** mean Lots 25 and 26 on SL 9970.



- (g) **“Master”** has the meaning given to that term in Section 7 of the *Transport Operations (Marine Safety) Act 1994(Q)*.
- (h) **“Pilot”** has the meaning given to that term in the Schedule to the *Transport Operations (Marine Safety) Act 1994(Q)*.
- (i) **“Pilot Boarding Ground”** means the area identified as such in Section 9.3 of the “Brisbane Port Procedures Manual”, published by the said Maritime Safety Agency of Queensland.
- (j) **“Pilotage Area”** means an area of Queensland waters that is declared under the *Transport Operations (Marine Safety) Act 1994(Q)* to be a pilotage area.
- (k) **“Port”** means the Port of Brisbane as defined by the *Transport Infrastructure (Ports) Regulation 2005(Q)*.
- (l) **“Recorded”** means recorded by the responsible Government Agency.
- (m) **“Sand Vessel”** means a Vessel carrying, among other things, sand intended for discharge onto the Cement Wharf.
- (n) **“Standby Vessel/s”** has the meaning given to that term in Clause 3(b)(ii). (o) **“Standing”** includes standing, held or waiting (at the Pilot Boarding Ground).
- (p) **“Sunstate”** means Sunstate Cement Ltd ACN 010 421 879 and its successors.
- (q) **“Vessel”** means any kind of ship, boat or other vessel used, or intended to be used, in navigation by water or for any other purpose on water, and without limitation, includes a ship, boat or other vessel, whatever its size and however it is propelled or moved, and includes, for example, a barge, lighter or other floating vessel.

## 2. **Vessel priorities – general**

Subject to Clauses 3, 4 and 5:-

- (a) the Vessel Recorded as having arrived **first** in point of time at the Pilot Boarding Ground;
- (b) will have priority over all other Vessels, recorded as having subsequently arrived at the Pilot Boarding Ground;
- (c) for the purposes of: -
  - (i) its conduct through the Pilotage Area to the General Purpose Wharf;
  - (ii) its berthing at the General Purpose Wharf; and
  - (iii) the unloading and/or loading of its cargoes thereon or therefrom.

## 3. **Cement Vessel – Priority**

A Cement Vessel will be entitled to the benefit of the priorities set out in this Clause 3, in recognition of the significant investment made by Sunstate in the infrastructure

erected by and at the cost of Sunstate on the General Purpose Wharf, to facilitate the efficient unloading of Cement Vessels thereon, so that:-

(a) if:-

- (i) a Cement Vessel arrives at the Pilot Boarding Ground not more than **eight (8) hours** after the arrival thereof of another Vessel (for example, the Cement Vessel arrives 7 hours after the time of arrival at the Pilot Boarding Ground of the other Vessel);
- (ii) the Cement Vessel was booked onto the General Purpose Wharf, at least **fourteen (14) days** before it arrived at the Pilot Boarding Ground;
- (iii) the Cement Vessel arrived at the Pilot Boarding Ground within **eight (8) hours** of the time nominated in the said booking, as updated by, or on behalf of, the Master of the Cement Vessel, not less than **seventy two (72) hours** prior to its actual time of arrival; and
- (iv) the Cement Vessel can reasonably be expected to complete the discharge of its Cement Vessel Cargo, within **eighty (80) hours** of its arrival at the General Purpose Wharf;

(b) and:-

- (i) at the time the Cement Vessel arrives at the Pilot Boarding Ground;
- (ii) another Vessel or Vessels is or are already Standing at the Pilot Boarding Ground, pending a Pilot boarding and conducting the other Vessel or Vessels to the General Purpose Wharf (the "**Standby Vessel/s**");

(c) then:-

- (i) subject to Clause 4;
- (ii) the Cement Vessel must be given priority over the Standby Vessel/s for the purposes of:-
  - (A) the conduct of the Cement Vessel through the Pilotage Area to the General Purpose Wharf;
  - (B) its berthing at the General Purpose Wharf; and
  - (C) the discharge from the Cement Vessel onto the General Purpose Wharf of the Cement Vessel Cargo.

#### 4. **When another Vessel takes priority over a Cement Vessel**

If, in the reasonable opinion of the PBPL, any other Vessel can:-

- (a) be conducted through the Pilotage Area to the General Purpose Wharf;
- (b) load and/or unload its cargo therefrom or thereon; and
- (c) clear the General Purpose Wharf

within **twelve (12) hours** of its arrival at the Pilot Boarding Ground;

then:-

- (d) that Vessel must be given priority over any Cement Vessel already Standing at the Pilot Boarding Ground.

5. **Cruise Vessels and Naval Vessels**

A passenger cruise Vessel or a naval Vessel:-

- (a) booked onto the General Purpose Wharf at least **thirty (30) days** before it arrives at the Pilot Boarding Ground (and notice of which booking is displayed on the berth booking schedule); and
- (b) arriving, or already Standing, at the Pilot Boarding Ground;
- (c) must be given priority over:-
  - (i) any Cement Vessel; and
  - (ii) all other Vesselsthen Standing at the Pilot Boarding Ground.

6. **If Coal Wharf available**

Notwithstanding anything hereinbefore contained, if:-

- (a) a Cement Vessel would be entitled to priority over any Standby Vessel/s pursuant to Clause 3(c);

but:-

- (b) at that time, in the reasonable opinion of the PBPL, the Coal Wharf is immediately available to load and/or unload the Cement Vessel

then:-

- (c) the Cement Vessel will be given priority over any Standby Vessel/s under Clause 3(c), but:-
  - (i) to the Coal Wharf;
  - (ii) in lieu of the General Purpose Wharfand Clause 3(c) shall, in such circumstances, be read and construed accordingly.

The Berthing Rules for the General Purpose Wharf have no effect on any other berthing rules for other berths within the port.

PBPL shall be under no liability to any person or entity, for any loss, damage or costs, of whatever nature, whether direct or indirect (including, but not limited to, consequential losses and loss of profits) arising out of, or in connection with, or as a consequence of, the detention or delay of any Vessel, however arising, consistently with the application of the Berthing Rules.

## **Appendix Two**

### **Details on Operations of TSHD *Brisbane* Service Area**

## **Appendix Two**

### **Details on Operations of TSHD *Brisbane* Service Area**

There is an area of approximately 1500 m<sup>2</sup> at the up stream end of the Terminal that has been reserved for PBPL for exclusive use in conjunction with the Brisbane Crew Change Wharf. However, PBPL allow third party usage of this area if approved by PBPL. The area will be fenced to delineate it from the remainder of the terminal.

PBPL use includes vehicle parking on crew change days for the TSHD Brisbane utilising the Brisbane Crew Change Wharf.

- f* the area has the ability to accommodate the following:
- f* vehicles used by PBPL Staff and Contractors working on the vessel;
- f* vehicles ferrying crew to and from the vessel;
- f* vehicles delivering stores to the vessel; and
- f* materials and spares stored for loading onto the vessel.

Traffic access to the area will be through the Terminal via lockable gates off River Drive. Once vehicles have entered the Terminal there is a clearly marked roadway and turnaround accessing the upstream area as outlined on Plan No 121745 below. Pedestrians moving from the area to the wharf must do so via the marked walkway as shown on the plan.

Vehicles will only park in the area whilst the vessel is at the wharf.

The security of vehicles while at the site will be responsibility of the driver of the vehicle.

### **Refuelling to the TSHD Brisbane**

An area has been set aside adjacent to the crew change wharf to accommodate road tankers supplying fuel as indicated on the plan. The tanker whilst unloading will be positioned far enough upstream to avoid blocking the access to the wharf. This area will not impact on the Terminal Traffic flow.

### **Crew Transportation**

If crew are being delivered and picked up from the vessel by bus, this exchange will also be accommodated in the area reserved for PBPL use or in the drop off area immediately adjacent to the wharf access. They will make their way to/from the vessel by the marked access way as described above.

### **Vehicles servicing the vessel directly**

Vehicle requiring to proceed onto the wharf to directly service the vessel e.g. Bidvest stores vehicles will do so as described above but will proceed directly onto the wharf access way through the marked roadway and turnaround.

## **Appendix Three**

### **Stevedore Checklist**

## Stevedore Check list

### Port of Brisbane Pty Ltd Common User Port Facility

Applicant: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please Tick

YES / NO

#### Financial Standing

Has the Applicant provided evidence that it can pay the Fees due pursuant to the Stevedoring Licence Agreement? (Applicant to provide copy of most recent financial statements)

--	--

Has the Applicant (or a related entity of the Applicant) ever been placed into liquidation, administration, receivership, bankruptcy or entered into a composition or arrangement with its creditors?

--	--

If yes, will that affect the Applicant's ability to pay Fees?

--	--

#### Reputation

Does the Applicant provide services at any other port or terminal?

--	--

Is the Applicant presently party to any litigation?

--	--

If yes, is the litigation material?

--	--

Has the Applicant ever been found to have breached any legislation relating to occupational health and safety, environmental management, dangerous goods management, quarantine or customs?

--	--

#### Compliance with Stevedoring Access Terms

Has the Applicant provided evidence of:

the existence of the following current policies of insurance?

(i) Public Risk (not less than \$20,000,000)

--	--

(ii) Workers Compensation

--	--

the arrival of a vessel which the Applicant will be loading or unloading?

--	--

the Applicant has available a workforce which is:

(i) sufficient to move the cargo within a reasonable time?

--	--

(ii) appropriately trained or qualified in the use of the equipment?

--	--

the existence of an occupational health and safety risk assessment?

--	--

that the Applicant can provide information regarding cargo by EDI?

--	--

#### Statutory Requirements

Does the Applicant hold the following approvals (where relevant)?

(a) dangerous goods?

--	--

(b) quarantined goods?

--	--

(c) customs bonding?

--	--