

EXPLOSIVES NOTICE

Date		Vessel Name	
Port and Berth		Master of Vessel ("Master")	(full name)
Person and company undertaking the Movement of Explosives, 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)
Description of Movement of Explosives (see definition below) 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 the Movement of Explosives to occur in the Port, acknowledge and agree that the undertaking of the Movement of Explosives will be at the Master's and Operator's own cost and in accordance with the following terms and conditions:

1. The Movement of Explosives will not be undertaken until Flinders Ports has acknowledged in writing its receipt and acceptance of a:
 - a. Permit executed by the CEO DTEI, Master or his agent and the Inspector of Explosives; and
 - b. this Notice of the Movement of Explosives.
2. The Master and Operator will only undertake the Movement of Explosives whilst it safe to do so, in compliance with and to the satisfaction of present and future laws and applicable standards in respect of the undertaking of the Movement of Explosives, including without limitation the:
 - a. Explosives Act 1936 (SA);
 - b. Explosives Regulations 1996; and
 - c. Explosives (Security Sensitive Substances) Regulations 2006 (SA).
3. This Notice covers only the specified Movement of Explosives and a further notice must be given to Flinders Ports and, if necessary, a further Permit obtained from the CEO DTEI, before any additional Movement of Explosives is commenced.
4. If the Movement of Explosives is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to the Movement of Explosives recommencing.
5. All 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.
6. Notwithstanding any other provision of this Notice, the Master, Owner and Operator agree to undertake Movement of Explosives 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 the Movement of Explosives or any act, matter or thing done or performed by the Master, Owner and Operator, visitors or other persons in relation to the Movement of Explosives 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.

7. In this Notice:

- a. **“CEO DTEI”** means the chief executive officer of the Department of Transport Energy and Infrastructure.
- b. **“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).
- c. **“Explosives”** has the same meaning as in the Explosives Act 1936.
- d. **“Movement of Explosives”** means the loading to or unloading from a vessel of explosives or movement or operation of a vessel which is carrying Explosives in the Port, together with any related or ancillary activities, including without limitation as described above.
- e. **“Permit”** means a permit under Schedule “O” of the Explosives Regulations 1996.
- f. 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.
- g. 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.
- h. 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.

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

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

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

Name:
Position:
Date:

Name:
Position:
Date: