## SCHEDULE OF RATES 2025 FOR AUSTRALIA



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**

BRISBANE

**EDEN** 

GEELONG

MELBOURNE

NEWCASTLE

PORT KEMBLA

PORT OF HASTINGS – WESTERNPORT

SYDNEY - GORE COVE

SYDNEY - PORT BOTANY

SYDNEY - PORT JACKSON (EXCL GORE COVE)

#### **WEST COAST PORTS**

ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES

**ALBANY** 

BUNBURY

FREMANTLE & KWINANA

**GERALDTON** 

PORT BONYTHON

**PORT PIRIE** 

WALLAROO

#### **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 <u>commercial.aus@svitzer.com</u> to discuss your requirements.

## **SVITZER AUSTRALIA**

### SVITZER

**Phone Number** 

## **CONTACTS – PORT MANAGEMENT**

All East Coast	General Manager	Dylan Sheehan	Dylan.Sheehan@svitzer.com	+61 410 221 069
All West Coast	General Manager	Hannah Crowther	Hannah.Crowther@svitzer.com	+61 428 112 606
Ports	Title	Name	Email	Phone Number
Adelaide – Adelaide Region	Port Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
Albany	Port Manager	Henry Masel	Henry.Masel@svitzer.com	+61 459 747 041
Ardrossan – Adelaide Region	Port Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
Brisbane	Port Manager	Craig Worling	Craig.Worling@svitzer.com	+61 417 070 903
Bunbury	Port Manager	Henry Masel	Henry.Masel@svitzer.com	+61 459 747 041
Eden	Port Manager	Daniel Wade	Daniel.Wade@svitzer.com	+61 450 099 158
Fremantle	Port Manager	Zoe Gill	Zoe.Gill@svitzer.com	+61 439 657 428
Geelong	Port Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Geraldton	Port Manager	Henry Masel	Henry.Masel@svitzer.com	+61 459 747 041
Kwinana	Port Manager	Zoe Gill	Zoe.Gill@svitzer.com	+61 439 657 428
Melbourne	Port Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Newcastle	Port Manager	Lauren Munro	Lauren.Munro@svitzer.com	+61 417 333 422
Port Bonython	Port Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
Port Giles – Adelaide Region	Port Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
Port Kembla	Port Manager	Daniel Wade	Daniel.Wade@svitzer.com	+61 450 099 158
Port of Hastings - Westernport	Port Manager	Simon Riddle	Simon.Riddle@svitzer.com	+61 450 794 714
Port Pirie	Port Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
Sydney (Gore Cove)	Port Manager	Daniel Wade	Daniel.Wade@svitzer.com	+61 450 099 158
Sydney (Port Botany)	Port Manager	Daniel Wade	Daniel.Wade@svitzer.com	+61 450 099 158
Sydney (Port Jackson)	Port Manager	Daniel Wade	Daniel.Wade@svitzer.com	+61 450 099 158
Wallaroo	Port Manager	Nicole Stanton	Nicole.Stanton@svitzer.com	+61 439 296 034
	•			

**Email** 

Name

Ports

## **SVITZER AUSTRALIA**

## SVITZER

### CONTACTS - COMMERCIAL & OPERATIONS

### Commercial

Ports	Title	Name	Email	Phone Number
Australia	Chief Commercial Officer	Veronica Jensen	Veronica.Jensen@svitzer.com	+61 447 085 938
Australia	Head of Commercial	Karina Gourley	Karina.Gourley@svitzer.com	+61 422 414 602
Australia	Commercial Manager	Sarah Hornum	Sarah.Hornum@svitzer.com	+61 472 789 833
Australia	Commercial Manager	Jessica Barton	Jessica.Barton@svitzer.com	+61 409 316 081
Australia	Commercial Officer	Kate Troia	Kate.Troia@svitzer.com	+61 455 040 943

### **Operations**

Ports	Title	Name	Email	Phone Number
All West Coast	Operations Centre Manager	Linley Morris	Linley.Morris@svitzer.com	+61 427 874 006
All East Coast	Operations Centre Manager	Kye Romeo	Kye.Romeo@svitzer.com	+61 401 403 098
Melbourne, Geelong, Westernport	Operations Officer	Controllers Victoria	vic.controllers@svitzer.com	1800 133 022
Brisbane	Operations Officer	Controllers Queensland	sthqld.controllers@svitzer.com	1800 453 938
Sydney (Botany, Jackson, Gore Cove) Port Kembla, Eden, Newcastle	Operations Officer	Controllers New South Wales	nsw.controllers@svitzer.com	1800 804 186
Fremantle, Kwinana, Albany, Geraldton	Operations Officer	Controllers Western Australia	wa.controllers@svitzer.com	1800 424 617
South Australia (Adelaide, Ardrossan, Port Giles), Port Bonython, Port Pirie, Wallaroo	Operations Officer	Controllers South Australia	wa.controllers@svitzer.com	1800 424 617

Public

## ADELAIDE REGION - ADELAIDE / ARDROSSAN / PORT GILES



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 60,000	60,001 70,000	70.001 80,000	80,001 90,000	>90,000	
ADELAIDE – BERTHING / SAILING / SHIFTING WITHIN INNER HARBOUR	5,662	6,638	7,837	9,066	9,737	9,941	10,022	10,073	10,135	10,230	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 ADELAIDE1	34,539	35,515	36,714	37,943	38,614	38,818	38,899	38,950	39,012	39,107	2

<sup>&</sup>lt;sup>1</sup>Ardrossan and Port Giles tariff rates are inclusive of **mobilisation surcharge** of AUD 28.877

### **SURCHARGES**

	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) 1	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>&</sup>lt;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 01 FEBRUARY 2025

		TBP	TYPE	FIFI
		ADELAIDE		
Svitzer Heron		73	Z	F1
SL Endeavour	110	72	Z	FA
Barunga	THE STATE OF THE S	70	Z	FA
Burra	100	63	Z	
Sheringa	100	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

RETURN TO COVER

TERMS AND CONDITIONS

**OPERATIONS (24 HOURS)** PHONE: 1800 672 281 **GENERAL ENQUIRIES** PHONE: 1800 672 281

EMAIL: WA.CONTROLLERS@SVITZER.COM

**WA CUSTOMER SERVICE CENTRE ADDRESS:** SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA

**PORT MANAGER DETAILS:** NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

RATES PER 01 APRIL 2025



<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

# TERMS AND CONDITIONS ADELAIDE REGION, AUSTRALIA

- 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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

SVITZER

- 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.

## **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		2,941	4,555	7,146	8,434	8,652	9,293	9,644	10,009	10,390	10,783	11,192	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				

OF THE TARIFF RATE

**HOURLY RATE** 

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

ADDITIONAL TIME – CHARGE IN 15 MINUTE INCREMENTS 25%

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

PILOT TRANSFERS (IF PART OF TUG JOB)	369
NON-EMERGENCY TUG HIRE RATES - EXCLUDING NORMAL HARBOUR SERVICES - MINIMUM CHARGE OF FOUR (4) HOURS	3,336
SUNDRY SERVICES INCLDUING FIREFIGHTING, USE OF PUMPS, ASSISTANCE IN OIL POLLUTION RESPONSE	POA
	FOR ALL VESSEL SIZES
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT	5,442

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTC

RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

PORT MANAGER DETAILS:

HENRY MASEL

PHONE: +61 459 747 041

EMAIL: <u>HENRY.MASEL@SVITZER.COM</u>

#### **ALBANY FLEET AS OF 01 FEBRUARY 2025**

TBP TYPE FIFI

Svitzer Maryon 67 Z FA

Svitzer Karoline 68 Z FA



# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo.

- 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.

## **BUNBURY**



### **TOWAGE TARIFF**

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

	VESSEL 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		1,423	1,543	1,945	2,324	2,656	3,059	3,438	3,937	4,316	4,530	4,860	5,170	5,618	2
	VESSEL 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		5,999	6,449	6,545	6,686	6,829	6,971	7,113	7,208	7,255	7,302	7,349	7,397	7,447	2
SHIFTING AT / BETWEEN BERTHS – with ship's main engine						50% OF	THE TARIFF I	RATE FOR AL	L VESSEL S	IZES					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	1,980
PILOT TRANSFERS (IF PART OF TUG JOB SERVICES)	396
FIRE AND EMERGENCY RESPONSE ASSISTANCE	POA

### **SURCHARGES**

	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%
*IN ADDITION TO THE TARIFF RATE	

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

RETURN TO COVER

TERMS AND CONDITIONS

UKST

RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS)
PHONE: 1800 424 617
GENERAL ENQUIRIES
PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

PORT MANAGER DETAILS:

HENRY MASEL

PHONE: +61 459 747 041 EMAIL: HENRY.MASEL@SVITZER.COM

#### **BUNBURY FLEET AS OF 01 FEBRUARY 2025**

KOOMBANA 81 Z F1 E
MARLSTON 81 Z F1 E



# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo.

- 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.

## 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 1,402	2,716	3,536	3,908	4,949	5,374	5,798	6,250	6,608	7,600	8,740	10,053	11,559	13,293	15,287	2

### SUNDRY SERVICES AND SUPPLEMENTARY CHARGES

2,476
2,476

	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	1,090
<sup>1</sup> Surcharge will not apply if job is amended; including revision of number of tugs or change to timing of job.	
*IN ADDITION TO THE TARIFF RATE	

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

RETURN TO COVER

TERMS AND CONDITIONS

UKST

OPERATIONS (24 HOURS) PHONE: 1800 424 617 GENERAL ENQUIRIES PHONE: 1800 424 617

EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

PORT MANAGER DETAILS:

**ZOE GILL** 

PHONE: +61 439 657 428 EMAIL: ZOE.GILL@SVITZER.COM

## **FREMANTLE & KWINANA FLEET** AS OF 01 FEBRUARY 2025

TBP TYPE FIFI OTHER

Svitzer Eagle 56 Z F1

Svitzer Falcon 54 Z F1

Svitzer Emma 79 Z F1

Svitzer Fiona 70 Z FA

Svitzer Redhead 80 Z F1 E



# 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 01 APRIL 2025.
- 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 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 nature and origin of the cargo and the owner of the cargo. 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:

- Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall besubject 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.





### RATES PER TUG IN AUD excl GST

	RATE PER GROSS TONNE (GT) OF THE VESSEL
ASSIST FROM SEA TO BERTH OR BERTH TO SEA	0.216
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)	0.212
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	0.116
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	0.114
	DATE DED HOUD
	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.

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### **SURCHARGES**

ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOURS OF JOB COMMENCEMENT

1,512

**GERALDTON FLEET AS OF 01 FEBRUARY 2025** 

		TBP	TYPE	FIFI	OTHER
Svitzer Wilu	-	71	ZT	F1	Ε
Svitzer North	-	71	Z		Е
Svitzer Abrolhos	-	71	ZT	F1	Е

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

RETURN TO COVER

TERMS AND CONDITIONS

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RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS) PHONE: 1800 424 617 GENERAL ENQUIRIES PHONE: 1800 424 617

PHONE: 1800 424 617
EMAIL: WA.CONTROLLERS@SVITZER.COM

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA 6162, AUSTRALIA

PORT MANAGER DETAILS:

HENRY MASEL PHONE: +61 459 747 041

EMAIL: <u>HENRY.MASEL@SVITZER.COM</u>



# 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 01 APRIL 2025.
- 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. 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.
- 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 nature and origin of the cargo and the owner of the cargo. 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.

- 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.

## **PORT BONYTHON**

### **TOWAGE TARIFF**



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

								IN HOURS
VESSEL GROSS TONNAGE (GT)	<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	16,484	20,183	21,760	23,602	25,256	25,577	29,410	2.5

### **SURCHARGES**

	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	50%
ORDER / CANCELLATION / AMENDMENT – WITHIN THREE (3) HOURS OF JOB COMMENCEMENT	100%
STANDBY DURING IMPORT OPERATIONS (MAXIMUM TWO (2) CALENDAR DAYS) 1	AUD 9,648 excl GST
STANDBY DURING EXPORT OPERATIONS (MAXIMUM THREE (3) CALENDAR DAYS) <sup>1</sup>	AUD 14,472 excl GST
STANDBY (AFTER TWO (2) OR THREE (3) DAYS RESPECTIVELY) – CHARGED PER CALENDAR DAY <sup>2</sup>	AUD 4,824 excl GST
<sup>1</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	ar day applies.

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

RETURN TO COVER

TERMS AND CONDITIONS

<sup>2</sup>Additional day rate is applicable for each started calendar day and does not apply pro-rata.

OPERATIONS (24 HOURS) PHONE: 1800 672 281 GENERAL ENQUIRIES PHONE: 1800 672 281

EMAIL: WA.CONTROLLERS@SVITZER.COM

\*IN ADDITION TO THE TARIFF RATE

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WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA PORT MANAGER DETAILS: NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE

#### PORT PIRIE FLEET AS OF 01 FEBRUARY 2025



Ginga

Larrakia

 TBP
 TYPE
 FIFI

 57
 ZT
 F1

 55
 ZT
 F1



# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.

## PORT PIRIE TOWAGE TARIFF



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

		1	ı		T		IN HOURS
VESSEL GROSS TONNAGE (GT)	<8,000	8,001 12,000	12,001 16,000	16,001 20,000	20,001 25,000	>25,000	
BERTHING / SAILING / SHIFTING	7,015	8,292	9,984	10,764	10,847	12,470	2

### **SURCHARGES**

	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 \*IN ADDITION TO THE TARIFF RATE

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

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS)
PHONE: 1800 672 281
GENERAL ENQUIRIES
PHONE: 1800 672 281

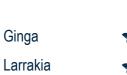
EMAIL: WA.CONTROLLERS@SVITZER.COM

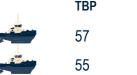
UKS

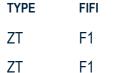
WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA PORT MANAGER DETAILS: NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

PORT BONYTHON SERVICED BY TUGS FROM PORT PIRIE
PORT PIRIE FLEET AS OF 01 FEBRUARY 2025









# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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.





### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

VESSEL GROSS TONNAGE (GT)	<30,000	30,001 35,000	35,001 40,000	40,001 45,000	45,001 50,000	>50,001	INTIOURS
BERTHING / SAILING / SHIFTING – TUGS MOBILISED FROM PORT PIRIE	42,980	44,216	46,312	48,159	50,270	52,558	2

<sup>&</sup>lt;sup>1</sup>Rates above will only apply if a Svitzer tug is required at Wallaroo which are inclusive of **mobilisation surcharge** of AUD 24,650

### **SURCHARGES**

	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 JOB COMMENCEMENT	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 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	e right to equally split standby charges between vessels in the Port
*IN ADDITION TO THE TARIFF RATE	

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

RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS)
PHONE: 1800 672 281
GENERAL ENQUIRIES
PHONE: 1800 672 281

EMAIL: WA.CONTROLLERS@SVITZER.COM

<u>UKSTC</u>

WA CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD, 20 MEWS ROAD, SOUTH FREMANTLE, WA, 6162, AUSTRALIA PORT MANAGER DETAILS: NICOLE STANTON PHONE: +61 439 296 034

EMAIL: NICOLE.STANTON@SVITZER.COM

Ginga

Larrakia

 TBP
 TYPE
 FIFI

 57
 ZT
 F1

 55
 ZT
 F1

PORT WALLAROO SERVICED BY TUGS FROM PORT PIRIE

PORT PIRIE FLEET AS OF 01 FEBRUARY 2025



RATES PER 01 APRIL 2025

# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.

## **BRISBANE**

TOWAGE TARIFF

### **SVITZER**

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	4,702	6,210	7,590	8,299	8,936	9,222	9,525	9,962	10,087	10,194	11,723	13,480	2
BERTHING / SAILING – JOB UPSTREAM, WEST OF GATEWAY BRIDGE	8,290	9,800	11,178	11,886	12,526	12,812	13,115	13,552	13,675	13,784	15,313	17,070	3

**ADDITIONAL RATES** 

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** 

SURCHARGES	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)*4	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 the port limits up until Entrance Beacon. It 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. Any services outside of this will be Price on Application (POA).

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

TERMS AND CONDITIONS

\*IN ADDITION TO THE TARIFF RATE

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

#### RETURN TO COVER

**OPERATIONS (24 HOURS)** 

PHONE: 1800 453 938 **GENERAL ENQUIRIES** 

PHONE: 1800 453 938 EMAIL: STHQLD.CONTROLLERS@SVITZER.COM UKSTC

RATES PER 01 APRIL 2025

### EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD

PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

**CRAIG WORLING** PHONE: +61 417 070 903

PORT MANAGER DETAILS:

EMAIL: CRAIG.WORLING@SVITZER.COM

#### **BRISBANE FLEET AS OF 01 FEBRUARY 2025**

TBP	TYPE	FIFI
72	Z	FA
71	Z	FA
59	Z	
62	Z	
69	Z	FA
	72 71 59 62	72 Z 71 Z 59 Z 62 Z



# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.





MAX. TIME DURATION IN HOURS

### RATES PER TUG IN AUD excl GST

	ALL VESSEL SIZES	
BERTHING / SHIFTING / SAILING	22,107	2

### ADDITIONAL RATES PER TUG

FROM THIRD TUG	POA
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### **SURCHARGES**

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS*	25%
ACTIVE STANDBY, PUSH-UP1 – 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)*2	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%
A	

<sup>&</sup>lt;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.

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM

#### **EDEN FLEET AS OF 01 FEBRUARY 2025**

	TBP	TYPE	FiFi
	47	ZU	
-	48	ZU	FA

Walan

Cooma



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

<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

## **EDEN**

### LINES TARIFF

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

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MAX. TIME DURATION

IN HOURS

TARIFF RATE

LLIED NATURAL WOOD EXPORTS (ANWE) WOODCHIP BERTH		
AUNCH & MOORING	7,035	4
AUNCH & UNMOORING	7,035	4
IULTI-PURPOSE & NAVY WHARF (LOG/GENERAL CARGO BERTH) AND BREAK WATER WHARF		
AUNCH & MOORING	4,180	4
AUNCH & UNMOORING	4,180	4
EDEN CRUISE WHARF		
AUNCH & MOORING	5,505	4
AUNCH & UNMOORING	4,843	4
Mooring and Unmooring services are inclusive of all launch, Master/s, Deckhand/s and lines crew		
AUNCH SERVICES (INCLUDING DRIVER & DECKHAND)	1,532	4
ADDITTIONAL LINES CREW MEMBER/DECKHAND/HARBOUR WORK	663	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	285	1
INDOOR/OUTDOOR STORAGE	POA	
OFFICE SPACE HIRE	POA	

### SURCHARGES

	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%
*IN ADDITION TO THE TARIFF RATE	

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

RETURN TO COVER

TERMS AND CONDITIONS

**OPERATIONS (24 HOURS)** PHONE: 1800 804 186 **GENERAL ENQUIRIES** PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

**PORT MANAGER DETAILS:** 

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM

2 OF 2 PAGES **PREVIOUS PAGE** 

# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.





### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

										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 60,000	60,001 70,000	70,001 80,000	> 80,000	
BERTHING / SHIFTING / SAILING	7,520	8,149	8,576	8,910	9,125	9,676	10,145	10,622	11,221	2

OF THE TARIFF RATE

### **SURCHARGES**

	OF THE TAKIFF KATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS*	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)1	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)*2	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>&</sup>lt;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.

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS)
PHONE: 1800 133 022
GENERAL ENQUIRIES
PHONE: 1800 133 022
EMAIL: VIC.CONTROLLERS@SVITZER.COM

**EAST COAST CUSTOMER SERVICE CENTRE ADDRESS**: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

**GEELONG FLEET AS OF 01 FEBRUARY 2025** 

TBP TYPE FIFI

Svitzer Albatross 72 Z F1

Svitzer Harrier 70 Z F1



ıhlic

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

<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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: <a href="https://www.svitzer.com/standard-conditions">https://www.svitzer.com/standard-conditions</a>

- 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.

## **MELBOURNE TOWAGE TARIFF**



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION

VESSEL GROSS TONNAGE (GT)	< 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	6,657	7,849	8,757	8,955	9,270	9,332	9,376	9,436	9,908	10,424	11,988	13,784	2
TOWACE INERASTRUCTURE LEVY - MELBOURNE (in effect as of 01 January 2025)  ALID 630 PER TUGLIOR FEFECTIVE 1 JANUARY 2026)													

OF THE TABLET DATE

### ADDITIONAL RATES PER TUG

	OF THE TAKIFF KATE
THIRD & FOURTH TUG	150%

### **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)*2	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>&</sup>lt;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.

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

RETURN TO COVER

TERMS AND CONDITIONS

**OPERATIONS (24 HOURS)** PHONE: 1800 133 022 **GENERAL ENQUIRIES** PHONE: 1800 133 022

EMAIL: VIC.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA **PORT MANAGER DETAILS:** 

SIMON RIDDLE PHONE: +61 450 794 714

EMAIL: SIMON.RIDDLE@SVITZER.COM

#### **MELBOURNE FLEET** AS OF 01 DECEMBER 2025

		TBP	TYPE	FIFI
Svitzer Marysville	-	68	Z	FA
Svitzer Otway	-	70	ZT	F1
Svitzer Eureka	-	71	ZT	F1
SL Daintree		68	Z	FA
Tingari		60	Z	
Svitzer Meringa	-	69	Z	F1

<sup>&</sup>lt;sup>2</sup>Escort rate is charged for any towage assistance which does not fall under the category of standard towage and falls within the port limits of Fawkner Beacon to Bolte Bridge (Zone 1). Any escort or other related services outside of Zone 1 – Price on Application (POA)

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

<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.

## **NEWCASTLE**

### **TOWAGE TARIFF**

### PORT CALL RATE IN AUD excl GST

**SVITZER** 

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		
PORT CALL – LOA UP TO 130.00 METRES		6,470	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		12,903	15,027	18,803	19,623	21,233	22,785	24,285	25,912		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	
PORT CALL - LOA FROM 200.01 TO 240,00 METRES		35,499	37,977	40,067	43,819	46,141	48,609	51,343	56,321	59,050	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		54,688	57,233	62,872	64,783	68,204	71,980	75,132	78,207		2.5
SHIFTING % OF ABOVE RATES ACCORDING TO SIZE		50%	50%	50%	50%	50%	50%	50%	50%		2.5

SURCHARGES	OF THE PORT CALL RATE
	OF THE PORT CALL RATE

PASSIVE ESCORT*	20%
ACTIVE ESCORT*	25%
DEAD SHIP MOVEMENT*	100%
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%
*IN ADDITION TO THE TARIFF RATE	

	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>	5,527
PUSH-UP PER HOUR – MINIMUM CHARGE OF TWO (2) HOURS <sup>2</sup>	11,052

<sup>&</sup>lt;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

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

#### RETURN TO COVER

TERMS AND CONDITIONS

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

PHONE: 1800 804 186
EMAIL: NSW.CONTROLLERS@SVITZER.COM

#### UKSTC

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

#### PORT MANAGER DETAILS:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM

#### **NEWCASTLE FLEET AS OF 01 FEBRUARY 2025**

	TBP	TYPE	FIFI	OTHER
Svitzer Myall	69	Z	F1	Е
Svitzer Maitland	70	Z	F1	Е
PB Plenty	68	Z	FA	
PB Murray	69	ZY 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		

<sup>&</sup>lt;sup>2</sup>Late booking surcharge not applicable - 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>&</sup>lt;sup>3</sup>Additional time calculation based on dividing number of tugs required for the Port Call by the Port Call Rate.

## NEWCASTLE LINES TARIFF



MAX. TIME

**DURATION** IN HOURS 100.01 150.01 200.01 DOCKYARD BERTHS: 1&2 DYKE 2&3 KOORAGANG, LEE WHARF, THROSBY WHARF, MAYFIELD BERTHS, EASTERN BASIN AND WESTERN BASIN BERTHS - VESSEL < 100 >250.01 150.00 200.00 250.00 LOA MOORING - AUD excl. GST 2.991 3.486 4,726 5,470 8,164 2.013 2.481 2.991 3.704 5.470 UNMOORING - AUD excl. GST 200.01 4 & 5 DYKE AND 4,5,6,7,8,9 & 10 KOORAGANG - VESSELLOA <200 >250.01 250.00 5.916 7,186 5,174 MOORING - AUD excl. GST 3.192 3.704 4.726 UNMOORING - AUD excl. GST **6 BHP BERTH - VESSEL LOA** <150.00 2,465 MOORING – AUD excl. GST 1,661 UNMOORING - AUD excl. GST 200.01 **CHANNEL BERTH - VESSEL LOA** <200.00 >250.01 250.00 5,174 7,186 8,519 MOORING - AUD escl. GST 3.192 4.726 5.470 UNMOORING - AUD excl. GST 372 WORKBOAT HIRE INSIDE HABOUR - AUD excl. GST STORM MOORINGS - IN THE EVENT OF SEVERE WEATHER AND EXTRA MOORING LINES ARE REQUIRED ON STOP BOLLARDS POA

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)

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

UKSTO

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

LAUREN MUNRO PHONE: +61 417 333 422

EMAIL: LAUREN.MUNRO@SVITZER.COM

2 OF 2 PAGES PREVIOUS PAGE

# 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 01 APRIL 2025.
- 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 tin 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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



### 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 2,936	3,693	4,666	5,557	6,632	7,485	8,532	8,859	10,392	11,490	12,634	14,815	17,036	19,591	22,528	2

### ADDITIONAL RATES PER TUG

	OF THE TARIFF RATE
THIRD TUG	150%
FOURTH TUG	POA

### **SURCHARGES**

	OF THE TARIFF RATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS*	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)1	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)*2	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>&</sup>lt;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

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186

PHONE: 1800 804 186
EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM

#### PORT KEMBLA FLEET AS OF 01 FEBRUARY 2025

		TBP	TYPE	FIFI	OTHER
Svitzer Ruby	-	85	Z	F1	Е
Svitzer Bass		72	ZT	FA	
Svitzer Flinders		66	ZT	FA	



<sup>&</sup>lt;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>&</sup>lt;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 four (4) tugs to three (3) tugs, in which case the surcharge will apply

\*IN ADDITION TO THE TARIFF RATE

## **PORT KEMBLA**

### LINES TARIFF

## SVITZER

MAX. TIME DURATION IN HOURS

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

VESSEL LENGTH OVERALL (LO	A) 50.00 100.00	100.01 150.00	150.01 200.00	200.01 250.00	> 250.01	
MOORING (INCLUDING LAUNCH AND LINES CREW)	2,273	2,959	3,706	4,891	6,179	2
UNMOORING (INCLUDING LAUNCH AND LINES CREW)	1,541	1,984	2,471	3,267	4,130	2
MOORING – BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	6,179	6,179	6,179	6,179	6,179	2
UNMOORING - BERTH 201 (INCLUDING LAUNCH AND LINES CREW)	4,130	4,130	4,130	4,130	4,130	2
LAUNCH HIRE ONLY (NO. 1 BULK & NO. 2 BULK BERTHS)	1,067	1,067	1,067	1,067	1,067	2
SHIFTING BERTH TO BERTH		Moor	ring rate at new ber	h only		
HAULING VESSELS UP TO 50 METRES			Unmooring rate onl	у		
HAULING VESSELS OVER 50 METRES			Mooring rate only			
OIL BERTH STANDBY LAUNCH	Standby Launch at 2	201 is charged at \$328	8 per hour for the first	12 hours and then \$2	78 per hour after that	

### OTHER SERVICES

HOURL	Y RATE

WORKBOAT HIRE - INSIDE HARBOUR	328
WORKBOAT HIRE - OUTSIDE HABOUR	504

### **SURCHARGE**

	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%
*IN ADDITION TO THE TARIFF RATE	

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: <u>DANIEL.WADE@SVITZER.COM</u>



# 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 01 APRIL 2025.
- 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 tin 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 nature and origin of the cargo and the owner of the cargo. 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: <a href="https://www.svitzer.com/standard-conditions">https://www.svitzer.com/standard-conditions</a>

- 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.

## **PORT OF HASTINGS - WESTERNPORT**



### **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 20,000	20,001 30,000	30,001 40,000	40,001 50,000	50,001 75,000	> 75,001	
BERTHING / SAILING	18,422	20,003	21,600	23,611	26,769	28,153	30,426	33,758	4
SHIFTING			100% OF TI	HE TARIFF RAT	E FOR ALL VE	SSEL SIZES			

FOR ALL VESSEL SIZES

### ADDITIONAL RATE PER TUG

THIRD TUG / FOURTH TUG	POA

### **SURCHARGES**

	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*2	150%
UNSCHEDULED CALL OUT FEE - ONE (1) HOUR NOTICE FIRE FIGHTING	100%
ORDER / CANCELLATION / AMENDMENT - WITHIN TWO (2) HOUR OF JOB COMMENCEMENT	50%
ORDER / CANCELLATION / AMENDMENT - WITHIN ONE (1) HOURS OF JOB COMMENCEMENT	100%

<sup>&</sup>lt;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

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

RETURN TO COVER

TERMS AND CONDITIONS

RATES PER 01 APRIL 2025

**OPERATIONS (24 HOURS)** PHONE: 1800 133 022 **GENERAL ENQUIRIES** PHONE: 1800 133 022

EMAIL: VIC.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE **ADDRESS:** SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PHONE: +61 450 794 714

**PORT MANAGER DETAILS:** 

### SIMON RIDDLE

EMAIL: SIMON.RIDDLE@SVITZER.COM

#### PORT OF HASTINGS FLEET AS OF 01 **FEBRUARY 2025**

FIFI Svitzer Orvx F1 Svitzer Lynx



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

<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

# 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 Westernport, effective from 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.

## **SYDNEY - GORE COVE**

### **TOWAGE TARIFF**



### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

ALL VESSEL SIZES

BERTHING / SHIFTING / SAILING

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)*2	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

\*IN ADDITION TO THE TARIFF RATE

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

RETURN TO COVER

TERMS AND CONDITIONS

<u>UKST</u>

RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: DANIEL.WADE@SVITZER.COM

#### **SYDNEY FLEET AS OF 01 FEBRUARY 2025**

		TBP	TYPE	FIFI
Bullara	- 113°	65	Z	
Svitzer Swift	-	65	Z	F1
Svitzer Warrawee		61	Z	FA
Svitzer Warang	-	57	Z	FA
Svitzer Waratah	The state of the s	59	Z	FA



# 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 01 APRIL 2025 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 tin 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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**

### **SVITZER**

**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 60,000	60,001 70,000	70,001 80,000	80,001 90,000	90,001 100,000	100,001 110,000	>440,000	INTIOONO
BERTHING / SAILING / SHIFTING		5,501	6,790	6,919	7,404	7,657	7,874	8,173	8,559	8,861	9,252	9,666	11,101	2
KURNELL 3 BERTHING / SAILING / SHIFTING		9,346	10,636	10,764	11,249	11,500	11,718	12,021	12,403	12,706	13,098	13,512	14,946	3
PORT BOTANY ACCESS LEVY (in effect as of 01 JULY 2020)		AUD 78 F	PER TUG			•		•	•	•	•	•		

OF THE TARIFF RATE

### ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	15,772
FOURTH TUG	20,037

### **SURCHARGES**

	OF THE PARTY TOTAL
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS*	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS)1	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)*2	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 JOBCOMMENCEMENT	100%
A	

<sup>&</sup>lt;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

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTC

RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS)
PHONE: 1800 804 186
GENERAL ENQUIRIES
PHONE: 1800 804 186

EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE
ADDRESS: SVITZER AUSTRALIA PTY LTD
PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA

PORT MANAGER DETAILS:

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: <u>DANIEL.WADE@SVITZER.COM</u>

### SYDNEY FLEET AS OF 01 FEBRUARY 2025

		TBP	TYPE	FIFI
Bullara	- 113°	65	Z	
Svitzer Swift	-	65	Z	F1
Svitzer Warrawee		61	Z	FA
Svitzer Warang	-	57	Z	FA
Svitzer Waratah	The state of the s	59	Z	FA



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

<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

# 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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:

- 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.

## SYDNEY - PORT JACKSON (EXCL GORE COVE)



**TOWAGE TARIFF** 

### RATES PER TUG IN AUD excl GST

MAX. TIME DURATION IN HOURS

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	
BERTHING / SAILING / SHIFTING	8,617	9,445	10,507	11,617	12,426	12,563	12,794	13,043	14,999	17,247	2

### ADDITIONAL RATES PER TUG

	FOR ALL VESSEL SIZES
THIRD TUG	20,254

### **SURCHARGES**

	OF THE TAKIFF KATE
ADDITIONAL TIME – CHARGED IN 15 MINUTE INCREMENTS*	25%
STANDBY, PUSH UP PER HOUR (MINIMUM CHARGE OF FOUR (4) HOURS)1	35% PASSIVE (at wharf) / 50% ACTIVE (ex-wharf)
ESCORT PER HOUR (MINIMUM CHARGE OF TWO (2) HOURS)*2	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>&</sup>lt;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

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

RETURN TO COVER

TERMS AND CONDITIONS

UKSTO

RATES PER 01 APRIL 2025

OPERATIONS (24 HOURS) PHONE: 1800 804 186 GENERAL ENQUIRIES PHONE: 1800 804 186

PHONE: 1800 804 186
EMAIL: NSW.CONTROLLERS@SVITZER.COM

EAST COAST CUSTOMER SERVICE CENTRE ADDRESS: SVITZER AUSTRALIA PTY LTD PO BOX 103, CARRINGTON, NSW, 2294, AUSTRALIA PORT MANAGER DETAILS:

DANIEL WADE

PHONE: +61 450 099 158

EMAIL: <u>DANIEL.WADE@SVITZER.COM</u>

#### **SYDNEY FLEET AS OF 01 FEBRUARY 2025**

		TBP	TYPE	FIFI
Bullara	-	65	Z	
Svitzer Swift	-	65	Z	F1
Svitzer Warrawee	7	61	Z	FA
Svitzer Warang	1100	57	Z	FA
Svitzer Waratah	and and	59	Z	FA



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

<sup>\*</sup>IN ADDITION TO THE TARIFF RATE

## SVITZER

# TERMS AND CONDITIONS SYDNEY - PORT JACKSON (EXCL GORE COVE)

- 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 01 APRIL 2025.
- 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 nature and origin of the cargo and the owner of the cargo. 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.

## **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 all towage services. The BAF is based on the monthly average per barrel price of Gasoil 10ppm Singapore (Gasoil 10ppm Singapore FOB Cargoes) published by Bloomberg 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
E	Escort Class



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 work "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

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

- (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) Not withstanding 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.