

Please complete this form and forward to Flinders Ports, fax **08 8447 0606** or email fpsecurity@flindersports.com.au

You will then be issued with a User ID and Password to complete the Flinders Ports Online Induction. At the conclusion of the induction, you are then required to contact Flinders Ports on (08) 8447 0600 to arrange a time to have your photograph taken and your access card created.

You will be advised if your application is declined.

- * Flinders Ports Access Cards will only be issued to those people who hold a Maritime Security Identification Card – MSIC.
- * Evidence of the Maritime Security Identification Card (MSIC) must be provided when collecting your Access Card. For further information please contact 8447 0600.
- * A fee of \$100 is payable per card. Payment can only be made by cash / cheque / EFT.
- * The Access Card is a 2 year card.

1. APPLICANT'S INFORMATION (To be completed by Applicant)

Applicant's Surname First Name Date of Birth

Company Name

Phone (work) Mobile

Email Address

Work Postal Address

.....

Maritime Security Identification Card (MSIC No): MSIC Expiry Date:

2. Areas to be accessed (please tick)			3. Reason for Access (please tick)	
Pt Adelaide Outer Harbor Outer Harbor 1 & 2 <input type="checkbox"/> Outer Harbor Berth 8 <input type="checkbox"/> Osborne Berth 1 <input type="checkbox"/> Container Terminal Container Reveal & Delivery Only <input type="checkbox"/> Pt Adelaide Fuel Berths <input type="checkbox"/> Passenger Pilot Boat Transfer <input type="checkbox"/>	Pt Adelaide Inner Harbour 18 – 20 Berths <input type="checkbox"/> 27 Berth <input type="checkbox"/> 29 Berth <input type="checkbox"/> Pt Adelaide Bulk Precinct <input type="checkbox"/> (Berth 29)	Regional Ports Wallaroo <input type="checkbox"/> Port Pirie <input type="checkbox"/> Port Lincoln <input type="checkbox"/> Thevenard <input type="checkbox"/> Port Giles <input type="checkbox"/>	Port User <input type="checkbox"/> Flinders Ports Contractor <input type="checkbox"/> Security Personnel <input type="checkbox"/>	

I have read and agree with the Port Access Requirements and have read the Privacy Policy each provided to me by Flinders Ports and understand that a fee of \$100 is payable upon receiving my access card and that a charge of \$100 is payable if I require a replacement card.

Signature of Applicant Dated/...../.....

4. EMPLOYMENT VERIFICATION (To be completed by Manager / Supervisor)

I (Name) of (Company) confirm that the above listed applicant and employer details are correct and request that a security access card be issued to the applicant. I undertake to notify Flinders Ports of any changes to the above particulars and to recover and return the access card prior to the applicant leaving our employ or upon transfer to a position which does not require retention of the card.

Signature of Manager / Supervisor Date

Contact Number:

5. FLINDERS PORTS OFFICE USE ONLY

Photo ID Sighted Receipt Individual Company Access Card Number

.....
 Card Issued By Date Access Card expiry date

1. Purpose of document

To define the obligations and responsibility of Port Users for use of and access to the Facilities.

2. Agreement to use Facilities

2.1 The Port User acknowledges that:

- (a) the Facilities will not always be available for its use,
- (b) its rights to use the Facilities are non-exclusive. The Port User will from time to time be required to use the Facilities in common with other persons authorised by Flinders Ports. In doing so the Port User will use its best endeavours to avoid any undue interference with or impediment to the business or activities of those other persons.

3. Undertakings by the Port User

The Port User agrees with Flinders Ports:

- (a) To comply with all requirements of the Port Security Plans as approved by Department of Transport and Regional Services and the direction of the Port Security Officer;
- (b) not to use the Facilities for any purpose other than that intended by Flinders Ports and as directed by Flinders Ports representatives;
- (c) to comply with any reasonable direction of Flinders Ports in connection with the use of the Facilities;
- (d) to take all steps necessary to prevent the outbreak of fire, pollution and any other hazards likely to cause loss or damage on or from the Facilities during the Access Period;
- (e) not to make alterations or additions to the Facilities (including without limitation the installation of plant or equipment, or the erection of advertisements, signs or notices) without the prior written approval of Flinders Ports;
- (f) to comply with all documentary requirements and operating procedures as required from time to time by Flinders Ports; and
- (g) to ensure that any cargo which is loaded, unloaded or stored at the Facilities is appropriately stored and handled.

4. Approved Access Period - berth areas and other areas

The Port User will have an Approved Period of 12 months from the date of the approval of the Access Application, unless otherwise stated.

5. No representations and warranties

The Port User acknowledges that Flinders Ports has made no representations nor given any warranties as to the suitability of the Facilities for the purpose for which the Port User wishes to use the Facilities and that it is the responsibility of the Port User to assess the suitability of the Facilities.

6. Obligation as to Cargo

- 6.1 The Port User shall ensure that all cargo handled by the Port User at the Facilities is in every way safe for carriage by sea or road or rail. The Port User will ensure that the cargo:
 - (a) does not exceed the gross capacities of equipment utilised at the Facilities;
 - (b) is in a fit and proper condition to be handled or otherwise dealt with in the normal course of business by the equipment and operating procedures usually employed;
 - (c) complies with all applicable laws, orders, regulations or other requirements of an Australian government and all other local or government authorities whatsoever; and,

- (d) complies with all requirements by any bills of lading applicable to any of the cargo and containers loaded or unloaded at the Facilities.

- 6.2 The Port User shall comply with any rules and reasonable directions made from time to time by Flinders Ports in respect of the handling of Dangerous Cargo and will also comply with any statute, statutory regulations or other legal requirement that may be in force whether prescribed by the government or any international agency or institution, and also with rules, requirements or procedures set by owners of cargo as appropriate and in addition comply with all such procedures and rules as are considered current good operating practice
- 6.3 The Port User shall comply with the documentation and procedures in respect of all wharf and Port operations as required from time to time by Flinders Ports.

- 6.4 The Port User undertakes not to arrive at the berth or wharf gate with any Dangerous Cargo without previously giving written notice of the details and nature of the Dangerous Cargo to Flinders Ports and marking the cargo and the container or other covering on the outside as required by any laws or regulations which may be applicable indicating they require special care by Flinders Ports.

- 6.5 The Port User agrees that if the Port User fails to remove cargo from the wharves within the time allotted for storage then Flinders Ports may at its sole and unfettered discretion handle, remove, store or otherwise deal with such containers and cargo at the entire risk and expense of the Port User.

- 6.6 If such cargo is unclaimed within a reasonable time, or in Flinders Ports' opinion the cargo has deteriorated, decayed or is worthless, Flinders Ports may at its discretion and without notice and without prejudice to any other rights which Flinders Ports may have hereunder and without incurring any liability to the Port User or any other party, sell abandon, or otherwise dispose of such cargo at the entire risk and expense of the Port User.

7. Responsibility for Safe Management

- 7.1 The Port User warrants to Flinders Ports that the Port User will at all times comply with its duties and obligations under the Work Health and Safety Act 2012 (SA) and that it will not do or omit to do anything which breaches that Act or is likely to breach any duty or obligation under such Act or which is likely to result in enforcement proceedings under the said Act.

- 7.2 The Port User undertakes and warrants to Flinders Ports that it will comply fully with all reasonable directions, requirements and instructions notified to it by Flinders Ports, in respect of health and safety issues or in respect of any duties or obligations or any person under the Work Health and Safety Act 2012 (SA). The Port User acknowledges that this may include producing, upon reasonable notice, evidence that it is satisfying its obligations under the said Act.

- 7.3 If at any time the Port User becomes aware that it is in breach, or is likely to be in breach of any such duty or obligation, the Port User agrees to immediately notify Flinders Ports and the Port User must immediately avoid, remedy, or mitigate any such breach or anticipated breach and follow any reasonable directions of Flinders Ports to remedy any such breach.

- 7.4 The Port User will ensure that its employees, servants, agents, contractors and invitees:
 - (a) are aware of these conditions and will abide by them;
 - (b) will comply with the reasonable safety precautions required by Flinders Ports at all times.

8. Damage to Facilities

The Port User will be responsible for any damage caused to the Facilities or any ancillary areas arising from or in connection with the Port User's use of the Facilities including without limitation, any damage caused by the impact of vehicles, personnel or machinery

9. Cost of damage to be met by Port User

- 9.1 The cost of repairing any damage (excluding fair wear and tear) which in the opinion of Flinders Ports has been caused by or in connection with the Port User's use of the Facilities will be borne by the Port User.
- 9.2 Reimbursement shall include a substantiated cost for the repair and a fee for Flinders Ports administration and management of repairs to be negotiated on a case by case basis.

10. Notification of damage and/or injury

- 10.1 During the Access Period, the Port User will immediately, and in any event no later than one hour after becoming aware of any damage to the Facilities, injury to any person or any circumstances likely to cause any such damage or injury, notify Flinders Ports of such damage, injury or circumstance.
- 10.2 The Port User must periodically inform all of its agents, contractors, employees, invitees and servants of its obligation under **clause 10.1**.
- 10.3 No later than 48 hours after the Port User gives notice to Flinders Ports in accordance with **clause 10.1** the Port User must provide a detailed written report to Flinders Ports in respect of the accident or other event giving rise to the damage, injury or any other consequence.

11. Requirement to comply with all state and federal laws and Flinders Ports requirements

- 11.1 The Port User will in all respects comply with every act of Parliament (whether State or Federal), regulation, ordinance, by-law, code of conduct and every notice or order of any competent government or municipal authority relating to, or resulting from, the use of the Facilities or any ancillary areas by the Port User (**Laws**), including without limitation:
 - (a) Maritime Transport Security Legislation;
 - (b) the obtaining of any permit or license required to be obtained in relation to such use; and
 - (c) laws relating to the protection of the environment; and
 - (d) laws relating to the handling, storage, discharge and carriage of dangerous goods, oils, gases, chemicals and refuse; and
 - (e) laws relating to quarantine of goods and/or persons and other customs requirements; and
 - (f) laws relating to occupational health and safety.
- 11.2 The Port User will promptly produce to Flinders Ports copies of any permits, licenses, authorities or consents required under **clause 11.1** and will keep those permits, licenses, authorities and consents current and subsisting at all times/throughout the currency of the Access Period.
- 11.3 The Port User will, when using the Facilities, comply and ensure compliance with all requirements in relation to occupational health and safety.

12. Environmental compliance

Without limiting any other provision of these terms and conditions, the Port User will, when using the Facilities, comply and ensure compliance with all environmental policies and procedures adopted by Flinders Ports from time to time. These policies and procedures will apply in all cases as a minimum standard but nothing will prevent the Port User from adopting a higher standard if that is in accordance with the Port User's own policies and procedures.

13. Port User not to expose Flinders Ports to liability

The Port User must not do or omit to do on or about the Facilities any act or thing by reason of which Flinders Ports may under any law become liable to pay any penalty, damages, compensation, fees, costs, charges or expenses or to perform any work.

14. Cleaning and Restoration of Facilities

14.1 The Port User will keep, maintain and leave the Facilities in a clean and proper condition to the satisfaction of Flinders Ports.

14.2 Should the Port User fail to leave the Facilities in the condition required by **clause 14.1**, Flinders Ports may, if it thinks fit, carry out or cause to be carried out all such remedial work, rubbish removal, restoration, cleaning and other similar work as may be necessary to bring the Facilities into that condition. The cost of such work will be paid by the Port User no later than 5 Business Days after written demand is made by Flinders Ports. An invoice issued by Flinders Ports as to the cost of such work will be conclusive evidence of the cost.

14.3 For the purposes of this **clause 14**, Facilities may include areas adjacent or subjacent to the Facilities the condition of which is required to be restored in accordance with this **clause 14** as a result of the failure of the Port User to comply with its obligations under this clause.

15. Flinders Ports may recover costs

If:

- (a) the cost of any repairs payable by the Port User arising from the Port User's obligation in **clause 9** is not received within 10 Business Days after written demand is made by Flinders Ports; or
- (b) the cost of any cleaning payable by the Port User arising from the Port User's obligations in **clause 14.2** is not received within 10 Business Days after written demand by Flinders Ports.

Then these amounts or any of them may be recovered by Flinders Ports as a debt. Flinders Ports may charge interest at the rate of 2% above the Commonwealth Bank of Australia's overdraft rate for amounts in excess of \$10,000 from time to time if the Port User fails to make any payment in accordance with this clause from the date on which payment became due until the date of actual payment by the Port User.

16. Risk, Property and Indemnity

16.1 The Port User shall indemnify Flinders Ports for loss of or damage to Flinders Ports' property which results from the negligence of the Port User and/or for any resulting consequential loss sustained by Flinders Ports.

16.2 The Port User will be liable for loss or damage caused to Flinders Ports' property and any consequential loss where such damage or loss is caused by any negligent act or omission of the Port User.

16.3 Flinders Ports will not be liable in any circumstances whatsoever for any loss, damage, expenses, accident or injury to any property or person to the extent that it:

- (a) was caused by the failure of the Port User to comply with any of the conditions of the Port Access Requirements
- (b) has been caused by an act or omission of the Port User.

16.4 Notwithstanding anything to the contrary in this Agreement:

- (a) Flinders Ports and the Port User ("Indemnifying Party") shall indemnify, defend and hold each other harmless from claims, demands and causes of action asserted against the other party ("Indemnified Party") by any third party (including, without limitation Flinders Ports' and Port Users' employees) for personal injury, death or loss of or damage to property resulting from the Indemnifying Party's negligence, wilful misconduct or breach of status.
- (b) Where personal injury, death, or loss of or damage to property is the result of the joint negligence, or wilful misconduct of both parties, the Indemnifying Party's duty to indemnify shall be reduced in proportion to the joint negligence, or wilful misconduct contributed by the other Party.
- (c) If either party is strictly liable under applicable law, the other party's duty to indemnify that party shall be in the same proportion that its negligence, or wilful misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable.

16.5 For the purposes of this document and without limiting the statutory or common law meaning of "wilful misconduct" the intent of the parties is that an act of "wilful misconduct" does not include negligence and implies an intentional disregard of good and prudent standards or performance or of any of the terms of this agreement.

17. Force Majeure

Notwithstanding anything contained in this document, Flinders Ports will not be liable or responsible to the Port User for failure or delay in performance of any services where that failure or delay arose directly or indirectly (and whether in whole or in part) as a consequence of any Force Majeure Event.

18. General provisions

18.1 The right to use the Facilities conferred by Flinders Ports is personal to the Port User and may not be transferred or designated to any other party. Flinders Ports may transfer or assign its rights under this document at any time by notice to the Port User.

19. Contact Details

19.1 All contact and notification requirements set out in these Port Access Requirements are to be directed to Flinders Ports;

- (a) 08 84470600 24hrs
- (b) PO Box 19, Port Adelaide, South Australia, 5015

20. Definitions

20.1 In these terms and conditions:

- 'Access Application' means the "Application for Photo ID Access Card" form.
- 'Access Period' means the period approved in an Access Application during which the Port User wishes to have access to and use of the Facilities specified in the Access Application;
- 'Cargo' means goods, merchandise or other property of every type, and includes persons, livestock and containers;

'Dangerous Cargo' means goods defined as such in the International Maritime Dangerous Goods Code from time to time, or in any other similar, equivalent or applicable laws or regulations relating to dangerous cargo;

'Machinery' means without limitation, any equipment used by the Port User;

'Facilities' means any part of a port, berth, wharf, jetty and adjacent areas owned or operated by Flinders Ports to which a port user is granted access.

'Force Majeure Event' means any event outside the reasonable control of Flinders Ports, including without limitation:

- (a) any interruption to the supply of electricity, gas or water to Flinders Ports (there being no obligation on Flinders Ports to have available any auxiliary supplies);
- (b) strikes, riots, civil commotions, lockouts, stoppages or restraints of labour, whether or not involving the employees of Flinders Ports;
- (c) war, civil war, hostilities or the acts of terrorists or insurgents or similar disturbances;
- (d) adverse or unusual conditions of sea or weather, earthquakes, flood or fire;
- (e) acts, orders, regulations or requirements of any relevant authority or any person purporting to act on behalf of any such authority.

'Port' means any one of the ports of Port Adelaide, Klein Point, Port Giles, Port Lincoln, Port Pirie, Thevenard and Wallaroo;

'Port Security Officer' means the person designated by Flinders Ports to implement and maintain the approved Maritime Security Plan; 'Port Security Plan' means the Security Plans approved by Department of Transport and Regional Services for each of the Ports operated and managed by Flinders Ports;

'Port Security Procedures' means those procedures as defined within the Port Security Plans approved by Department of Transport and Regional Services in accordance with the Maritime Security Legislation;

'Port User' is the party whose Access Application has been accepted and authorised by Flinders Ports and includes the employees, servants agents, contractors and invitees of the Port User;

'Flinders Ports' means Flinders Ports, and, where appropriate, includes its employees, servants and agents;

'Business Day' means any day other than Saturday, Sunday or Public Holiday in South Australia.

21. Interpretation

Unless the contrary intention appears:

- (a) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
- (b) singular includes plural and vice versa;
- (c) a reference to a party includes a reference to the party's executors, administrators, legal personal representatives, successors and permitted assigns;
- (d) a reference to a party means a person who is named as a party to, and is bound to observe the provisions or, the Port Access Requirements;
- (e) a reference to a **clause** is to **clause** set out in these Port Access Requirements.

22. Headings

All headings in these Port Access Requirements have been inserted for ease of reference only. They do not affect the meaning or interpretation of them.

Purpose

The Flinders Port Holdings Group collects, uses and discloses personal information. This allows the Group to provide effective services, carry out effective administration, comply with legal requirements and manage business relationships. The Group is bound by the Australian Privacy Principles contained in the Privacy Act and will comply with those principles.

References

Privacy Act 1988 (Commonwealth)
Australian Privacy Principles

Definitions

In this Policy, references to:

APPs means the Australian Privacy Principles contained in the Privacy Act

Group, we and **us** mean:

- Flinders Port Holdings Pty Ltd
- Flinders Ports Pty Ltd
- Flinders Port Management Services Pty Ltd
- Flinders Ports Land Development Pty Ltd
- Flinders Logistics Pty Ltd
- Flinders Ports Adelaide Container Terminal Pty Ltd
- Adelaide Container Terminal Pty Ltd
- Flinders Adelaide Container Terminal Pty Ltd
- Flinders Spencer Gulf Ports Pty Ltd
- Flinders Spencer Gulf Marine Services Pty Ltd
- Spencer Gulf Portlink Pty Ltd

Personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

Privacy Act means the Privacy Act 1988 (Commonwealth)

Application

This Policy applies to the Group on and from 12 March 2014.

Consistent with the Privacy Act, this Policy does not apply to certain 'employee records'.

Policy

1.0 For what purposes do we collect, hold, use and disclose personal information?

We generally collect and hold personal information for the purposes of:

- enabling us to provide, or offer to provide, services (including access to our facilities)
- staff and contractor selection, management and administration
- legal compliance for example with laws relating to customs, maritime security and safety
- facilitating payment for goods and services provided to us
- account keeping, invoicing, debt collection and reference checking.

If you do not provide the requested information then we may not be able to allow you access to port facilities or be able to conduct business with you.

We may use and disclose personal information for the particular purpose for which it was collected, for related or ancillary purposes or where permitted or required by a law.

We do not disclose personal information to overseas recipients other than directly to the individual involved.

2.0 What kinds of personal information is collected and held?

In general the kinds of personal information we collect include, but are not limited to, name, date of birth, email address, telephone/fax numbers, business and/or residential address, details provided to verify identity, employer details, financial details and reference checks.

3.0 How is personal information collected and held

Solicited personal information will only be collected by lawful and fair means, only if it is reasonably necessary for one or more of our functions or activities and only from the individual it is about unless this is unreasonable or impracticable. Collection is generally from forms completed by the individual, over the phone, in writing (including by email) and through our website.

Where we receive unsolicited personal information which could not have been collected if it had been solicited, we will, if it is lawful and reasonable to do so, destroy the information or ensure that the information is de-identified.

4.0 Data Quality

We will take such steps (if any) as are reasonable in the circumstances to ensure that the personal information we:

- collect is accurate, complete and up to date; and
- use or disclose is, having regard to the purpose of the use or disclosure, accurate, up-to-date, complete and relevant.

If we become aware of an error or change in an individual's personal information we will correct the information we hold as soon as possible.

5.0 Data Security

We will take such steps as are reasonable in the circumstances to protect personal information we hold from misuse, interference and loss and from unauthorised access, modification or disclosure. We store personal information in a secure environment which can only be accessed, modified or disclosed by authorised parties.

When we no longer need personal information we hold for any purpose for which the information may be used or disclosed, and subject to any legal requirements to retain the information, we will take reasonable steps to destroy or de-identify the information.

6.0 Access to personal information

An individual may request that we provide the individual with access to the personal information held on that person. We may require the individual to verify their identity and to specify what information they require. When complying with a request we will respond to the request within a reasonable period and give access to the information in the manner requested by the individual, if it is reasonable and practicable to do so.

A fee (which will not be excessive) may be charged for providing access, although no fee is applicable on application.

The APPs set out circumstances in which we need not comply with an access request either at all or in the manner requested. Where this occurs, as required by the APPs, we will take such steps (if any) as are reasonable in the circumstances to give access in a way that meets our needs and those of the individual. If we refuse to give access to the personal information, or to give access in the manner requested by the individual, we will give the individual a written notice that sets out:

- the reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
- the mechanisms available to complain about the refusal; and
- any other matter prescribed by the regulations.

Individuals who wish to request access should call the Privacy Officer on (08) 8447 0614.

7.0 Correction of personal information

If we hold personal information about an individual and either:

- we are satisfied that, having regard to a purpose for which the information is held, the information is inaccurate, out of date, incomplete, irrelevant or misleading; or
- the individual requests us to correct the information (in which case we will respond within a reasonable period after the request is made, and for no charge);

we will take such steps (if any) as are reasonable in the circumstances to correct that information to ensure that, having regard to the purpose for which it is held, the information is accurate, up to date, complete, relevant and not misleading.

If we correct personal information about an individual that we previously disclosed to another entity and the individual requests us to notify the other entity of the correction, then we will take such steps (if any) as are reasonable in the circumstances to give that notification unless it is impracticable or unlawful to do so.

If we refuse to correct the personal information as requested by the individual, we will give the individual a written notice that sets out the reasons for the refusal (except to the extent that it would be unreasonable to do so), the mechanisms available to complain about the refusal, and any other matter prescribed by the regulations.

If we refuse to correct the personal information as requested by the individual and the individual requests us to associate with the information a statement that the information is inaccurate, out-of-date, incomplete, irrelevant or misleading information (in which case we will respond within a reasonable period after the request is made, and for no charge) we must take such steps as are reasonable in the circumstances to associate the statement in such a way that will make the statement apparent to users of the information.

8.0 Enquiries and complaints process

Individuals requiring further information, seeking access to personal information about the individual that is held by us or seeking the correction of such information should contact the our Privacy Officer, whose contact details are as follows:

*Privacy Officer
Flinders Port Holdings Group
Level 1
296 St Vincent Street
Port Adelaide SA 5015*

*Phone: (08) 8447 0614
Fax: (08) 8447 0606
Email: flindersports@flindersports.com.au*

*Latest amendments in red text
UNCONTROLLED if printed*

This Privacy Policy will be available on our website www.flindersports.com.au and on request from our Privacy Officer.