

LIFEBOAT DRILL NOTICE

Date		Vessel Name	
Port and Berth		Master of Vessel ("Master")	(full name)
Person and company undertaking the Lifeboat Drill, 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 Lifeboat Drill 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 Lifeboat Drill to occur whilst the Vessel is in the Port, acknowledge and agree that the undertaking of the Lifeboat Drill will be at the Master's and Operator's own cost and in accordance with the following terms and conditions:

1. The Lifeboat Drill will not be undertaken until Flinders Ports has acknowledged in writing its receipt of this Notice. Port Control is to be notified by radio (VHF Ch 12) on the commencement and conclusion of the Lifeboat Drill.
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 the Lifeboat Drill.
3. This Notice covers only the specified Lifeboat Drill and further notice must be given to Flinders Ports before any additional Lifeboat Drill is commenced. If the Lifeboat Drill is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to the Lifeboat Drill recommencing.
4. The Master and Operator will only undertake the Lifeboat Drill whilst it safe to do so, but will not allow the same to be undertaken, without limitation, if other vessel movements at the Port:
 - a. may be prevented or interfered with by the Lifeboat Drill; or
 - b. may prevent or interfere with the Lifeboat Drill.
5. Prior notice of the Lifeboat Drill is to be provided to the Australian Customs Service by the Master or Vessel's agent.
6. 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.
7. Notwithstanding any other provision of this Notice, the Master, Owner and Operator agree to undertake Lifeboat Drill 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 Lifeboat Drill or any act, matter or thing done or performed by the Master, Owner and Operator, visitors or other persons in relation to Lifeboat Drill 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. **“Lifeboat Drill”** means lowering or launching any survival craft, together with any related or ancillary activities, including without limitation as described above.
- 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 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**:

Name:
Position:
Date:

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

Name:
Position:
Date: