

### CHIPPING AND PAINTING NOTICE

Date		Vessel Name	
Port and Berth		Master of Vessel ("Master")	(full name)
Person and company undertaking the Painting, if other than the Master ("Operator")	(full name and position of person and company , including ACN)	Owner of the Vessel ("Owner")	(full name and ACN)
Start Date		End Date	
Description of Painting to be undertaken	..... .....		

The Master (for and on behalf of the Owner) and Operator (where applicable), in consideration of Flinders Ports Pty Limited ("Flinders Ports ") allowing Painting to occur whilst the Vessel is in the Port, acknowledge and agree that the undertaking of the Painting will be at the Master's and Operator's own cost and in accordance with the following terms and conditions:

1. Painting will not be undertaken until Flinders Ports has acknowledged in writing its receipt of this Notice.
2. The Master and Operator will comply with and satisfy all present and future laws and applicable Australian Standards in respect of the undertaking of Painting (including without limitation the Environmental Protection Acts and Regulations 200 and 201 of the Harbors and Navigation Regulations (SA) 2009).
3. This Notice covers only the specified Painting and further notice must be given to Flinders Ports before any additional Painting is commenced. If Painting is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to Painting recommencing.
4. The Master and Operator will only undertake Painting whilst it safe to do so, but will not allow the same to be undertaken, without limitation, while the Vessel or any other vessel or person in the vicinity is:
  - a. bunkering or transferring fuel; or
  - b. loading fodder or grain; or
  - c. handling dangerous, combustible or hazardous products (such as those with a low flash point).
5. The Master and Operator will ensure that while Painting is being undertaken, and for a reasonable period thereafter, that:
  - a. a fire and spill watch is to be maintained by a responsible person other than the person undertaking the Painting.
  - b. suitable extinguishing equipment is at hand.
  - c. all spills resulting from Painting (including without limitation of paint or paint chips) are to be immediately contained, recovered and cleaned up.
  - d. work in a confined area is to be certified gas free and regularly monitored by a suitably qualified person and Painting may proceed only in compliance with any special conditions that person may specify.
6. All spills, hazards, safety incidents or breaches of the terms and conditions of this Notice are to be reported immediately to Port Control by telephone (08) 8440 9008.
7. Notwithstanding any other provision of this Notice, the Master, Owner and Operator agree to undertake Painting on, in or in the vicinity of the Vessel at their own risk in all things and release and indemnify Flinders Ports, its related bodies corporate and their directors, officers, employees, agents, contractors, subcontractors, licensees, subtenants or invitees and any person claiming through them ("Flinders Ports' Agents") from and against all Claims of every kind arising from or out of undertaking or the occurrence of Painting or any act, matter or thing done or performed by the Master, Owner and Operator, visitors or other

persons in relation to Painting or any omission of the said persons including, without limitation, any Claim in respect of:

- a. any accident or damage to property or death of or injury to any person of any nature; or
  - b. loss of or damage to fixtures or personal property of the Master, Owner and Operator or any other person;
- on, in or in the vicinity of the Vessel.

8. In this Notice:

- a. **“Claim”** means any demand, action, claim, cause of action, proceedings, judgement, order, relief, remedy, right entitlement, damage, loss (including without limitation consequential, incidental, special and indirect losses of profits, contracts and revenue), compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, however arising under statute, at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise) including, without limitation, pursuant to the Environment Protection Act 1993).
- b. **“Painting”** means the application of any paint or coating, the preparation or surfaces for painting and coating (such as sanding, chipping or scraping) or any related or ancillary activities.
- c. No rule of construction applies to the disadvantage of Flinders Ports on the basis that Flinders Ports put forward this Notice or any part of it.
- d. Any remedy, power or entitlement given to Flinders Ports in any clause of this Notice is in addition to any remedy, power or entitlement which Flinders Ports may have under any other agreement or law.
- e. If any provision of this Notice is deemed to be, or becomes void, voidable or unenforceable, it must be read down, or if incapable of being read down, severed, and the remaining provisions of this Notice continue to have full force and effect.

**SIGNED** for and on behalf of **Flinders Ports Pty Limited** by:

\_\_\_\_\_  
Name:  
Position:  
Date:

We, the undersigned, warrant that we are authorised to represent and bind the Master, Owner and Operator, respectively, and consequently further acknowledge, warrant and represent that the Master, Owner and Operator, respectively, accept and agree to be bound by the terms and conditions set out in this Notice:

**SIGNED** by or on behalf the **Master**:

**SIGNED** for and on behalf of the **Operator** by:

\_\_\_\_\_  
Name:  
Position:  
Date:

\_\_\_\_\_  
Name:  
Position:  
Date: