

OVERSIZE VESSEL APPLICATION – Thevenard

Date of arrival Date of departure		Vessel Name	
Berth		Master of Vessel ("Master")	(full name)
Person and company undertaking the Oversize Voyage, 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 Oversize Voyage to be undertaken, including the Vessel's draft and dimensions.		

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

1. The Oversize Voyage will not be undertaken until Flinders Ports has acknowledged in writing its receipt of this Application and acceptance of the Oversize Voyage.
2. The Master and Operator will comply with and satisfy all present and future laws and applicable standards in respect of the undertaking of the Oversize Voyage.
3. This Application covers only the specified Oversize Voyage and a further application must be given to Flinders Ports before any additional Oversize Voyage is commenced. If the Oversize Voyage is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to the Oversize Voyage recommencing.
4. The Master and Operator will only undertake the Oversize Voyage whilst it safe to do so, and will only allow the same to be undertaken, without limitation, if:
 - a. it occurs in daylight;
 - b. the wind speed during the movement of the Vessel is less than 15 knots;
 - c. the arrival draft of the Vessel:
 - i. has 2/3rd propeller immersion;
 - ii. has trim between 1 to 2 metres by the stern;
 - d. at the departure of the Vessel it has an even keel or is trimmed by the stern with a minimum under keel clearance of 10%;
 - e. 1 tug is in attendance for the berthing and the sailing of the Vessel; and
 - f. the arrival draft of the Vessel is not greater than 6.0m (even keel or trimmed by the stern).
5. All hazards, safety incidents or breaches of the terms and conditions of this Application are to be reported immediately to Port Control by telephone (08) 8440 9008.
6. Notwithstanding any other provision of this Application, the Master, Owner and Operator agree to undertake Oversize Voyage 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 Oversize Voyage or any act, matter or thing done or performed by the Master, Owner and Operator, visitors or other persons in relation to the Oversize Voyage 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 Application:

- 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. **“Oversize Voyage”** means the movement within the Port of the Vessel which is oversized in relation to the operational limits of the Port, 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 Application or any part of it.
- d. Any remedy, power or entitlement given to Flinders Ports in any clause of this Application 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 Application 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 Application 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 Application:

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

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

Name:
Position:
Date:

Name:
Position:
Date: