

# SCHEDULE OF RATES 2023 FOR AUSTRALIA

**SVITZER**

FOR YOUR CONVENIENCE THIS IS AN [INTERACTIVE PDF](#). THIS ENABLES YOU TO [CLICK ON BELOW PORTS](#) TO BE DIRECTED TO THE PREFERRED TARIFF SHEET.

## EAST COAST PORTS

[ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES](#)

[BRISBANE](#)

[CAIRNS](#)

[EDEN](#)

[GEELONG](#)

[LUCINDA](#)

[MELBOURNE](#)

[MOURILYAN](#)

[NEWCASTLE](#)

[PORT BONYTHON](#)

[PORT KEMBLA](#)

[PORT OF HASTINGS – WESTERNPORT](#)

[PORT PIRIE](#)

[SYDNEY - GORE COVE](#)

[SYDNEY - PORT BOTANY](#)

[SYDNEY - PORT JACKSON \(EXCL GORE COVE\)](#)

[WALLAROO](#)

## WEST COAST PORTS

[ALBANY](#)

[BUNBURY](#)

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## SUPPORTING DOCUMENTS

[UKSTC](#)

[BUNKER ADJUSTMENT FACTOR](#)

[FLEET LEGEND](#)

### MEMBERSHIP HAS ITS BENEFITS



Reach out to us today to discuss your needs and explore the benefits that a direct towage agreement has to offer.

We're always willing to better understand our customers and reward your loyalty and support.

Please contact Svitzer Commercial at [commercial.aus@svitzer.com](mailto:commercial.aus@svitzer.com) to discuss your requirements.



# SVITZER AUSTRALIA

## CONTACTS – PORT MANAGEMENT

**SVITZER**

Ports	Title	Name	Email	Phone Number
All East Coast	General Manager	Dylan Sheehan	Dylan.Sheehan@svitzer.com	+61 410 221 069
All West Coast	General Manager	Tully Barnes	Tully.Barnes@svitzer.com	+61 439 324 169

Ports	Title	Name	Email	Phone Number
Adelaide – Adelaide Region	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Albany	Port Manager	Georgia Terlick	Georgia.Terlick@svitzer.com	+61 428 406 380
Ardrossan – Adelaide Region	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Brisbane	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Bunbury	Port Manager	Georgia Terlick	Georgia.Terlick@svitzer.com	+61 428 406 380
Cairns	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Eden	Port Manager	Adriana Dello Iacono	Adriana.Dello.Iacono@svitzer.com	+61 413 034 677
Fremantle	Port Manager	Zoe Gill	Zoe.Gill@svitzer.com	+61 439 657 428
Geelong	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Geraldton	Port Manager	Zoe Gill	Zoe.Gill@svitzer.com	+61 439 657 428
Kwinana	Port Manager	Zoe Gill	Zoe.Gill@svitzer.com	+61 439 657 428
Lucinda	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Melbourne	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Mourilyan	Regional Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Newcastle	Port Manager	Lauren Munro	Lauren.Munro@svitzer.com	+61 417 333 422
Port Bonython	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Giles – Adelaide Region	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Kembla	Port Manager	Adriana Dello Iacono	Adriana.Dello.Iacono@svitzer.com	+61 413 034 677
Port of Hastings - Westernport	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Pirie	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Sydney (Gore Cove)	Port Manager	Renee Connolly	Renee.Connolly@svitzer.com	+61 421 083 113
Sydney (Port Botany)	Port Manager	Renee Connolly	Renee.Connolly@svitzer.com	+61 421 083 113
Sydney (Port Jackson)	Port Manager	Renee Connolly	Renee.Connolly@svitzer.com	+61 421 083 113
Walleroo	Regional Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714



# SVITZER AUSTRALIA

## CONTACTS – COMMERCIAL & OPERATIONS

**SVITZER**

### Commercial

#### Ports

Australia  
Australia  
Australia  
Australia  
Australia  
Australia  
Australia  
Australia

#### Title

Chief Commercial Officer  
Deputy Chief Commercial Officer  
Head of Commercial  
Growth and Portfolio Manager  
Senior Commercial Analyst  
Commercial Business Partner  
Port and Commercial Manager  
Commercial Officer

#### Name

Ivan Spanjic  
Shafaq Rahman  
Karina Gourley  
Josina Meier  
Sina Sobhanei  
Sarah Hornum  
Georgia Terlick  
Jasmine Alexander

#### Email

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#### Phone Number

+61 484 330 775  
+61 409 775 126  
+61 422 414 602  
+61 457 500 814  
+61 477 965 183  
+61 472 789 833  
+61 428 406 380  
+61 448 724 957

### Operations

#### Ports

All West Coast  
All East Coast  
Melbourne, Geelong, Westernport  
Brisbane, Cairns, Mourilyan, Lucinda  
Sydney (Botany, Jackson, Gore Cove) Port Kembla,  
Eden Newcastle  
Fremantle, Kwinana, Albany, Geraldton  
South Australia (Adelaide, Ardrossan, Port Giles), Port  
Bonython, Port Pirie, Wallaroo

#### Title

Operations Centre Manager  
Operations Superintendent  
Operations Officer  
Operations Officer  
Operations Officer  
Operations Officer  
Operations Officer

#### Name

Nicole Stanton  
Kye Romeo  
Controllers Victoria  
Controllers Queensland  
Controllers New South Wales  
Controllers Western Australia  
Controllers South Australia

#### Email

Nicole.Stanton@svitzer.com  
Kye.Romeo@svitzer.com  
vic.controllers@svitzer.com  
sthqld.controllers@svitzer.com  
nsw.controllers@svitzer.com  
wa.controllers@svitzer.com  
wa.controllers@svitzer.com

#### Phone Number

+61 439 296 034  
+61 401 403 098  
1800 133 022  
1800 453 938  
1800 804 186  
1800 424 617  
1800 424 617

# ADELAIDE REGION – ADELAIDE / ARDROSSAN / PORT GILES

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

VESSEL GROSS TONNAGE (GT)											MAX. TIME DURATION IN HOURS
	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	>90,000	
ADELAIDE – BERTHING / SAILING / SHIFTING WITHIN INNER HARBOUR	5,261	6,169	7,283	8,426	9,049	9,239	9,314	9,361	9,419	9,507	2
ADELAIDE – SHIFTING BETWEEN INNER HARBOUR AND OUTER HARBOUR	75% OF THE TARIFF RATE FOR ALL VESSEL SIZES										2
ARDROSSAN & PORT GILES – BERTHING / SAILING / SHIFTING – TUG MOBILISED FROM PORT ADELAIDE <sup>1</sup>	32,097	33,005	34,119	35,262	35,885	36,075	36,150	36,197	36,255	36,343	2





<sup>1</sup>Ardrossan and Port Giles tariff rates are inclusive of **mobilisation surcharge** of AUD 26,836

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
TUG ASSIST SERVICE CHARGE – AS STIPULATED BY FLINDERS PORTS' PORT RULES ON EACH OCCASION	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% Active (ex-wharf)
DEAD SHIP MOVEMENT	50%
LATE ORDER / CANCELLATION / AMENDMENT TO PORT ADELAIDE - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
LATE ORDER / CANCELLATION / AMENDMENT TO PORT ADELAIDE - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%
LATE ORDER / CANCELLATION / AMENDMENT TO ARDROSSAN OR PORT GILES - WITHIN TWELVE (12) HOURS OF JOB COMMENCEMENT	25%
LATE ORDER / CANCELLATION / AMENDMENT TO ARDROSSAN OR PORT GILES - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	50%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

### ADELAIDE REGION FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
ADELAIDE			
Svitzer Heron 	65	Z	F1
SL Endeavour 	70	Z	FA
Barunga 	70	Z	FA
Sheringa 	50	Z	

PORT GILES & ARDROSSAN SERVICED BY TUGS FROM ADELAIDE



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 672 281

#### GENERAL ENQUIRIES

PHONE: 1800 672 281

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA, 6162, AUSTRALIA

#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)

RATES PER 1 APRIL 2023

# TERMS AND CONDITIONS

## ADELAIDE REGION, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Adelaide, Port Giles, Ardrossan, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot. All rates in the schedule apply at any time on any day.

5. Additional Time is charged if the service takes longer than the maximum time duration.

6. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to the matrix within this document.

15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

17. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

18. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

19. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# ALBANY



## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT)	<5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	>50,001	
BERTHING / SAILING	2,787	4,316	6,771	7,991	8,198	8,805	9,138	9,484	9,844	10,217	10,604	2
SHIFTING AT / BETWEEN BERTHS – with ship's main engine	50% OF THE TARIFF RATE FOR ALL VESSEL SIZES											2
SHIFTING AT / BETWEEN BERTHS – without ship's main engine	75% OF THE TARIFF RATE FOR ALL VESSEL SIZES											2
BERTH TO ANCHOR / ANCHOR TO BERTH	100% OF THE TARIFF RATE FOR ALL VESSEL SIZES											2

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGE IN 15 MINUTE INCREMENTS	25%

#### ALBANY FLEET AS OF 1 APRIL 2023

	TBP	TYPE
Karoo 	48	Z
Koona 	49	Z

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	HOURLY RATE
PILOT TRANSFERS (IF PART OF TUG JOB)	350
NON-EMERGENCY TUG HIRE RATES - EXCLUDING NORMAL HARBOUR SERVICES - MINIMUM CHARGE OF FOUR (4) HOURS	3,161
SUNDRY SERVICES INCLUDING FIREFIGHTING, USE OF PUMPS, ASSISTANCE IN OIL POLLUTION RESPONSE	POA
	FOR ALL VESSEL SIZES
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	5,137

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 424 617

#### GENERAL ENQUIRIES

PHONE: 1800 424 617

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 FEBRUARY 2023

#### PORT MANAGER DETAILS :

GEORGIA TERLICK

PHONE : +61 428 406 380

EMAIL: [GEORGIA.TERLICK@SVITZER.COM](mailto:GEORGIA.TERLICK@SVITZER.COM)



# TERMS AND CONDITIONS

## ALBANY, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Albany, effective from 1 FEBRUARY 2023.
2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
3. All rates are in Australian dollars (AUD) excluding GST.
4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
5. All rates in the schedule apply at any time on any day.
6. Booking – is to be arranged with SVITZER Australia's Albany agent by 1700 hours on the working day prior to the vessel movement. A minimum of twenty-four (24) hours prior Notice is required.
7. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.
8. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

9. For any other special services rates and terms are available on request.
10. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
11. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
12. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
13. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer.

The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 13 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

14. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

15. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the Act). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

16. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

17. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

18. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# BUNBURY



## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

	VESEL GROSS TONNAGE (GT)	<3,000	3,001 5,000	5,001 7,000	7,001 9,000	9,001 11,000	11,001 13,000	13,001 15,000	15,001 17,000	17,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	
BERTHING / SAILING		1,324	1,435	1,809	2,161	2,470	2,845	3,197	3,661	4,014	4,212	4,520	4,807	5,225	2
	VESEL GROSS TONNAGE (GT)	40,001 45,000	45,001 50,000	50,001 55,000	55,001 60,000	60,001 65,000	65,001 70,000	70,001 75,000	75,001 80,000	80,001 85,000	85,001 90,000	90,001 95,000	95,001 100,000	>100,001	
BERTHING / SAILING		5,579	5,997	6,086	6,218	6,351	6,482	6,614	6,703	6,747	6,791	6,834	6,879	6,925	2
SHIFTING AT / BETWEEN BERTHS – with ship's main engine		50% OF THE TARIFF RATE FOR ALL VESSEL SIZES													2
SHIFTING BETWEEN ANCHOR & BERTHS – with ship's main engine		100% OF THE TARIFF RATE FOR ALL VESSEL SIZES													2

## SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	HOURLY RATE
SUNDRY SERVICE CHARGES PER TUG – MINIMUM CHARGE OF FOUR (4) HOURS <sup>2</sup>	1,841
PILOT TRANSFERS (IF PART OF TUG JOB SERVICES)	369
FIRE AND EMERGENCY RESPONSE ASSISTANCE	POA

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOB COMMENCEMENT	100%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
DEAD SHIP MOVEMENT	200%
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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### OPERATIONS (24 HOURS)

PHONE: 1800 424 617

### GENERAL ENQUIRIES

PHONE: 1800 424 617

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 APRIL 2023

### PORT MANAGER DETAILS :

GEORGIA TERLICK

PHONE : +61 428 406 380

EMAIL: [GEORGIA.TERLICK@SVITZER.COM](mailto:GEORGIA.TERLICK@SVITZER.COM)

### BUNBURY FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
KOOMBANA 	81	Z	F1
MARLSTON 	81	Z	F1





# TERMS AND CONDITIONS BUNBURY, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Bunbury, effective from 1 APRIL 2023.
2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
3. All rates are in Australian dollars (AUD) excluding GST.
4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
5. All rates in the schedule apply at any time on any day.
6. Booking – A minimum of twenty-four (24) hours prior Notice is required.
7. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.
8. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

9. For any other special services rates and terms are available on request.
10. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
11. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.
12. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.
13. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer.

The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 13 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

14. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

15. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the Act). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

16. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

17. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

18. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# FREMANTLE & KWINANA



## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT) <sup>2</sup>	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,001	
BERTHING / SHIFTING / SAILING	1,307	2,533	3,297	3,644	4,614	5,011	5,406	5,828	6,162	7,087	8,150	9,374	10,778	12,395	14,254	2

## SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	HOURLY RATE
SUNDRY SERVICE CHARGES – MINIMUM CHARGE OF FOUR (4) HOURS PER TUG <sup>1</sup>	2,309
THIRD AND FOURTH TUG HIRE – MINIMUM CHARGE OF FOUR (4) HOURS PER TUG	2,309






<sup>1</sup>Rates for services not addressed in this schedule are available upon request.

<sup>2</sup>If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>1</sup>	50%
ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
ADDITIONAL DECKHAND – FOR EVERY TWELVE (12) HOURS	960

<sup>1</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

### FREMANTLE & KWINANA FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Svitzer Eagle 	65	Z	F1
Svitzer Falcon 	65	Z	F1
Svitzer Harrier 	70	Z	F1
Svitzer Albatross 	72	Z	F1
Svitzer Redhead 	80	Z	F1



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 424 617

#### GENERAL ENQUIRIES

PHONE: 1800 424 617

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 APRIL 2023

#### PORT MANAGER DETAILS :

ZOE GILL

PHONE : +61 439 657 428

EMAIL: [ZOE.GILL@SVITZER.COM](mailto:ZOE.GILL@SVITZER.COM)



## SMALL TUGS IN AUD excl GST

	FIXED RATE	MAX. TIME <sup>1</sup> DURATION (IN HOURS)
SMALL TUG / C-CLASS TUG – BERTHING / SAILING / SHIFTING <sup>2</sup>	2,548	3
ADDITIONAL DECKHAND – MINIMUM FOUR (4) HOURS	99	1



<sup>1</sup>For services requiring additional time in excess of the *Maximum Time Duration*, rates will be charged pro-rata per hour

<sup>2</sup>Rates available upon request for Special Services and/or Sundry Services. Please enquire with Port Manager as listed below for additional information

## SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

	FIXED RATE
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

### FREMANTLE & KWINANA FLEET AS OF 1 APRIL 2023

	TBP	TYPE
Stirling Skate 	14	C Class
Biggada 	10	C Class

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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### OPERATIONS (24 HOURS)

PHONE: 1800 424 617

### GENERAL ENQUIRIES

PHONE: 1800 424 617

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 01 APRIL 2023

### PORT MANAGER DETAILS :

ZOE GILL

PHONE : +61 439 657 428

EMAIL: [ZOE.GILL@SVITZER.COM](mailto:ZOE.GILL@SVITZER.COM)



# TERMS AND CONDITIONS

## FREMANTLE & KWINANA, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Fremantle & Kwinana, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits. Sundry services rates will apply for this movement.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# GERALDTON

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST



	RATE PER GROSS TONNE (GT) OF THE VESSEL
ASSIST FROM SEA TO BERTH OR BERTH TO SEA	0.198
ATTEND FROM SEA TO BERTH OR BERTH TO SEA – where a tug is called to attend but not assist (i.e. no tow line required or deemed necessary)	0.195
BETWEEN BERTH SHIFT – ASSIST – where the vessel is shifted from one berth to another within the harbour. all cruise ship movements would also be subject to this rate	0.106
BETWEEN BERTH SHIFT – ATTEND – where a vessel is called to attend a shift of a vessel between one berth to another within the harbour but no tow line is required or deemed necessary	0.104
	RATE PER HOUR
SUNDRY AND EMERGENCY SERVICES – rate per hour or part thereof for services not covered in the schedule. emergency response assistance such as firefighting, environmental response, dead ship etc.	721

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	ALL VESSEL SIZES
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT <sup>1</sup>	1,391

<sup>1</sup>Determination of whether the order / cancellation / amendment fee will apply will be made by the harbour master after consultation with Svitzer Australia Pty Ltd.

#### GERALDTON FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI	OTHER
Svitzer Wilu 	71	ZT	F1	
Svitzer North 	71	Z		E
Svitzer Abrolhos 	71	ZT	F1	



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 424 617

#### GENERAL ENQUIRIES

PHONE: 1800 424 617

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA 6162, AUSTRALIA

RATES PER 1 APRIL 2023

#### PORT MANAGER DETAILS :

ZOE GILL

PHONE : +61 439 657 428

EMAIL: [ZOE.GILL@SVITZER.COM](mailto:ZOE.GILL@SVITZER.COM)

# TERMS AND CONDITIONS

## GERALDTON, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Geraldton, effective from 1 APRIL 2023.
2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.
3. All rates are in Australian dollars (AUD) excluding GST.
4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.
5. All rates in the schedule apply at any time on any day.
6. Booking – A minimum of twenty-four (24) hours prior Notice is required.
7. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.
8. Determination of whether a surcharge applied will be made by the Harbour Master after consultation with Svitzer Australia Pty Ltd.

9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council.

To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 14 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

15. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

16. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

17. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

18. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

19. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# PORT BONYTHON

## TOWAGE TARIFF

**SVITZER**

### RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)							MAX. TIME DURATION IN HOURS
	<20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	>70,001	
BERTHING / SAILING / SHIFTING	14,744	18,053	19,464	21,111	22,591	22,878	26,307	2.5

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	POA
PUSH-UP MOVEMENT (MINIMUM CHARGE OF TWO AND A HALF (2.5) HOURS)	100%
ORDER / CANCELLATION / AMENDMENT- RECEIVED AFTER 16h00 THE DAY PRIOR TO JOB COMMENCEMENT BUT MORE THAN THREE (3) HOURS BEFORE JOB COMMENCEMENT <sup>1</sup>	DISCRETION APPLIED UPON APPLICATION
ORDER / CANCELLATION / AMENDMENT – WITHIN THREE (3) HOURS OF JOB COMMENCEMENT <sup>1</sup>	DISCRETION APPLIED UPON APPLICATION
STANDBY DURING IMPORT OPERATIONS (MAXIMUM TWO (2) CALENDAR DAYS) <sup>2</sup>	AUD 8,630 excl GST
STANDBY DURING EXPORT OPERATIONS (MAXIMUM THREE (3) CALENDAR DAYS) <sup>2</sup>	AUD 12,945 excl GST
STANDBY (AFTER TWO (2) OR THREE (3) DAYS RESPECTIVELY) – CHARGED PER CALENDAR DAY <sup>3</sup>	AUD 4,315 excl GST



<sup>1</sup>Charges may apply (up to a maximum of 100% of the tariff rate in cases where the tug and crew have mobilized from the berth in Port Pirie). Discretion as to application rests with Svitzer considering the reasons behind the delay / cancellation.

<sup>2</sup>The charges for standby per vessel call cover a maximum of two (2) or three (3) calendar days depending on the cargo type. After that an additional day rate per calendar day applies.

<sup>3</sup>Additional day rate is applicable for each started calendar day and does not apply pro-rata.

#### PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

##### PORT PIRIE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Wonga 	48	ZU	FA
Ginga 	57	ZT	F1
Larrakia 	55	ZT	F1



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 672 281

#### GENERAL ENQUIRIES

PHONE: 1800 672 281

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA, 6162, AUSTRALIA

#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)

RATES PER 1 APRIL 2023

# TERMS AND CONDITIONS

## PORT BONYTHON

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Bonython, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# PORT PIRIE

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

	VESEL GROSS TONNAGE (GT)	<8,000	8,001 12,000	12,001 16,000	16,001 20,000	20,001 25,000	>25,000	MAX. TIME DURATION IN HOURS
BERTHING / SAILING / SHIFTING		6,519	7,706	9,279	10,003	10,080	11,589	2

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)




	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	35% PASSIVE (at wharf) / 50% Active (ex-wharf)
ORDER / CANCELLATION / AMENDMENT – RECEIVED AFTER 16h00 THE DAY PRIOR TO JOB COMMENCEMENT BUT MORE THAN TWO (2) HOURS BEFORE JOB COMMENCEMENT <sup>1</sup>	50%
ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>Surcharge will not apply if job is amended prior to 16h00 the day prior; including revision of number of tugs or change to timing of job.

<sup>2</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

#### PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

#### PORT PIRIE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Wonga 	48	ZU	FA
Ginga 	57	ZT	F1
Larrakia 	55	ZT	F1



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 672 281

#### GENERAL ENQUIRIES

PHONE: 1800 672 281

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA, 6162, AUSTRALIA

#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)

RATES PER 1 APRIL 2023

# TERMS AND CONDITIONS

## PORT PIRIE, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Pirie, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# WALLAROO

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)						MAX. TIME DURATION IN HOURS
	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	>50,001	
BERTHING / SAILING / SHIFTING – TUGS MOBILISED FROM PORT PIRIE	39,941	41,089	43,038	44,753	46,715	48,842	2

<sup>1</sup>Rates above will only apply if a Svitzer tug is required at Wallaroo which are inclusive of **mobilisation surcharge** of AUD 22,907

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	50%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% Active (ex-wharf)
ORDER / CANCELLATION / AMENDMENT - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT	25%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWELVE (12) HOURS OF JOBCOMMENCEMENT	100%
OF THE MOBILISATION RATE	
CANCELLATION CHARGE ON MOBILISATION RATE - RECEIVED AFTER 16h00 THE DAY PRIOR TO THE MOVEMENT	25%
CANCELLATION CHARGE ON MOBILISATION RATE - WITHIN TWELVE (12) HOURS OF JOBCOMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

#### PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

##### PORT PIRIE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Wonga 	48	ZU	FA
Ginga 	57	ZT	F1
Larrakia 	55	ZT	F1



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 672 281

#### GENERAL ENQUIRIES

PHONE: 1800 672 281

EMAIL: [WA.CONTROLLERS@SVITZER.COM](mailto:WA.CONTROLLERS@SVITZER.COM)

#### WA CUSTOMER SERVICE CENTRE ADDRESS :

SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD,  
SOUTH FREMANTLE, WA, 6162, AUSTRALIA

#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)

RATES PER 1 APRIL 2023

# TERMS AND CONDITIONS

## WALLAROO, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Wallaroo, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# BRISBANE

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION IN  
HOURS

VESSEL GROSS TONNAGE (GT) <sup>2</sup>	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,001	
BERTHING / SAILING / SHIFTING	4,193	5,537	6,768	7,400	7,968	8,223	8,493	8,883	8,994	9,090	10,453	12,020	2
BERTHING / SAILING – JOB UPSTREAM, WEST OF GATEWAY BRIDGE	7,392	8,738	9,967	10,599	11,169	11,424	11,694	12,084	12,194	12,291	13,654	15,221	3

### ADDITIONAL RATES

	OF THE TARIFF RATE
THIRD, FOURTH OR FIFTH RATE PER TUG	150%
TOWAGE ASSISTANCE BEYOND M7 BUOY (West of Cowan Point) TO PORT LIMITS AND STS WORK <sup>1</sup>	100%

<sup>1</sup>This rate is charged for any towage assistance which does not fall under the category of standard towage; and/or at the request of the Harbour Master; where the tug(s) meet at and/or sail beyond the M7 buoy to Port Limits; and is charged from the time the tug leaves the tug berth to the time the tug returns to the tug berth.

<sup>2</sup>If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)






	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) – PRO RATA AFTER TWO (2) HOURS <sup>3</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>4</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>5</sup>	50%
ORDER / CANCELLATION / AMENDMENT – (INCLUDING NUMBER OF TUGS OR TIMING OF JOB) WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>3</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

<sup>4</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits; the tug(s) sailing further East of Entrance Beacons 1 (W) & 2 (E); or any other category, and is charged at the tariff rate from the time the tug leaves the tug berth to the time the tug returns to the tug berth.

<sup>5</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

#### BRISBANE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Svitzer Colmslie 	69	Z	FA
Svitzer Newstead 	69	Z	FA
Beltana 	59	Z	
Clontarf 	62	Z	
SL Murrumbidgee 	69	Z	FA



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 453 938

#### GENERAL ENQUIRIES

PHONE: 1800 453 938

EMAIL: [STHQLD.CONTROLLERS@SVITZER.COM](mailto:STHQLD.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

#### REGIONAL MANAGER DETAILS:

CRAIG WORLING

PHONE : +61 427 714 626

EMAIL: [CRAIG.WORLING@SVITZER.COM](mailto:CRAIG.WORLING@SVITZER.COM)

# TERMS AND CONDITIONS

## BRISBANE, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Brisbane, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# CAIRNS

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

	VESSEL GROSS TONNAGE (GT) <sup>1</sup>								
	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 40,000	> 40,000	
BERTHING / SAILING	3,927	5,640	6,913	8,529	10,269	10,420	10,583	10,744	2
SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug	50% OF THE TARIFF RATE FOR ALL VESSEL SIZES								2
SHIFTING BETWEEN DIFFERENT BERTHS – % of berthing/sailing per tug	100% OF THE TARIFF RATE FOR ALL VESSEL SIZES								2



### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
CANCELLATION / AMENDMENT - WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%
ORDER – WITHIN TWENTY-FOUR (24) HOURS AND GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT	50%
ORDER – WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%



<sup>1</sup>If GT not supplied as per IHS Markit, GT to be calculated as 300% of DWT

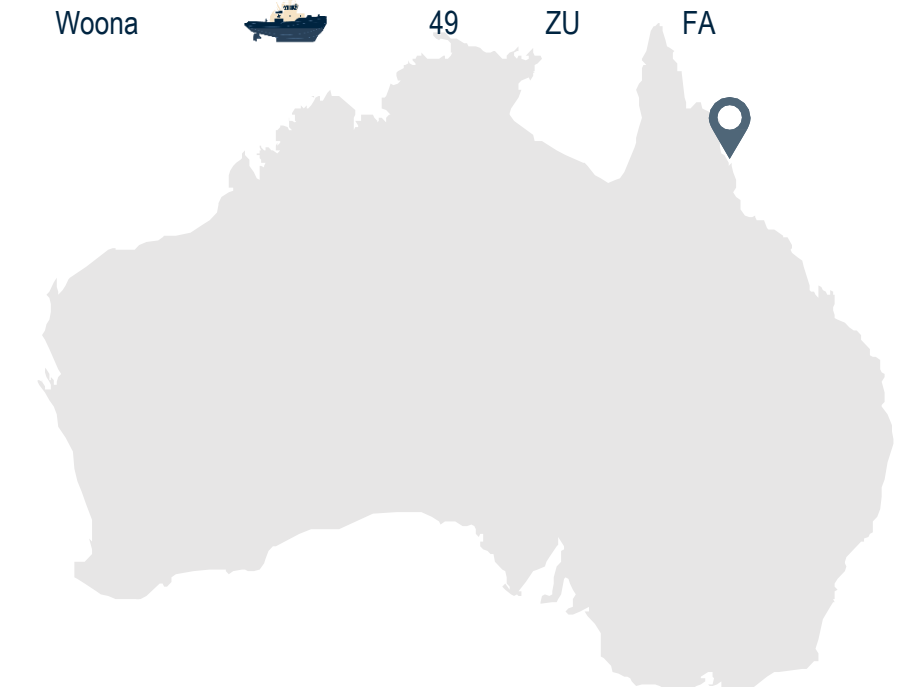
#### FAR NORTH QUEENSLAND FLEET AS OF 1 JULY 2022

##### TWO TUGS STATIONED IN CAIRNS

	TBP	TYPE	FIFI
Tarcoola 	48	ZT	FA
Wajarri 	47	ZT	FA

##### TWO TUGS STATIONED IN MOURILYAN

	TBP	TYPE	FIFI
Gabo 	41	ZU	FA
Woono 	49	ZU	FA



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [STHQLD.CONTROLLERS@SVITZER.COM](mailto:STHQLD.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 JULY 2023

#### REGIONAL MANAGER DETAILS:

CRAIG WORLING

PHONE : +61 427 714 626

EMAIL: [CRAIG.WORLING@SVITZER.COM](mailto:CRAIG.WORLING@SVITZER.COM)

# TERMS AND CONDITIONS CAIRNS, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Cairns, effective from 1 July 2022.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# EDEN

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION  
IN HOURS

	ALL VESSEL SIZES	
BERTHING / SHIFTING / SAILING	19,712	2

### ADDITIONAL RATES PER TUG

FROM THIRD TUG	POA
----------------	-----

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ACTIVE STANDBY, PUSH-UP <sup>1</sup> – CHARGED PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)	50%
PASSIVE STANDBY – CHARGED PER HOUR	25%
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023



#### PORT MANAGER DETAILS :

ADRIANA DELLO IACONO

PHONE : +61 413 034 677

EMAIL: [ADRIANA.DELLO.IACONO@SVITZER.COM](mailto:ADRIANA.DELLO.IACONO@SVITZER.COM)

#### EDEN FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FiFi
Walan 	48	ZU	
Cooma 	49	ZU	FA



# EDEN LINES TARIFF



## RATES FOR LAUNCH, MOORING & UNMOORING IN AUD excl GST

	TARIFF RATE	MAX. TIME DURATION IN HOURS
<b>ALLIED NATURAL WOOD EXPORTS (ANWE) WOODCHIP BERTH</b>		
LAUNCH & MOORING	6,273	4
LAUNCH & UNMOORING	6,273	4
<b>MULTI-PURPOSE &amp; NAVY WHARF (LOG/GENERAL CARGO BERTH) AND BREAK WATER WHARF</b>		
LAUNCH & MOORING	3,727	4
LAUNCH & UNMOORING	3,727	4
<b>EDEN CRUISE WHARF</b>		
LAUNCH & MOORING	4,908	4
LAUNCH & UNMOORING	4,318	4
* Mooring and Unmooring services are inclusive of all launch, Master/s, Deckhand/s and lines crew		
<b>LAUNCH SERVICES (INCLUDING DRIVER &amp; DECKHAND)</b>	1,366	4
<b>ADDITIONAL LINES CREW MEMBER/DECKHAND/HARBOUR WORK</b>	591	4
Additional time charged per hour pro rata for all services Mooring/Unmooring, Launch and lines crew requirements are subject to change based on harbour master's directions.		

## OTHER SERVICES

	TARIFF RATE	MAX. TIME DURATION IN HOURS
FORKLIFT HIRE (INCLUDING DRIVER) – CHARGED PER HOUR	254	1
BARGE HIRE – FLAT TOP BARGE (EMU)	1,170	24
HIRE OF GANGWAY	254	24
WEEKLY BARGE HIRE RATES NEGOTIABLE	POA	
INDOOR/OUTDOOR STORAGE	POA	
OFFICE SPACE HIRE	POA	
PORT AGENCY SERVICES	POA	

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

### PORT MANAGER DETAILS :

ADRIANA DELLO IACONO

PHONE : +61 413 034 677

EMAIL: [ADRIANA.DELLO.IACONO@SVITZER.COM](mailto:ADRIANA.DELLO.IACONO@SVITZER.COM)



# TERMS AND CONDITIONS

## EDEN, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Eden, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according in this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# GEELONG TOWAGE TARIFF



## RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)									MAX. TIME DURATION IN HOURS
	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	> 80,000	
BERTHING / SHIFTING / SAILING	6,705	7,266	7,647	7,945	8,137	8,628	9,046	9,471	10,006	2

## SURCHARGES

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

### GEELONG FLEET AS OF 1 APRIL 2023

		TBP	TYPE
Burra		63	Z
Tingari		60	Z



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

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#### OPERATIONS (24 HOURS)

PHONE: 1800 133 022

#### GENERAL ENQUIRIES

PHONE: 1800 133 022

EMAIL: [VIC.CONTROLLERS@SVITZER.COM](mailto:VIC.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD  
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)

# TERMS AND CONDITIONS

## GEELONG, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Geelong, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twelve (12) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at: <https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# LUCINDA

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT)	<10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	>50,001	
BERTHING / SAILING	27,692	32,218	39,808	46,364	46,829	49,174	2
SHIFTING AT THE SAME BERTH – % of berthing/sailing per tug	50% OF THE TARIFF RATE FOR ALL VESSEL SIZES						2

### MOBILISATION RATES PER TUG

	FOR ALL VESSEL SIZES
TUG MOBILISED FROM CAIRNS TO LUCINDA – IF TUG NOT AVAILABLE FROM MOURILYAN DUE TO SHIPPING ACTIVITIES	10,850

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
CANCELLATION / AMENDMENT WITHIN EIGHTEEN (18) HOURS OF JOB COMMENCEMENT	50%
CANCELLATION / AMENDMENT WITHIN EIGHT (8) HOURS OF JOB COMMENCEMENT	100%
LATE ORDER – WITHIN TWENTY-FOUR (24) HOURS	50%

	FOR ALL VESSEL SIZES
STANDBY PER TUG PER 8 HOUR BLOCK APPLIES AFTER FIRST 24 HOURS (PER TUG)	4,380

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

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[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [STHQLD.CONTROLLERS@SVITZER.COM](mailto:STHQLD.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 JULY 2023

#### REGIONAL MANAGER DETAILS:



CRAIG WORLING

PHONE : +61 427 714 626



EMAIL: [CRAIG.WORLING@SVITZER.COM](mailto:CRAIG.WORLING@SVITZER.COM)

#### FAR NORTH QUEENSLAND FLEET AS OF 1 JULY 2022

##### TWO TUGS STATIONED IN CAIRNS

	TBP	TYPE	FIFI
Taroola 	48	ZT	FA
Wajarri 	47	ZT	FA

##### TWO TUGS STATIONED IN MOURILYAN

	TBP	TYPE	FIFI
Gabo 	41	ZU	FA
Woonna 	49	ZU	FA





# TERMS AND CONDITIONS

## LUCINDA, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Lucinda, effective from 1 July 2022.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

[RETURN TO COVER](#)

[RETURN TO TARIFF SHEET](#)

# MELBOURNE

## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)												MAX. TIME DURATION IN HOURS
	< 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	> 110,000	
BERTHING / SHIFTING / SAILING	5,936	6,999	7,808	7,985	8,266	8,321	8,361	8,414	8,835	9,295	10,689	12,291	2

### ADDITIONAL RATES PER TUG

	OF THE TARIFF RATE
THIRD & FOURTH TUG	150%

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)
[TERMS AND CONDITIONS](#)
[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 133 022

#### GENERAL ENQUIRIES

PHONE: 1800 133 022

EMAIL: [VIC.CONTROLLERS@SVITZER.COM](mailto:VIC.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD  
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023





#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)

#### MELBOURNE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Svitzer Marysville 	68	Z	FA
Svitzer Otway 	70	ZT	F1
Svitzer Eureka 	71	ZT	F1
SL Daintree 	68	Z	FA



# TERMS AND CONDITIONS MELBOURNE, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Melbourne, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according in this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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[RETURN TO TARIFF SHEET](#)



# MOURILYAN TOWAGE TARIFF



## RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 50,000	>50,001	
BERTHING / SAILING	19,444	22,132	25,061	26,749	27,807	30,632	30,933	31,246	31,562	33,138	2
SHIFTING AT SAME BERTH – % of berthing/sailing per tug	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	2

## MOBILISATION RATE PER TUG

	FOR ALL VESSEL SIZES
TUG MOBILISED FROM CAIRNS TO MOURILYAN – IF TUG NOT AVAILABLE IN MOURILYAN DUE TO SHIPPING ACTIVITIES	7,781



## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
DEAD SHIP MOVEMENT	100%
LATE ORDER – WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	100%



	FOR ALL VESSEL SIZES
CANCELLATION / AMENDMENT - WITHIN FOUR (4) HOURS OF JOB COMMENCEMENT	4,493

### FAR NORTH QUEENSLAND FLEET AS OF 1 JULY 2022

#### TWO TUGS STATIONED IN CAIRNS

	TBP	TYPE	FIFI
Taroola 	48	ZT	FA
Wajarri 	47	ZT	FA

#### TWO TUGS STATIONED IN MOURILYAN

	TBP	TYPE	FIFI
Gabo 	41	ZU	FA
Woonna 	49	ZU	FA



TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [STHQLD.CONTROLLERS@SVITZER.COM](mailto:STHQLD.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 JULY 2023

#### REGIONAL MANAGER DETAILS:

CRAIG WORLING

PHONE : +61 427 714 626

EMAIL: [CRAIG.WORLING@SVITZER.COM](mailto:CRAIG.WORLING@SVITZER.COM)

# TERMS AND CONDITIONS

## MOURILYAN, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Mourilyan, effective from 1 July 2022.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of four (4) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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# NEWCASTLE

## TOWAGE TARIFF



### PORT CALL RATE IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 45,000		
PORT CALL – LOA UP TO 130.00 METRES	5,668	n/a	n/a	n/a	n/a	n/a	n/a	n/a		2.5
PORT CALL – LOA FROM 130.01 TO 200,00 METRES	11,302	13,163	16,470	17,188	18,599	19,958	21,272	22,697		2.5
VESSEL GROSS TONNAGE (GT)	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	50,001 55,000	55,001 60,000	60,001 70,000	70,001 80,000	
PORT CALL – LOA FROM 200.01 TO 240,00 METRES	31,094	33,265	35,096	38,382	40,416	42,578	44,973	49,333	51,723	2.5
VESSEL GROSS TONNAGE (GT)	<50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000		
PORT CALL – LOA OVER 240,01 METRES	47,903	50,132	55,072	56,745	59,742	63,049	65,810	68,504		2.5
SHIFTING % OF ABOVE RATES ACCORDING TO SIZE	50%	50%	50%	50%	50%	50%	50%	50%		2.5

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE PORT CALL RATE
PASSIVE ESCORT	20%
TANKER VESSELS REQUIRING AN ACTIVE ESCORT TUG	25%
DEAD SHIP MOVEMENT	0%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>1</sup>	25%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
	PRO RATA OF THE PORT CALL RATE <sup>3</sup>
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS (PER TUG)	25%
	HOURLY RATE
STANDBY PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS <sup>2</sup>	4,841
PUSH-UP PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS <sup>2</sup>	9,681

<sup>1</sup>Surcharge does not apply to weather related cancellations or amendments or if job is amended; including revision of number of tugs or change to timing of job

<sup>2</sup>Late booking surcharge not applicable

<sup>3</sup>Additional time calculation based on dividing number of tugs required for the Port Call by the Port Call Rate.

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023










#### PORT MANAGER DETAILS :

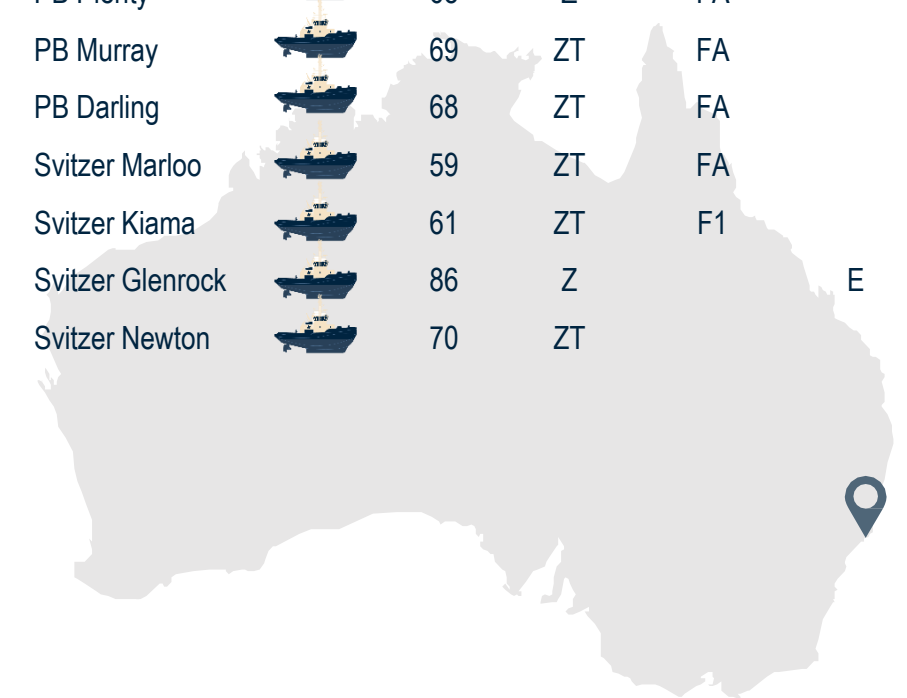
LAUREN MUNRO

PHONE : +61 417 333 422

EMAIL: [LAUREN.MUNRO@SVITZER.COM](mailto:LAUREN.MUNRO@SVITZER.COM)

#### NEWCASTLE FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI	OTHER
Svitzer Myall 	69	Z	F1	E
Svitzer Maitland 	70	Z	F1	E
PB Plenty 	68	Z	FA	
PB Murray 	69	ZT	FA	
PB Darling 	68	ZT	FA	
Svitzer Marloo 	59	ZT	FA	
Svitzer Kiama 	61	ZT	F1	
Svitzer Glenrock 	86	Z		E
Svitzer Newton 	70	ZT		





# NEWCASTLE

## LINES TARIFF



						MAX. TIME DURATION IN HOURS
<b>DOCKYARD BERTHS: 1&amp;2 DYKE 2&amp;3 KOORAGANG, LEE WHARF, THROSBY WHARF, MAYFIELD BERTHS, EASTERN BASIN AND WESTERN BASIN BERTHS - VESSEL LOA</b>	< 100	100.01 150.00	150.01 200.00	200.01 250.00	>250.01	
MOORING – AUD excl. GST	2,620	3,054	4,139	4,791	7,151	2
UNMOORING – AUD excl. GST	1,764	2,173	2,620	3,245	4,791	2
<b>4 &amp; 5 DYKE AND 4,5,6,7,8,9 &amp; 10 KOORAGANG – VESSEL LOA</b>			<200	200.01 250.00	>250.01	
MOORING – AUD excl. GST			4,532	5,182	6,295	2
UNMOORING – AUD excl. GST			2,796	3,245	4,139	2
<b>6 BHP BERTH – VESSEL LOA</b>	<150.00					
MOORING – AUD excl. GST	2,159					2
UNMOORING – AUD excl. GST	1,455					2
<b>CHANNEL BERTH - VESSEL LOA</b>			<200.00	200.01 250.00	>250.01	
MOORING – AUD escl. GST			4,532	6,295	7,462	2
UNMOORING – AUD excl. GST			2,796	4,139	4,791	2
<b>WORKBOAT HIRE INSIDE HABOUR – AUD excl. GST</b>	326					1

**REMOVALS BERTH TO BERTH** - Mooring rate at new berth only  
**HAULING VESSELS UP TO 50 METRES** - Unmooring rate only  
**HAULING VESSELS OVER 50 METRES** - Mooring rate only

## SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

### PORT MANAGER DETAILS :

LAUREN MUNRO

PHONE : +61 417 333 422

EMAIL: [LAUREN.MUNRO@SVITZER.COM](mailto:LAUREN.MUNRO@SVITZER.COM)



# TERMS AND CONDITIONS NEWCASTLE, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Newcastle, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according in this document.

15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

17. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:  
<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

18. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

19. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

# PORT KEMBLA

## TOWAGE TARIFF

**SVITZER**

### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT)	< 10,000	10,001 15,000	15,001 20,000	20,001 25,000	25,001 30,000	30,001 35,000	35,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	> 110,000	
BERTHING / SAILING / SHIFTING	2,611	3,283	4,149	4,941	5,897	6,655	7,586	7,877	9,240	10,216	11,233	13,173	15,147	17,419	20,031	2

### ADDITIONAL RATES PER TUG

	OF THE TARIFF RATE
THIRD TUG	150%
FOURTH TUG	POA

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%
VOLUME BASED SURCHARGE (VBS) – APPLICABLE TO ALL TOWAGE SERVICES	

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job – unless amending from three (3) tugs to two (2) tugs, in which case the surcharge will apply

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023




#### PORT MANAGER DETAILS :

ADRIANA DELLO IACONO

PHONE : +61 413 034 677

EMAIL: [ADRIANA.DELLO.IACONO@SVITZER.COM](mailto:ADRIANA.DELLO.IACONO@SVITZER.COM)

#### PORT KEMBLA FLEET AS OF 1 APRIL 2021

	TBP	TYPE	FIFI	OTHER
Svitzer Ruby 	85	Z	F1	E
Svitzer Bass 	70	ZT	FA	
Svitzer Flinder 	70	ZT	FA	





# PORT KEMBLA

## LINES TARIFF

**SVITZER**

### RATES FOR MOORING & UNMOORING IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESEL LENGTH OVERALL (LOA)	50.00 100.00	100.01 150.00	150.01 200.00	200.01 250.00	> 250.01	
MOORING (INCLUDING LAUNCH AND LINES CREW)	2,021	2,631	3,296	4,348	5,494	2
UNMOORING (INCLUDING LAUNCH AND LINES CREW)	1,370	1,764	2,197	2,905	3,672	2
MOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	5,494	5,494	5,494	5,494	5,494	2
UNMOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	3,672	3,672	3,672	3,672	3,672	2
LAUNCH HIRE ONLY (NO. 1 BULK & NO. 2 BULK BERTHS)	949	949	949	949	949	2

**SHIFTING BERTH TO BERTH** - Mooring rate at new berth only

**HAULING VESSELS UP TO 50 METRES** - Unmooring rate only

**HAULING VESSELS OVER 50 METRES** - Mooring rate only

**OIL BERTH STANDBY LAUNCH** – Standby Launch at 201 is charged at \$292 per hour for the first 12 hours and then \$247 per hour after that

### OTHER SERVICES

	HOURLY RATE
WORKBOAT HIRE - INSIDE HARBOUR	292
WORKBOAT HIRE - OUTSIDE HABOUR	449

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
ORDER / CANCELLATION / AMENDMENT WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT WITHIN ONE (1) HOUR OF JOB COMMENCEMENT	100%

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

**OPERATIONS (24 HOURS)**

PHONE: 1800 804 186

**GENERAL ENQUIRIES**

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

**EAST COAST CUSTOMER SERVICE CENTRE**

**ADDRESS** : SVITZER AUSTRALIA PTY LTD  
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

**PORT MANAGER DETAILS :**

ADRIANA DELLO IACONO

PHONE : +61 413 034 677

EMAIL: [ADRIANA.DELLO.IACONO@SVITZER.COM](mailto:ADRIANA.DELLO.IACONO@SVITZER.COM)



# TERMS AND CONDITIONS

## PORT KEMBLA, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Kembla, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. Volume-Based Surcharge (VBS) is applied in addition to the tariff rate. The VBS is reviewed on a bi-annual (twice yearly) basis and may be adjusted (increase/decrease) dependent upon preceding 12-month towage volume in the Port.

12. For any other special services rates and terms are available on request.

13. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

14. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

15. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

16. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according in this document.

17. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 17 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

18. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

19. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

20. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

21. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

22. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

[RETURN TO COVER](#)

[RETURN TO TARIFF SHEET](#)

# PORT OF HASTINGS - WESTERNPORT

## TOWAGE TARIFF

**SVITZER**

### RATES PER TUG IN AUD excl GST

MAX. TIME  
DURATION  
IN HOURS

VESSEL GROSS TONNAGE (GT)	< 5,000	5,001 10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 75,000	> 75,001	
BERTHING / SAILING	17,150	18,622	20,109	21,981	24,921	26,209	28,325	31,427	4
SHIFTING	100% OF THE TARIFF RATE FOR ALL VESSEL SIZES								

### ADDITIONAL RATE PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG / FOURTH TUG	POA



### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 60 MINUTE INCREMENTS	100%
STANDBY, PUSH-UP – MINIMUM CHARGE OF TWO (2) HOURS <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
DEAD SHIP MOVEMENT – FIRST TWO (2) HOURS <sup>2</sup>	150%
UNSCHEDULED CALL OUT FEE – ONE (1) HOUR NOTICE FIRE FIGHTING	100%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOUR OF JOBCOMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOBCOMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port.

<sup>2</sup>Rate of 100% will apply for the first two (2) hours, then 150% per hour from two (2) hours

#### PORT OF HASTINGS FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
Svitzer Oryx 	65	Z	F1
Svitzer Lynx 	65	Z	F1

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 133 022

#### GENERAL ENQUIRIES

PHONE: 1800 133 022

EMAIL: [VIC.CONTROLLERS@SVITZER.COM](mailto:VIC.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

#### REGIONAL MANAGER DETAILS :

SIMON RIDDLE

PHONE : +61 450 794 714

EMAIL: [SIMON.RIDDLE@SVITZER.COM](mailto:SIMON.RIDDLE@SVITZER.COM)





# TERMS AND CONDITIONS

## PORT OF HASTINGS - WESTERNPORT

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port of Hastings - Westport, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of four (4) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

[RETURN TO COVER](#)

[RETURN TO TARIFF SHEET](#)

# SYDNEY - GORE COVE

## TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

	ALL VESSEL SIZES	MAX. TIME DURATION IN HOURS
BERTHING / SHIFTING / SAILING	18,964	3.5

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

#### SYDNEY FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
<b>PORT JACKSON / GORE COVE</b>			
Elwing	67	Z	FA
Bullara	65	Z	
Willara	47	Z	
Swift	65	Z	F1
<b>PORT BOTANY</b>			
Svitzer Meringa	70	Z	F1
Svitzer Warrawee	61	Z	FA
Svitzer Warang	57	Z	FA
Svitzer Waratah	59	Z	FA

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD  
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

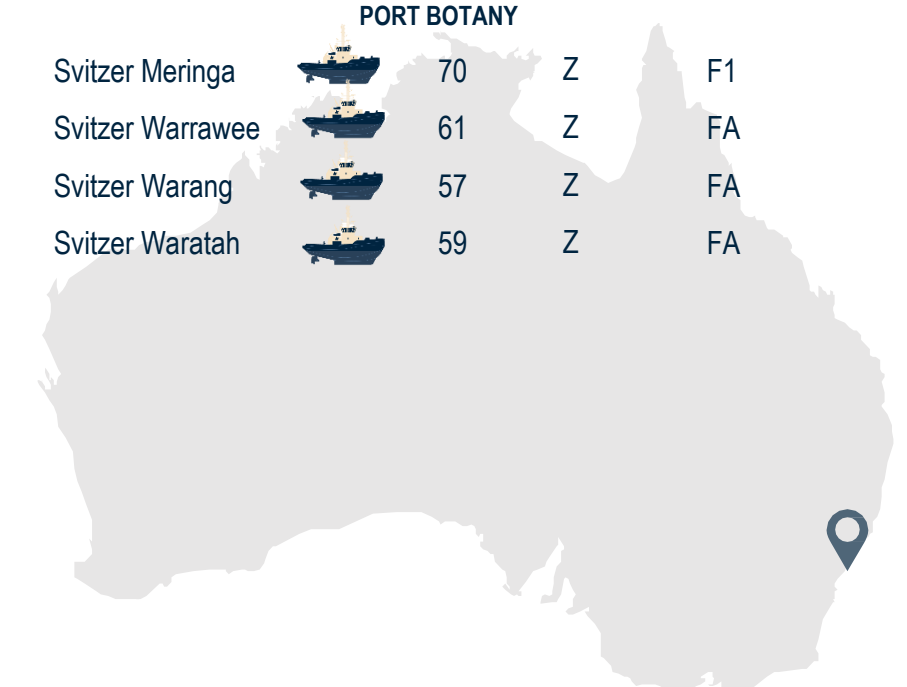
RATES PER 1 APRIL 2023

#### PORT MANAGER DETAILS :

RENEE CONNOLLY

PHONE : +61 421 083 113

EMAIL : [RENEE.CONNOLLY@SVITZER.COM](mailto:RENEE.CONNOLLY@SVITZER.COM)



# TERMS AND CONDITIONS

## SYDNEY – GORE COVE

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Sydney – Gore Cove, effective from 1 APRIL 2023. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

2. All rates are in Australian dollars (AUD) excluding GST.

3. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

4. All rates in the schedule apply at any time on any day.

5. Additional Time is charged if the service takes longer than the maximum time duration.

6. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

10. For any other special services rates and terms are available on request.

11. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

12. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

13. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

14. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according to this document.

15. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 15 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

16. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

17. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:  
<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

18. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

19. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

20. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.



# SYDNEY - PORT BOTANY

## TOWAGE TARIFF

**SVITZER**

### RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)													MAX. TIME DURATION IN HOURS
	<10,000	10,001 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000		
BERTHING / SAILING / SHIFTING	4,891	6,038	6,152	6,584	6,808	7,001	7,267	7,610	7,879	8,227	8,595	9,871	2	
KURNELL 3 BERTHING / SAILING / SHIFTING	8,310	9,457	9,571	10,002	10,226	10,419	10,688	11,028	11,297	11,646	12,014	13,289	3	
PORT BOTANY ACCESS LEVY (in effect as of 01 July 2020)	AUD 78 PER TUG													

### ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	14,024
FOURTH TUG	17,816

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD  
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023









#### PORT MANAGER DETAILS :

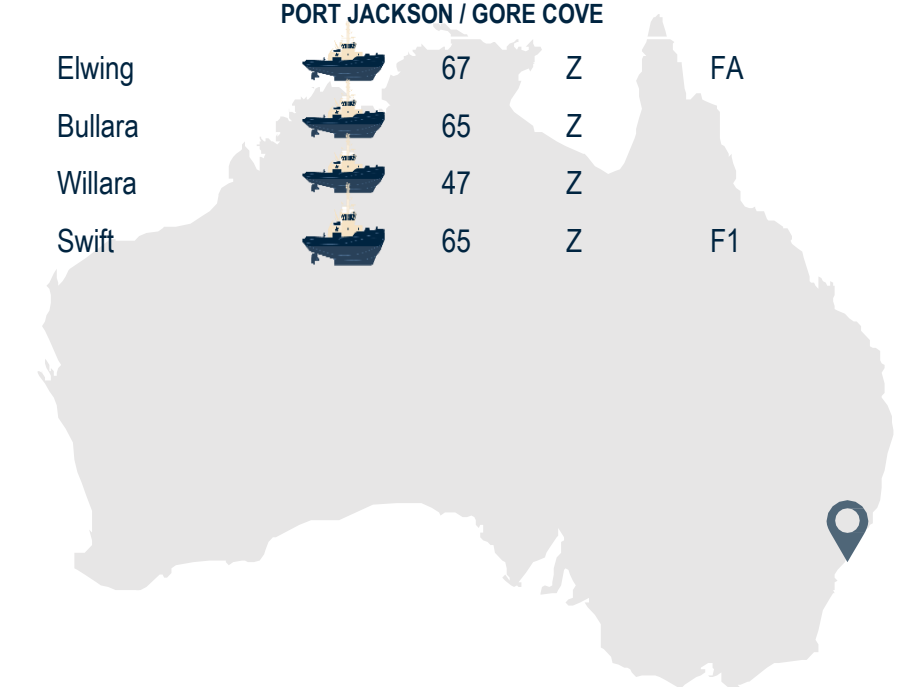
RENEE CONNOLLY

PHONE : +61 421 083 113

EMAIL : [RENEE.CONNOLLY@SVITZER.COM](mailto:RENEE.CONNOLLY@SVITZER.COM)

#### SYDNEY FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
<b>PORT BOTANY</b>			
Svitzer Meringa 	70	Z	F1
Svitzer Warrawee 	61	Z	FA
Svitzer Warang 	57	Z	FA
Svitzer Waratah 	59	Z	FA
<b>PORT JACKSON / GORE COVE</b>			
Elwing 	67	Z	FA
Bullara 	65	Z	
Willara 	47	Z	
Swift 	65	Z	F1



# TERMS AND CONDITIONS

## PORT BOTANY, AUSTRALIA

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at Port Botany, effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according in this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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[RETURN TO TARIFF SHEET](#)

# SYDNEY - PORT JACKSON (EXCL GORE COVE)



## TOWAGE TARIFF

### RATES PER TUG IN AUD excl GST

	VESSEL GROSS TONNAGE (GT)	<30,000	30,001 40,000	40,001 50,000	50,001 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>110,000	MAX. TIME DURATION IN HOURS
BERTHING / SAILING / SHIFTING		7,684	8,422	9,369	10,359	11,080	11,202	11,408	11,630	13,374	15,379	2

### ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	18,060

### SURCHARGES (IN ADDITION TO THE TARIFF RATE)

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS) <sup>1</sup>	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS) <sup>2</sup>	50%
DEAD SHIP MOVEMENT	50%
ORDER / CANCELLATION - WITHIN TWENTY-FOUR (24) HOURS BUT GREATER THAN TWO (2) HOURS OF JOB COMMENCEMENT <sup>3</sup>	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	100%

<sup>1</sup>An Active Standby is when the tug leaves the tug base and a Passive Standby is when the tug stays alongside the tug base. Svitzer reserves the right to equally split standby charges between vessels in the Port

<sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage within port limits or any other category.

<sup>3</sup>Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job

TERMS & CONDITIONS THAT ARE APPLICABLE FOR THE ABOVE TARIFF CAN BE FOUND ON BELOW LINK

[RETURN TO COVER](#)

[TERMS AND CONDITIONS](#)

[UKSTC](#)

#### OPERATIONS (24 HOURS)

PHONE: 1800 804 186

#### GENERAL ENQUIRIES

PHONE: 1800 804 186

EMAIL: [NSW.CONTROLLERS@SVITZER.COM](mailto:NSW.CONTROLLERS@SVITZER.COM)

#### EAST COAST CUSTOMER SERVICE CENTRE

ADDRESS : SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

RATES PER 1 APRIL 2023

#### PORT MANAGER DETAILS :

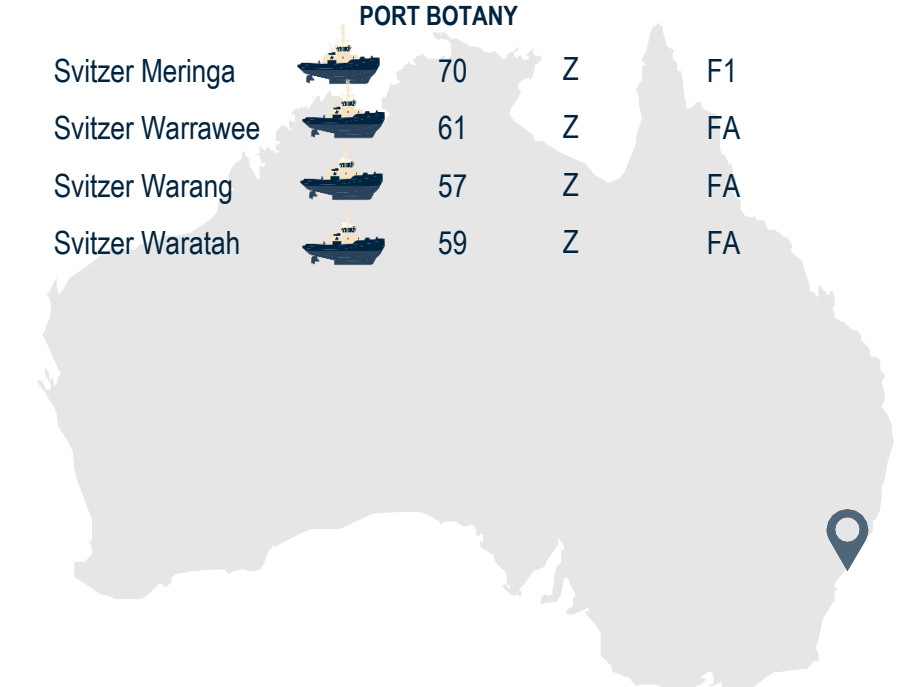
RENEE CONNOLLY

PHONE : +61 421 083 113

EMAIL : [RENEE.CONNOLLY@SVITZER.COM](mailto:RENEE.CONNOLLY@SVITZER.COM)

#### SYDNEY FLEET AS OF 1 APRIL 2023

	TBP	TYPE	FIFI
<b>PORT JACKSON / GORE COVE</b>			
Elwing	67	Z	FA
Bullara	65	Z	
Willara	47	Z	
Swift	65	Z	F1
<b>PORT BOTANY</b>			
Svitzer Meringa	70	Z	F1
Svitzer Warrawee	61	Z	FA
Svitzer Warang	57	Z	FA
Svitzer Waratah	59	Z	FA





# TERMS AND CONDITIONS

## SYDNEY - PORT JACKSON (EXCL GORE COVE)

**SVITZER**

1. The schedule of rates outline the services provided, charges, terms and conditions for the safe and efficient arrival, shifting or departure of ships at the port of Sydney – Port Jackson (excl Gore Cove), effective from 1 APRIL 2023.

2. Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of IHS Markit (Sea-Web Ships) as the prima facie source.

3. All rates are in Australian dollars (AUD) excluding GST.

4. The towage rates are for berthing/shifting/sailing. All jobs commence at the booked job time or when engaged by the pilot, whichever is the earliest, and concludes when released by the pilot.

5. All rates in the schedule apply at any time on any day.

6. Additional Time is charged if the service takes longer than the maximum time duration.

7. Booking – A minimum of twenty-four (24) hours prior Notice is required.

8. All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.

9. The towage rates outlined apply for the first 2 tugs (Standard Towage) up to the maximum time duration. Separate charges for additional tugs (Additional Towage) will apply.

10. Dead ship is applicable when services (whether secured with towline or not) are provided to vessels, not in distress, without normal main engine power and/or without steering within port limits.

11. For any other special services rates and terms are available on request.

12. A reference to a booking includes a booking by the vessel owner, or agent. Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.

13. Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia.

14. To enhance safety of all personnel, all heaving lines are to be as per industry best practice. Lack of weight may be rectified with a Svitzer safe heaving line weight. Heaving line weights deemed unsafe will be removed and replaced with a Svitzer safe heaving line weight. Svitzer reserves the right to impose additional charges where a Svitzer safe heaving weight is used to replace unsafe heaving lines.

15. The Bunker Adjustment Factor (BAF) applies to all applicable towage services and will be updated on a monthly basis according tin this document.

16. Svitzer will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council. To establish customer identity in compliance with sanctions requirements, any person ordering services from Svitzer on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of master of the vessel, name of vessel owner, name of vessel manager or operator and name of any charterer. The Agent expressly represents and warrants that he is authorised to make and does make this contract on behalf of the master of the vessel, vessel owner, vessel manager or operator and any charterer. The Agent shall be liable for and shall indemnify Svitzer against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of the warranty in this clause 16 and from any other cause whatsoever in connection with the vessel for which Svitzer is not responsible.

17. Payment terms are specified on the invoice issued at the time of service. Invoices outstanding after 14 days may be subject to a late payment charge of 1.5% per month. Ongoing non-compliance of payment terms may result in the 14 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

18. The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at:

<https://www.svitzer.com/standard-conditions>

Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, In which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.

19. Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.

20. A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time. Other surcharges may be imposed by Svitzer with 30 days' notice.

21. By ordering tugs or other services, the Agent expressly represents that the master of the vessel, vessel owner, vessel manager or operator and any charterer have been informed of, and have accepted these Terms and Conditions. The Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer shall be jointly and severally liable to Svitzer for the due fulfilment of all obligations undertaken by the Agent, the master of the vessel, vessel owner, vessel manager or operator and any charterer in these Terms and Conditions.

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[RETURN TO TARIFF SHEET](#)

# APPENDIX A

## BUNKER ADJUSTMENT FACTOR<sup>1</sup>

<sup>1</sup>Bunker Adjustment Factor replaces the Fuel Surcharge

### ALL PORTS IN AUD excl GST

AVERAGE BUNKER PRICE SINGAPORE IN AUD	AUD 100	AUD 110	AUD 120	AUD 130	AUD 140	AUD 150	AUD 160	AUD 170	AUD 180	AUD 190	AUD 200	AUD 210	AUD 220	AUD 230	AUD 240	AUD 250
BUNKER ADJUSTMENT FACTOR (BAF)	AUD 127	AUD 149	AUD 171	AUD 193	AUD 215	AUD 237	AUD 260	AUD 282	AUD 304	AUD 326	AUD 348	AUD 370	AUD 392	AUD 414	AUD 436	AUD 458

A Bunker Adjustment Factor (BAF) applies to applicable to all towage services. The BAF is based on the monthly average per barrel price of Gasoil in Singapore (P MOPS Gasoil 0.5% Strp USD/bbl, Platts index AAPJY00) published by S&P Platts, and the monthly average rate of exchange between USD and AUD as published by the Reserve Bank of Australia. The BAF to apply will be decided by the average bunker price and rate of exchange during the month which is two months previous. For example, to generate the applicable BAF for the month of April the average Gasoil price and USD>AUD rate for February will be used on the matrix. Notwithstanding this, the BAF may be additionally adjusted for, with or without notice, in response to changes to the Australian fuel tax credit scheme, extraordinary fluctuations in the oil prices and/or rates of exchange.

Further information available on request.

## FLEET LEGEND<sup>2</sup>

<sup>2</sup>As reference for vessel specifications found in the fleet maps per port

Z	ASD (Combi Lever)
ZU	ASD (Uni lever)
ZT	ATZ (Tractor)
TS	Twin Screw
F1	FiFi Type 1
F2	FiFi Type 2
FA	Australian FiFi



RETURN TO COVER

# U.K. STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (REVISED 1986)

1.

(a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.

(b) for the purposes of these conditions.

(i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.

(ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.

(iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.

(iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or

to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.

(v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.

(vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the word "Tugowner" shall include "Tugowners", and the word "Hirer" shall

include "Hirers".

(vii) The expression "tugowner" shall include any person or body (other than the Hirer or the owner if the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be

2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.

3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

4. Whilst towing, or whilst at the request, either expressed

or implied, of the Hirer rendering any service of whatsoever nature other than towing:-

(a) The Tugowner shall not (except as provided in Clauses 4 (c) and (e) hereof) be responsible for or be liable for

(i) damage of any description done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object or property; or

(ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property; or

(iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever; arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and



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(b) The Hirer shall (except as provided in Clauses 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not, suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner his servants or agents.

(c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

(ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely

clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether expressed or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by, or arise out of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

(d) Notwithstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirers' vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.

(e) Notwithstanding anything contained in Clauses 4(a) and (b) hereof the liability of the Tugowner or death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any

time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as "the other Tugowner") to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description, howsoever

caused or arising, including by the negligence of the Tugowner or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.

9.

(a) The agreement between the Tugowner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept, subject to the proviso contained in sub-clause (b) hereof, the exclusive jurisdiction of the English Courts (save where the registered office of the Tugowner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tugowner and the Hirer hereby shall accept the exclusive jurisdiction of the Scottish Courts).

(b) No suit shall be brought in any jurisdiction other than that provided in sub-clause (a) hereof save that either the Tugowner or the Hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.