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Port of Brisbane Pty Ltd

**PORT NORTH COMMON USER  
BERTH 1**

**BERTHING RULES**

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August 2023

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## Section 1. Purpose and Scope of the Facility

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### 1.1. Purpose

The purpose of the Port North Common User Berth 1 (**Facility**) is to provide an industry facility for Fuel and Petroleum Products cargo handling.

### 1.2. Scope

The Facility consists of a 329m long wharf (including berthing dolphins) and a gated and fenced pedestrian walkway from the adjoining landside area.

The berth has a declared depth of 14.3m.

The Facility is managed by Port of Brisbane Pty Ltd (**PBPL**) on a pre-booked common user basis.

These Berthing Rules details how the Facility is operated. PBPL reserves the right to update and amend these berthing rules as necessary to meet corporate, legislative requirements and operational needs.

### 1.3. Authority

This document is issued under the authority of the PBPL.

### 1.4. Disclaimer

Everything in this document is correct as at the time of publication. This document should be read in conjunction with the Port of Brisbane Port Procedures Manual. If there are any discrepancies the Port Procedures Manual takes precedence. The manual is available at <http://www.msq.qld.gov.au/shipping/port-procedures/port-procedures-brisbane.aspx>

### 1.5. Definitions

**Berthage** means in respect to clause 3.4 the commodity rate per 24 hours or part thereof for berthing at the Facility as published in the Schedule of Port Charges on the Website from time to time.

**Bio-diesel** or **Bio-fuels** means any fuel, petroleum product, diesel or similar derived from plants and/or animals, including by esterification of oil derived from plants and/or animals and in any case not being derived from a mineral source. **Bio-diesel** and **Bio-fuels** include any strain or derivate thereof, and include a blend of the same with any Fuel or Petroleum Products.

**Booking Form** has the meaning given to it in Clause 2.4

**ERA** means environmentally relevant activities.

**Fuel and Petroleum Products** means a mixture, consisting predominantly of hydrocarbons and refined and processed, including motor spirits (petrol), aviation turbine fuels, kerosenes, diesel oils, furnace oils, but in any case excluding Bio-diesel and Bio-fuels and any mixture containing Bio-diesel and Bio-fuels.

**Good Industry Practice** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator in Australia, engaged in the same type of undertaking, seeking to operate and conduct its business in accordance with all applicable Laws, under the same or similar circumstances and conditions.

**Hirer** means each party executing a Booking Form, other than PBPL, and holding a Licence from PBPL to access the Facility and the Unloading Equipment including:

- (a) the employees, operators, officers, agents, contractors, service suppliers, licencees and invitees of the Hirer; and
- (b) any other persons who are at any time under the control of the Hirer, or are in or upon or using the Facility or the Unloading Equipment, with the consent (express or implied) of the Hirer.

**Licence** means a non-exclusive licence issued by PBPL for the use of the Facility for the loading and unloading of Fuel and Petroleum Products, and Bio-diesel or Bio-fuels.

**Non-Pumping Times** means time taken to perform the activities necessary to:

- (a) tie up and secure the vessel at the Facility;
- (b) connect and disconnect unloading equipment;
- (c) change between products being loaded and/or unloaded from the vessel;
- (d) perform relevant quality and/or volume checks; and
- (e) untie the vessel from the Facility

but in any case not exceeding the time periods specified in clause 3.4.

**Schedule of Port Charges** means the schedule of charges for use of PBPL's facilities and Services (or its equivalent) from time to time published by PBPL, including on the Website.

**Unloading Equipment** means all or any part of PBPL's plant, equipment, machinery, tools, facilities, data, technology, appliances, items, implements, consumables and other things installed, or to be installed, on, or used in connection with, the Facility, (and all renewals, replacements, upgrades and/or repairs thereof), necessary and/or incidental to the proper and efficient conduct of the loading and/or unloading of Fuel and Petroleum Products across or via the Facility); and all associated controls, equipment and monitoring devices.

**User Charge** means the charge payable by the Hirer to PBPL for the use of the berth as published on the Website in the Schedule of Port Charges.

**Website** means [www.portbris.com.au](http://www.portbris.com.au), or any other website used by PBPL as its primary website from time to time.

## Section 2. Area Management and Safety

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### 2.1 Facility Overview

<b>Owner:</b>	Port of Brisbane Pty Ltd
<b>Distance from end of Fisherman Islands:</b>	4.8km
<b>Wharf Length:</b>	329m (including berthing dolphins)
<b>Nominal Depth:</b>	14.3m
<b>Berth Pocket: (Length x Width)</b>	329m by 50m
<b>Services:</b>	Water, Telephone, Electricity
<b>Equipment:</b>	Unloading Equipment
<b>Use:</b>	Fuel and Petroleum Products
<b>Terminal Area:</b>	Nil
<b>Access:</b>	24hr Controlled – Perimeter Fence
<b>Facilities:</b>	Guardhouse

### 2.2 Facility Area

The Facility will be managed by PBPL. The area is designated the Port North Common User Berth 1.

### 2.3 Non-Exclusive Licence

A Licence is required to enter and use the Facility for the loading and unloading of Fuel and Petroleum Products, and Bio-diesel or Bio-fuels.

### 2.4 Booking

A Hirer is required to place a booking to use the Facility.

Booking the Facility is in accordance with the booking form published on the Website (**Booking Form**). In most cases the agent will make contact by phone and confirm the details in writing using the Booking Form. The booking is not confirmed until the Booking Form has been accepted by PBPL and confirmation sent back to the agent.

A booking must be made 14 calendar days prior to the intended date of use. At that time the vessel's name, length over all (**LOA**), cargo and estimated time of arrival (**ETA**) should be

provided with an expected estimated time of departure (**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 with corresponding definite notice of ETA being received for the window specified.

The Facility is used for ship exchange operations only. No cargoes can be stored on or in the working berth.

Bookings will be managed to ensure optimum use of the Facility.

## **2.5 Berthing Priority**

Berthing priorities for vessels are determined in accordance with the order of arrival of vessels at the Port of Brisbane pilot station, provided that a booking application and definite notice of ETA has been previously received and accepted by PBPL for each vessel according to clause 2.4 of these berthing rules. PBPL may change the priority of the users berthing at the Facility in its absolute discretion, acting reasonably. Vessel layup will have the lowest priority in any case.

## **2.6 Dangerous Goods Management**

Fuel and Petroleum Products are considered dangerous goods. This Facility permits the loading and/or unloading of Fuel and Petroleum Products.

This Facility is not available for the working of other dangerous goods or vessels carrying other dangerous goods, or wanting to work other cargo, or lay over. PBPL reserves its right to review this policy at its sole discretion.

## **2.7 Occupational Health and Safety and Risk Management**

The Hirer must comply with all legislative and Port requirements including obtaining any relevant approvals.

The Hirer is responsible for their own health and safety and must adhere to the minimum PBPL occupational health and safety requirements as per the terms and conditions in the Booking Form. These are also listed on signs displayed around the Facility detailing the following information:

- Minimum (Personal Protective Equipment) PPE
- Site plan with emergency equipment locations and muster points
- Emergency contact Information

At all times the Facility will be operated under the risk management plan of the Hirer. The facility is included in PBPL's standard emergency plans for wharves. Dial 000 in the event of an emergency.

Any required first aid supplies must be provided by the Hirer.

## **2.8 Induction / Pre use or Post Use Checklists**

Hirer is required to complete an induction that will cover health and safety, emergency procedures, site layout and operation of the Facility. A record of the induction must be kept by the Hirer and produced on demand by PBPL.

Pre and post use inspection checklists are required for each use of the Facility.

## **2.9 Facility Maintenance**

The Hirer must maintain clear access to the Facility at all times to enable PBPL to carry out maintenance on the facility. The Hirer must ensure that any persons under the authority or direction of PBPL are supervised and provided with suitable instruction regarding any loading or unloading of cargo operations being conducted by the Hirer at that time.

## **2.10 Marshalling – Traffic Control**

The Facility is accessed via Piped Road, Pinkenba. Access way must remain clear at all times.

## **2.11 Customs and AQIS**

The Facility is secured with a gate and fenced walkway from the landside area. The Hirer is responsible for ensuring that any Customs and AQIS requirements are met for their vessel/cargo. There is no covered storage available at the Facility.

## **2.12 Responsibility, Warranty or Representation**

Any operating procedures, manuals and/or inductions received from or conducted by or on behalf of PBPL in relation to the Hirer's use of the Facility are given or carried out without any liability on the part of PBPL or its agents and imply no responsibility of PBPL for any of the works and services undertaken or performed by the Hirer pursuant to the Booking Form, nor do they imply, warrant or constitute any warranty or representation by PBPL that the same accord with Good Industry Practice or limit or discharge any of the obligations of the Hirer hereunder.

## **Section 3. Berth and Wharf Operations**

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### **3.1 Berth Management**

PBPL manages the Facility through its Port Operations division located at Port Office. The Facility is primarily available for the loading and unloading of Fuel and Petroleum Products. Bio-diesel and Bio-fuels may be unloaded subject to the specific requirements set out in section 4.2.2 below.

### **3.2 Berth Operations**

The Facility must be left in the condition it was taken over. The vessel will be met by a representative of PBPL and the Facility will be subject to a pre and post use inspection. The Hirer must pass the pre and post use inspection and must complete the relevant checklist. Any issues will be addressed promptly with the Hirer. The Hirer will be responsible for any necessary remediation. PBPL may complete any necessary work and charge the cost to the Hirer.

The Hirer will be given any prior access necessary to enable the prompt turnaround of the vessel.

Hirers must vacate the Facility (and vessels sail) within three hours of completion unless agreed with PBPL. Hirers requiring additional time at the berth 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 berth should the need arise.

### **3.3 Loading/Unloading of Vessels at the Berth**

Hirers are required to ensure that loading and/or unloading operations of the vessel must meet the following requirements. The Hirer must ensure that they:

- (a) hold the relevant ERA for the loading and/or unloading of Fuel and Petroleum Products, and Bio-diesel or Bio-fuels at the Facility;
- (b) work the vessel in compliance with Australian Customs and Quarantine Inspection Services requirements;
- (c) operate the Unloading Equipment:
  - a. using only competent and properly qualified, licensed and trained personnel;
  - b. in accordance with Good Industry Practice and recognised methods and standards of operation;and in carrying out its Obligations hereunder, shall observe in all respects the instructions and/or recommendations of the manufacturers of the Unloading Equipment and/or as advised by PBPL (acting reasonably) from time-to-time;
- (d) hold an operating procedure manual (to be provided on request to PBPL for approval and which will not be unreasonably withheld or delayed) that governs the operating



procedures that the Hirer's personnel will follow while operating the Unloading Equipment and loading or unloading Fuel;

- (e) maintain clear access from road to wharf at all times;
- (f) arrive 1 hour prior to the vessel in order to complete the induction;
- (g) maintain pumping operations 24hrs per day (excluding tie-up, quality testing, product changes, connection and disconnection times);
- (h) have an appropriate person onsite to conduct the appropriate pre and post inspection checklists;
- (i) supervise the loading and/or unloading and be able to operate the fire fighting facilities onsite until the vessel departs the Facility; and
- (j) remove all equipment taken onto the wharf by the Hirer prior to the vessel's departure.

### **3.4 Productivity**

The Hirer is required to achieve appropriate work rates and provide a sufficiently large enough number of crew. Whilst events of force majeure may delay a vessel's departure, every effort should be made to affect a prompt turnaround.

PBPL will rebate the Berthage fee component the User Charge, in accordance with the Schedule of Port Charges, to vessels utilising the berth in excess of 72 hours and achieving a minimum average pumping rate of 1,800 kilolitres per hour, excluding Non-Pumping Times up to a maximum of six hours for vessels not loading and/or unloading aviation fuels, or up to a maximum of nine hours for vessels loading and/or unloading aviation fuels. PBPL reserves its right to amend this minimum average pumping rate from time-to-time in the Schedule of Port Charges.

PBPL reserves the right to require any vessel to vacate the Facility immediately if the vessel has not been able to pump more than 500 kilolitres of Fuel on average for each hour (and proportionately for part of an hour) over any 36 hour period, excluding Non-Pumping Times up to a maximum of six hours for vessels not loading or unloading aviation fuels, or up to a maximum of nine hours for vessels loading and/or unloading aviation fuels.

### **3.5 Services**

The ship's agent is responsible for all provisioning, bunkering and grey water. Operations must be performed in accordance with the Port Procedures Manual and appropriate occupational health and safety requirements.

The wharf has electricity and water. The requirement for water must be notified at the time of booking the facility. Water will be metered and charged at the appropriate rate.

### **3.6 Vessel Maintenance**

Vessel maintenance is strictly prohibited at the berth.

## **Section 4. Terminal Operations**

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### **4.1 Specific Requirements by Cargo Type**

#### **4.1.1 Bulk Liquids Transfer – Fuel and Petroleum Products**

PBPL will meet with the Hirer where possible 24 hours prior to the vessel berthing to ensure that all loading equipment is operational along with ensuring that the fire fighting systems are fully operational.

PBPL along with the Hirer must ensure that a 25m exclusion zone is setup prior to the vessels arrival at the facility.

The Hirer must ensure that the appropriate checklists have been completed and the appropriate emergency response measures have been checked off with the vessel and the terminal.

The Hirer must ensure that they have the appropriate emergency evacuation procedures in place and PBPL Security onsite are aware of this procedure.

PBPL will ensure that PBPL Security are made aware of the requirement to maintain the 25m exclusion zone around the facility at all times.

No access will be allowed by other parties wanting to use the facility during unloading of Fuel and Petroleum Products unless jointly agreed by the Hirer's representative onsite and PBPL.

#### **4.1.2 Bulk Liquids Transfer – Bio-diesel and Bio-fuels**

PBPL will meet with the Hirer where possible 24 hours prior to the vessel berthing to ensure that separate and isolated loading equipment (from that equipment used in the normal loading and/or unloading of Fuel or Petroleum Products) is operational along with ensuring that the fire fighting systems are fully operational.

The Hirer shall only use loading and/or unloading equipment specifically designated for Bio-diesel and Bio-fuels and suitably isolated from any other equipment used for the loading and/or unloading of Fuel or Petroleum Products.

PBPL along with the Hirer must ensure that a 25m exclusion zone is setup prior to the vessels arrival at the facility.

The Hirer must ensure that the appropriate checklists have been completed and the appropriate emergency response measures have been checked off with the vessel and the terminal.

The Hirer must ensure that they have the appropriate emergency evacuation procedures in place and PBPL Security onsite are aware of this procedure.

PBPL will ensure that PBPL Security are made aware of the requirement to maintain the 25m exclusion zone around the facility at all times.

No access will be allowed by other parties wanting to use the Facility during unloading of any cargoes containing any concentration of Bio-diesel or Bio-fuels unless jointly agreed by the Hirer's representative onsite and PBPL.

## **Section 5. Security**

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### **5.1 Overview**

Facility security is managed by PBPL Security. 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 gated at the entrance to the pedestrian walkway and fenced along the length of the pedestrian walkway. Access to the Facility will be via this single entry point controlled by PBPL Security to ensure that all personnel who are entering or leaving the Facility have an appropriate reason to be there. Persons desiring to enter the Facility will need to be authorised in advance jointly by the Hirer and PBPL.

### **5.3 Berth Occupied**

Whilst the berth is occupied by a security regulated vessel, the entire Facility will become a maritime security zone. Any persons requiring access to the terminal or wharf will require a Maritime Security Identity Card (MSIC).

### **5.4 Berth Empty**

There will be no maritime security zone whilst there are no vessels berthed at the facility. However security will be maintained by PBPL Security at all times and it will not be possible to gain unrestricted access to the berth.

## **Section 6. Charges**

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The Hirer will be invoiced user charges as soon as practicable after use of the Facility. The invoice will detail any applicable fees at the rates specified in the user charges, including electricity and water charges if applicable, and security charges.

## Section 7. Miscellaneous

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### 7.1 Communications and Contact List

		PHONE	EMAIL
Port Security	Coordinator	07 3258 4614	<a href="mailto:pbpl.security@portbris.com.au">pbpl.security@portbris.com.au</a>
	Control Room	07 3258 4601 (24hrs)	
Bookings	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	

### 7.2 Inspection Checklist

PBPL document only.

### 7.3 Common User Facility Booking Form

<http://www.portbris.com.au/files/PDF/PBCCommonUserBerthBookingForm.pdf>

### 7.4 Common User Facility Charges

[http://www.portbris.com.au/operations/shipping/port\\_charges](http://www.portbris.com.au/operations/shipping/port_charges)

### 7.5 Site Plan

See Appendices.

### 7.6 Port North Common User Berth Telephone Use

See Appendices

## Section 8. References

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### 8.1 Port Procedures Manual

Refer [http://www.msq.qld.gov.au/home/shipping/port\\_procedures/port\\_procedures\\_brisbane](http://www.msq.qld.gov.au/home/shipping/port_procedures/port_procedures_brisbane)

### 8.2 Shipping Handbook

Refer <http://www.portbris.com.au/shipping-operations/shipping-handbook>