

## BUNKERING NOTICE

Date		Vessel Name	
Port and Berth		Master of Vessel ("Master")	(full name)
Person and company undertaking the Bunkering, 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 Bunkering to be undertaken	<p>.....</p> <p>.....</p>		

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

1. Bunkering 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 and International Standards in respect of the undertaking of Bunkering (including without limitation IMO codes and policies (such as the ISM Code), MARPOL, Regulation 41(5) of the Harbors and Navigation Regulations 2009 (SA), Dangerous Substances Act 1979 (SA), the Environment Protection Act 1993 (SA), Adelaide Dolphin Sanctuary Act 2005 (SA) and AAPMA Guidelines).
3. This Notice covers only the specified Bunkering and further notice must be given to Flinders Ports before any additional Bunkering is commenced. If Bunkering is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to Bunkering recommencing.
4. The Master and Operator will only undertake Bunkering 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:
  - a. has combustible materials or sources of ignition (such as pilot lights on gas appliances) near or in the vicinity of the Bunkering Area;
  - b. bunkering or transferring fuel; or
  - c. loading fodder or grain; or
  - d. handling dangerous, combustible or hazardous products (such as those with a low flash point).
5. The Master and Operator will ensure that while Bunkering 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 Bunkering.
  - b. suitable oil spill containment and clean up equipment is available for immediate deployment, if required.
  - c. suitable extinguishing equipment (such as a charged fire hose) is at hand.
  - d. all spills resulting from Bunkering are to be immediately contained, recovered and cleaned up.
  - e. work in a confined area is to be certified gas free and regularly monitored by a suitably qualified person and Bunkering 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 Bunkering 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 Bunkering or any act, matter or thing done or performed by the Master, Owner and Operator, visitors or other persons in relation to Bunkering 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. **“Bunkering”** means any transfer of non-cargo liquid products (including without limitation bunker oil and fuel) between ships and shore based suppliers (including without limitation barges and road tankers), together with any related or ancillary activities.
- 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. **“IMO”** means the International Maritime Organization.
- d. **“ISM Code”** means the International Safety Management Code for the safe management and operation of ships and for pollution prevention published by the IMO.
- e. **“MARPOL”** means The International Convention for the Prevention of Pollution from Ships of 2 November 1973, as adopted by Australia and amended from time to time.
- f. **“AAPMA Guidelines”** means the *Guidelines for the Safe Transport, Handling and Storage of Dangerous Substances and Oils in Port Areas*, published by the Association of Australian Port and Marine Authorities Inc., as in force from time to time.
- g. 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.
- h. 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.
- i. 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 of the **Master**:

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

\_\_\_\_\_  
Name:

Position:

Date:

\_\_\_\_\_  
Name:

Position:

Date: