

10. OTHER MATTERS

10.1 AUSTRALIAN MARITIME SAFETY AUTHORITY (AMSA)

All vessels may be subject to Port State Control inspections by AMSA Surveyors. In some instances, the severity of any deficiencies may result in the vessel being Provisionally Detained until repairs are affected. This can at times result in the vessel being delayed from sailing. Depending on the nature of the rectification work required, it may be necessary to cease loading operations until repair work is completed at the berth or to have the vessel moved to a suitable alternate holding berth for the repair work to be completed, at the vessel owner's cost.

PWCS must receive immediate written notice of any provisional detention and release that occurs whilst alongside at the Terminals. Notices must be forwarded by the Vessel Agent to _ShippingIssues@pwcs.com.au (note the underscore must be included in email address).

Contact details for AMSA in the Port of Newcastle are:

Senior Marine Surveyor
Australian Maritime Safety Authority
8 Cowper Street
Carrington NSW 2294
AUSTRALIA
Telephone: +61 2 4961 6300
Fax: +61 2 4961 2694
Email: sydney@amsa.gov.au

10.2 GAS FREEING VESSELS

It is expected that in accordance with good seamanship, the Masters of OBO vessels will ensure that prior to presenting for loading at PWCS Terminals their vessel is Gas Free with a valid Gas Free Certificate. The International Safety Guide for Oil Tankers and Terminals (ISGOTT) details the recommended procedures to be followed. The Master of the Vessel is advised they may be required to establish their vessel (OBO) is gas free during an inspection by AMSA.

The Gas Free Certificate must have been issued by an authority acceptable to PWCS prior to presenting the vessel for loading. A Gas Free Certificate signed only by the Master of the Vessel will not be acceptable.

Acceptance of any vessel carrying slops is subject to the approval of PWCS and the Harbour Master. Slop tanks must be fully inerted, positively pressurised and with an oxygen content of not more than 8% by volume in accordance with ISGOTT. Slop tanks shall remain positively pressurised during loading and must not be manually vented whilst the vessel is at, or near the Terminal. Washing and gas freeing of slop tanks at the Terminal is prohibited.

10.3 INDEMNITY AND RELEASE

10.3.1 INDEMNITY

The owner, Master of the Vessel and Vessel Agent, jointly and severally, will indemnify PWCS, its employees, agents, licensees, contractors and sub-contractors against all claims which PWCS, its employees, agents, licensees, contractors and sub-contractors may incur or which may be brought against or made on PWCS, its employees, agents, licensees, contractors and sub-contractors, arising out of or in connection with any claim arising out of or in any way related to:

- (a) The breach of any rule contained in this Handbook;
- (b) PWCS taking steps to ensure compliance with any rule contained in this Handbook; or
- (c) Any injury, death, damage or loss caused by the vessel or a person associated with the vessel, related directly or indirectly to the vessel berthing, unberthing or being, or intending to be, at the Terminal or otherwise arising out of or in any way related to this Handbook and caused by an act or omission of the Owner, Master of the Vessel or Agent or their employees, agents, licensees, contractors and sub-contractors; and

- (d) Any wilful, negligent or unlawful act or omission of the Owner, Master of the Vessel, Vessel Agent or their employees, agents, licensees, contractors and sub-contractors, except to the extent that such breach, injury, death, damage, or loss is caused by PWCS' own negligence.

Subject to the above, it is recognised and agreed that PWCS has responsibilities for routine repair and maintenance of the Terminal, and this may result in it incurring a loss in respect of damage to the Terminal. In any proceedings by PWCS relating to damage or loss in respect of routine repair and maintenance to the Terminal, PWCS will be taken to have incurred the relevant damage or loss itself.

10.3.2 RELEASE

On and from the date of agreement to comply with this Handbook, or any previous version of the Handbook if not resigned, and in return for PWCS allowing a vessel to use the Terminal, each owner, Master of the Vessel and Vessel Agent of the vessel hereby releases PWCS, its employees, agents, licensees, contractors and sub-contractors from all claims whatsoever which the owner, Master of the Vessel or Vessel Agent have or may have had against them, whether arising out of or in connection with this Handbook, to the fullest extent permitted by law, including without limitation claims for any injury, death, damage, or loss arising out of anything which PWCS does or fails to do in relation to a vessel or relating to a vessel berthing, unberthing or being at the Terminal.

10.4 RESPONSIBILITY FOR DAMAGE CAUSED

The parties acknowledge and agree that:

- (a) to the extent any damage is caused to a vessel by PWCS equipment (whether before, during or after the berthing process) PWCS will, on request from the owner of that vessel and presentation of valid receipts, reimburse the owner of that vessel the full value of the cost of any repairs to the vessel required as a result of that damage
- (b) to the extent any damage is caused to PWCS berths or associated equipment (including but not limited to wharf fenders, wharf decking, shiploaders, etc.) by a vessel (whether before, during or after the berthing process) the owner of that vessel will, on request from PWCS, immediately reimburse PWCS the full value of the cost of any repairs to the berth required as a result of that damage.