

## BILLING TERMS AND CONDITIONS

### 1 Definitions

- 1.1 **1-Stop** means 1-Stop Connections Pty Ltd (ABN 58 102 573 544) of Suite 7005, Brighton Le Sands NSW 2216.
- 1.2 **ACC** means Automatic Container Carrier.
- 1.3 **AMSA** means Australian Maritime Safety Authority.
- 1.4 **ASC** means Automatic Stacking Crane.
- 1.5 **B959** means Form B959 issued by the Department of Immigration and Border Protection relating to an application for permission to move, alter or interfere with export goods under customs control.
- 1.6 **Carrier** means an authorised user as set out in the VBS registration form, whether company, contractor, sub-contractor or guarantor.
- 1.7 **Chain of Responsibility Practices** means any and all matters relating to the safe operation of vehicles including fatigue, vehicle mass and dimension, securing of loads, speed, transporting dangerous goods.
- 1.8 **Default Rate** means an amount 2% higher than the rate prescribed from time to time under the *Penalty Interest Rates Act 1983 (Vic)*.
- 1.9 **Event of Force Majeure** means:
- i. Significant adverse weather which actually causes interruption or suspension of operations and/or truck movements at the Terminal;
  - ii. An outage or interruption of the IT systems at the Terminal that adversely impacts operations, including the ability to accept incoming or outgoing vehicles;
  - iii. Any road or port closure within the vicinity of the Terminal;
  - iv. Any power failure or outage that impacts on operations at the Terminal;
  - v. Any act or instruction of an external regulator or any of the emergency services that adversely impacts on the ability to accept incoming or outgoing vehicles at the Terminal; or
  - vi. Any other force majeure event which is outside the reasonable control of the affected party, including, an act of God, peril of sea or air, act of war, strike at the Terminal, embargo or other trade restriction including blockades, labour dispute or labour shortage, civil commotion, accident, explosion, contamination, terrorist acts.
- 1.10 **ID** means identification.
- 1.11 **Infrastructure Surcharge** has the meaning given to the term in clause 7.
- 1.12 **Join Fee** has the meaning given to the term in clause 7.
- 1.13 **List Fee** has the meaning given to the term in clause 7.
- 1.14 **Loss** means any loss, cost, expense, damage, liability, damages or exposure of any type and however arising incurred by a party including legal costs and expenses, direct or indirect loss or consequential loss.
- 1.15 **MIP** means maritime industry participant and as further defined in clause 15.
- 1.16 **MSIC** means Maritime Security Identification Card.
- 1.17 **No Show Fee** has the meaning given to the term in clause 7.
- 1.18 **Off Slot Fee** has the meaning given to the term in clause 7.
- 1.19 **PIN** means personal identification number.
- 1.20 **PPE** means personal protective equipment that is required to be worn by any person accessing the Terminal.
- 1.21 **PRA** means pre-receival advice.
- 1.22 **Registration Fee** has the meaning given to the term in clause 7.
- 1.23 **Related Entities** has the meaning given to it in section 9 of the *Corporations Act 2001 (Cth)*.
- 1.24 **Re-join Fee** has the meaning given to the term in clause 7.
- 1.25 **Slot Fee** has the meaning given to the term in clause 7.
- 1.26 **Stack Run In Slot Fee** has the meaning given to the term in clause 7.
- 1.27 **SMS** means short message service (text message).
- 1.28 **TBA** means to be arranged.

- 1.29 **Terminal** means the Victoria International Container Terminal located at 78 Webb Dock Drive, Port Melbourne VIC 3207.
- 1.30 **Turn Container Fee** has the meaning given to term in clause 7.
- 1.31 **VBS** means the VICT 1-Stop vehicle booking system, managed by 1-Stop.
- 1.32 **VGM** means verified gross mass.
- 1.33 **VGM Weighing Fee** has the meaning given to the term in clause 7.
- 1.34 **VGM Weight Discrepancy Fee** has the meaning given to the term in clause 7.
- 1.35 **SOLAS** means Safety Of Life At Sea.
- 1.36 **VICT** means Victoria International Container Terminal Limited (ABN 56 164 915 655) of 78 Webb Dock Drive, Port Melbourne VIC 3207.

## 2 Overview

- 2.1 A Carrier wishing to conduct operations via the Terminal, must do so by pre-booking appointment slots via the VBS.
- 2.2 Access to the VBS is managed via 1-Stop and requires the Carrier to pay an annual Registration Fee to 1-Stop.
- 2.3 After registration, the Carrier will be issued with a unique carrier access code, which will be used to sign into the VBS.
- 2.4 Failure to pay the annual Registration Fee may see the Carrier disconnected from the VBS, and liable for a Re-join fee.

## 3 Conditions of Entry

### 3.1 Terminal Induction

- i. All drivers must sit and complete the Terminal induction via the 1-Stop MSIC induction portal before being allowed access onto the Terminal.
- ii. The induction must be completed at the same time as the mandatory scheduled background check performed by Auscheck for MSIC, which is required every 2 years. 1-Stop will issue reminders to drivers for renewal.

### 3.2 Health, Safety and Environment Requirements

The Carrier must comply with all VICT health, safety and environment rules and policies, set out in further detail in clause 17 and follow any reasonable direction issued by a VICT employee or representative.

### 3.3 MSIC

Every driver should have a valid MSIC which will be checked by VICT's access control system on arrival at the Terminal. The MSIC will be used by the driver throughout the process through the Terminal and drivers must show their MSIC on request. Any driver arriving at the Terminal without a valid MSIC will be denied entry to the Terminal and the Carrier may be charged for a missed appointment.

### 3.4 Booking and Manifest

All Carriers must have a booking and manifest for all of its containers for pick up/drop off before they arrive at the VICT Terminal unless (by exception) an alternative arrangement has been made for specific cargo by VICT.

### 3.5 Movement ID

- i. On arrival at the Terminal gate, VICT will automatically validate that the Carrier's truck has a valid booking and manifest. Should the system not be able to verify the truck booking, the driver must be able to quote the correct movement ID for their manifest.
- ii. Failure of the Carrier to provide a valid movement ID will see the Carrier denied entry to the Terminal.
- iii. The movement ID is allocated at the time of making a booking in the VBS. The movement ID is also available to the driver via the 1-Stop mobile smartphone app for both iPhone and android.

## 3.6 Container Condition

- i. All 20' standard and 20'/40' Reefer containers received into VICT must be received with doors "aft" (to the rear of the trailer). Export Reefer containers must be placed doors aft in the stack to ensure that they can be plugged in.
- ii. If these doors are not orientated to the rear of the truck on arrival, the Terminal reserves the right to charge an Export Turn Fee to the Carrier.
- iii. Containers with significant damage will be rejected unless prior authorisation is granted. If authorised, such containers will be treated as an out of gauge movement if the container is not deemed safe for handling in the normal container yard (please see clause 3.7).
- iv. Pick-ups will be loaded onto the truck with doors facing to the rear of the truck in the position indicated on the manifest. If a Carrier requires the doors to be orientated forwards on the truck, this must be communicated by email to [support@vict.com.au](mailto:support@vict.com.au) a minimum of 8 hours in advance of the attempting the collection and will attract an Import Turn Container Fee.

## 3.7 Out of Gauge

Out of gauge bookings must be coordinated with the VBS team as this cargo will be dropped off and picked up directly at the vessel and will not go via the ASC. To arrange a booking for out of gauge cargo the Carrier should contact the VBS team directly to arrange an appropriate slot time. Any questions related to the physical drop off or pick up must be directed to the Special Cargo Manager. Carriers must not mix out of gauge cargo with general cargo on the same truck.

## 3.8 Damage Notification

VICT records images of all containers transiting through the Terminal. If a Carrier considers that a container has significant damage when being collected from the Terminal, they should send a notification of damage to [damage@vict.com.au](mailto:damage@vict.com.au) (details set out in clause 27) and include the container number, date of exit from the Terminal and relevant damage detail. No damage reports will be issued directly to the truck at the exit gate.

## 3.9 Damage Claims

The Terminal will only provide images where the Carrier can provide evidence that the shipping line has indicated its intention to make a claim of damage to a container. These requests should be sent to our claims department (details set out in clause 27). Damage notification under clause 3.8 is not a prerequisite to making a claim. Shipping lines must follow the claim procedure agreed directly with the Terminal.

## 3.10 Chain of Responsibility

- i. It is the responsibility of the Carrier to ensure that individual axle group weights, gross mass and dimensions of trucks comply with all relevant legislation.
- ii. To assist Carriers in compliance of this, VICT will weigh all import full containers and report the measured weight (including front and back weight) to the Carrier via the 1-Stop VBS containers list. There will be no additional charge for this service.
- iii. The weigh in motion scales are calibrated 6-monthly and operate with a +/- 1% tolerance on gross vehicle mass. The weights are indicative only and VICT accepts no responsibility for the accuracy of the weight information provided. Drivers may query the weight at the exit gate and VICT will offer them a second opportunity to drive over the weigh in motion scales.

## 4 How to make a booking

### 4.1 Conditions of making a booking

In order to book a time slot, the following conditions must be satisfied, as required:

- i. **Pick Up: (Import)** container has been discharged from the vessel and must be in a yard location.
- ii. **Pick Up: (Export)** Shipping line sends approved B959 documentation to the Terminal via special service request through 1-Stop.
- iii. **Drop Off:** Container has a valid PRA for the Terminal and export receipt period is open for the nominated vessel as shown on the container list in the VBS.

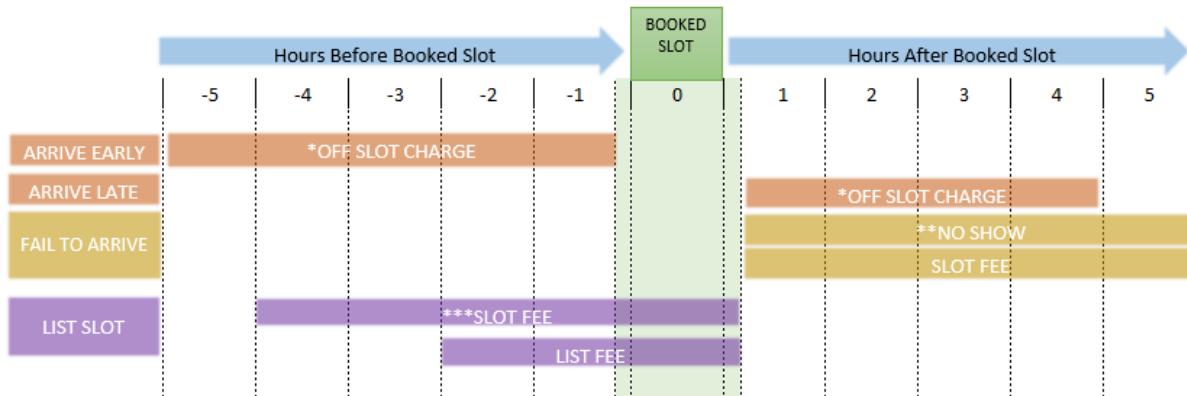
- iv. **Drop Off (TBA):** Carrier has booked a pick-up in the same time zone. Max 2 TBA per time zone. The Carrier must add a valid drop off container number to the TBA before it can be manifested.
- 4.2 Time Slots
- Time slots will be made available between two (2) and seven (7) days in advance, depending on demand. Carriers may, at VICT's discretion, be restricted to a maximum number of bookings per hour.
- 4.3 Listing a booking
- i. Bookings may be listed at any time up until the end of the booked slot.
  - ii. Bookings listed less than 4 hours before the start of the time zone will attract a Slot Fee if not taken by another carrier.
  - iii. Bookings listed less than 2 hours before the start of the time zone will attract a List Fee.
- 4.4 Amending a booking
- i. Carriers may swap containers on its bookings provided they are in the same direction. For example: the Carrier cannot swap a pick up for a drop off.
  - ii. Carriers will only be able to swap pick up bookings where both containers reside in the same block.
- 4.5 Cancelling Bookings
- VICT reserves the right to cancel bookings at its discretion if there is an operational need to do so.

## 5 Creating a Manifest

- 5.1 Manifesting Rules
- i. All bookings must have a valid container number assigned.
  - ii. Import containers must be clear of all holds and any storage fees due must be paid.
  - iii. Pick-up bookings for import containers must have a matched shipping line PIN number (Delivery Order Pin). Any under bond movements must be electronically lodged through 1-Stop prior to manifesting bookings.
  - iv. Manifests may be changed at any time prior to arrival at the Terminal. Manifests cannot be changed after the truck has arrived at the Terminal.
  - v. Import container(s) will be placed on the truck according to the location advised in the manifest. Where a container cannot be loaded to a truck due to an existing transit container in that position, the Carrier will need to amend the manifest.
- 5.2 Bookings must be in the same time zone or in consecutive time zones
- i. Example of consecutive time zones:
    - a. Container 1 booking for time zone 09
    - b. Container 2 booking for time zone 10
  - ii. A single manifest can be created for both bookings but the manifest will attract the earliest time zone of 09. The truck must arrive between 09:00 – 09:59 to be guaranteed entry to the Terminal.
- 5.3 Bulk Stack Run In (empty containers)
- i. It is expected that empty containers will be returned to the Terminal after off hire. However, a Carrier may, at the discretion of VICT, arrange a bulk run in of empty containers.
  - ii. Bulk runs will be authorised only where absolutely necessary to facilitate the needs of VICT in making empty stock levels available for a vessel.
  - iii. All bulk run bookings from empty container parks must be made via the VBS Stack Run In Request screen.
- 5.4 Container Availability
- Containers are not available for manifesting unless and until they are clear of all customs and shipping line holds. It is the responsibility of the Carrier to check the hold status of each container prior to arrival at the Terminal to ensure that holds have not been applied after the manifest was created. Where holds prevent the container from being picked up at the Terminal, a No Show Fee will be applied to that booking.

## 6 Arriving at the Terminal

- 6.1 Carriers are required to arrive in the allocated time zone of their booking. For example, a truck arriving for a 9:00 time zone should arrive between 09:00hrs and 09:59hrs. A small tolerance either side of that window may be permitted at the discretion of VICT.
- 6.2 Access to the Terminal granted to Carriers arriving outside of their booked time zone will be dependent on operational demands and will be at the sole discretion of VICT at the time of arrival.
- 6.3 Arrivals outside of the booked slot will be charged in accordance with the Off Slot Fee.
- 6.4 Carriers who do not successfully arrive for their booked time zone will incur a No Show Fee.
- 6.5 Please see the image below for a visual representation of how slot charges and penalties are applied.



- \* OFF SLOT CHARGE available only at Terminals discretion
- \*\* NO SHOW will be superseded by the OFF SLOT CHARGE if the truck is serviced
- \*\*\* SLOT FEE not applied if taken by another carrier

## 7 Terminal VBS Charges

### 7.1 Registration Fee

This annual fee will be charged on 1 July each year and included in the first weekly invoice to the Carrier in July. Access to the VBS may be withdrawn if the Registration Fee is not paid by the invoice payment due date. Please note that this fee is non-refundable.

### 7.2 Join Fee

Fee for signing up for the VICT VBS.

### 7.3 Re-join Fee

If a Carrier is disconnected from the VBS due to non-payment of fees then a VBS reconnection fee will be due from the Carrier prior to reconnection, together with the payment of all outstanding fees due to VICT.

### 7.4 Slot Fee

Slot fees apply to all bookings that arrive at the Terminal and to those slots that are listed less than 4 hours before the start of the time zone. If another carrier takes a listed slot, that slot fee will be charged to the last owner of that booking.

### 7.5 SMS

SMS fees are applied where the VBS user selects the SMS option to communicate booking information to a driver or other Carrier representative.

### 7.6 List Fee

List fees apply to bookings that are listed less than 2 hours before the start of the booked time zone.

## 7.7 No Show

Applied to bookings that fail to arrive at the Terminal before the end of the booked time zone. A Slot Fee will also be applied to any No Shows.

## 7.8 Off Slot Fee

- i. Applied to bookings arriving outside of the booked time zone where the Terminal is able to service the truck, without affecting servicing of on-slot arrivals
- ii. If a No Show booking is not rebooked to a later slot by the Carrier and the Terminal is able to service the truck without affecting the servicing of on-slot arrivals, the Terminal may offer the option to the driver to be serviced off slot. Where the service is offered and accepted by the driver, an Off Slot Fee will be applied instead of a No Show Fee.

## 7.9 ISO Update

- i. Applied to bookings where the declared equipment type on the PRA significantly differs from the container arriving at the Terminal.
- ii. Example where charge would apply: Container declared as 'High Cube' on PRA and is identified as 'Standard Height' on arrival at the Terminal.

## 7.10 Non Service

Applied to incomplete bookings after arrival at the Terminal where the Carrier is deemed responsible for the Terminal being unable to service the container on that booking. Examples of non-service are shown below:

- Truck not serviceable;
- Container not serviceable;
- Truck overweight/over height;
- Import not cleared by Customs;
- Driver leaves Terminal early.

## 7.11 Stack Run-In Slot (empty)

- i. Stack Runs organised through VICT to facilitate the mass receipt of empties into the Terminal will incur a Stack Run In Slot Fee, which will replace the standard Slot Fee.
- ii. Stack Run In Slot Fees will apply to each successful booking that is serviced as part of that stack run. A minimum 60 containers per run is required to qualify for a stack run in.

## 7.12 VGM Weighing Fee

If the Shipper declares WAT (Weigh At Terminal) on the PRA, VICT will charge a VGM Weighing Fee for measuring and adding the VGM after weighing the container.

## 7.13 VGM Weight Discrepancy Fee

Where VICT detects a difference of greater than 500kg recorded between the weight measured on arrival and the declared VGM weight on the PRA from the shipper, VICT reserve the right to charge an additional fee for updating the VGM. Please note that mis-declaration is an offence according to the national legislation covering VGM issued by AMSA.

## 7.14 Export Turn Fee

Applied to all 20' containers that are delivered to the Terminal with doors forward on the truck. Please see clause 3.6 for further details.

## 7.15 Export Reefer Turn Fee

Applied to all Reefer containers that are delivered to the Terminal with doors forward on the truck. This attracts a higher fee as these containers will need to be turned at the moment of arrival to ensure that the unit can be plugged in. Please see clause 3.6 for further details.

## 7.16 Import Turn Fee

Applied to all Import containers where the Carrier requests doors forward for collection. Please see clause 3.6(iv) for further details.

## 7.17 Infrastructure Surcharge

Applied to all standard import and export full containers, that are received and delivered by road.

## 7.18 Slot Direct Empty Return

This is the slot fee for those bookings where the container is a Direct Empty Return with PRA auto generated by the shipping line.

## 7.19 Details of the Fees

Details of the current fees may be found at <https://www.vict.com.au/#/terminaltariff>

## 8 General Carrier Obligations.

- 8.1 Abuse of any member of the VICT team is not acceptable and will not be tolerated. Any driver being abusive towards a VICT staff member will be asked to leave the Terminal and may be subject to a ban from the Terminal.
- 8.2 It is the responsibility of the Carrier to immediately report to VICT (prior to departure from the Terminal) any incident including:
- i. injury to themselves or another person;
  - ii. environmental spills or leaks from either truck or containers / cargo;
  - iii. damage to VICT infrastructure, property or equipment;
  - iv. damage incurred to the Carrier's property that has allegedly occurred on site; and
  - v. damage incurred to the cargo during any VICT activities or interaction.
- 8.3 It is the responsibility of the Carrier to ensure that drivers are aware of the requirements to enter the Terminal as covered in these terms and conditions and the VICT online induction.

## 9 Insurance and Risk

- 9.1 In addition to its legal requirements, as a minimum, the Carrier must maintain:
- i. third party general liability insurance for at least AUD\$10,000,000 (ten million Australian dollars), any one occurrence and aggregate;
  - ii. transit insurance (all risks) covering transit, loading and unloading of goods for the full reinstatement value; and
  - iii. workers' compensation and employer's liability insurance.
- 9.2 The Carrier must provide evidence of insurance on request from VICT.

## 10 Indemnities from Carrier

- 10.1 The Carrier must indemnify and hold harmless VICT, its employees and contractors and Related Entities of VICT from any Loss arising from or in connection with:
- i. a breach of the Agreement by the Carrier, its drivers, agents or contractors;
  - ii. the acts or omissions, negligence or misconduct of the Carrier or its employees, including its drivers, agents and contractors; and
  - iii. any damage to VICT's property where the damage is due to the fault of the Carrier, its employees, including its drivers, agents or contractors.

- 10.2 The Carrier's liability under this clause 10 will be proportionately reduced in respect of any Loss which directly results from any negligence or default of VICT.
- 10.3 The Carrier must pay VICT all reasonable costs and expenses due under this clause 10 within 14 days of issue of an invoice from VICT. A failure to pay the invoice within the specified timeframe may result in the Carrier and/or VBS access being suspended.

## 11 GST

- 11.1 Unless otherwise expressly stated, all rates, prices or other sums payable or consideration provided under or in accordance with this Agreement ("**Consideration**") are exclusive of GST.
- 11.2 If any GST is payable on any taxable supply made under or in accordance with this Agreement, the recipient of the supply must pay to the supplier of that supply ("**Supplier**") an amount equal to the GST payable on the supply ("**GST Amount**"), subject to receipt of a valid Tax Invoice for the supply, unless the Consideration is stated to be inclusive of GST.
- 11.3 The GST Amount is payable at the same time as the Consideration.
- 11.4 If an adjustment event arises in respect of a taxable supply the GST Amount will be recalculated and a payment will be made between the Parties as appropriate. The Supplier will issue an adjustment note to the recipient as soon as reasonably practicable after it becomes aware of the adjustment event.
- 11.5 Where a Party is required under this agreement to pay, reimburse or indemnify an expense, outgoing or loss ("**Loss**") of another Party, the amount to be paid or reimbursed by the first Party will be the sum of the Loss less any input tax credits in respect of the Loss to which the other Party is entitled.
- 11.6 Words and expressions in this clause that are not defined in this Agreement but which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning.

## 12 Interest on overdue payments

If the Carrier fails to pay any amount due to VICT within the specified time period, it must pay VICT interest on that amount at the Default Rate from the date the amount is due until the date the amount is paid in full.

## 13 Account keeping fees

VICT reserves the right to charge Carriers an account keeping fee of 1.5% on all outstanding balances owed by the Carrier to VICT, both before and after any judgement (as several obligations).

## 14 Chain of Responsibility

- 14.1 All Carriers must comply with all Chain of Responsibility Legislation and VICT reserves the right to deny entry to any Carrier not complying with this requirement. VICT may, at its discretion, require a Carrier to demonstrate compliance with Chain of Responsibility Legislation, including the Heavy Vehicle National Law and Regulations.
- 14.2 All Carriers must have and enforce appropriate Chain of Responsibility Practices.
- 14.3 All Carriers must ensure that its Chain of Responsibility Practices are prepared by persons with appropriate experience and qualifications and are based on adequate risk assessments.
- 14.4 It is the responsibility of each Carrier to ensure that its drivers and other relevant workers are appropriately trained in the Carrier's Chain of Responsibility Practices and VICT's Chain of Responsibility Practices when visiting the Terminal.
- 14.5 The Carrier must:
- i. comply with VICT's Chain of Responsibility Practices at all times while at the Terminal, including when entering and exiting the Terminal;
  - ii. comply with reasonable requests from VICT;
  - iii. comply with the Carrier's Chain of Responsibility Practices;



- iv. review compliance with Chain of Responsibility Legislation by its operators and drivers; and
- v. provide the most recent version of its Chain of Responsibility Practices to VICT on request.

## 14.6 Mass and Dimensions

- i. It is the responsibility of the Carrier to ensure that individual axle group weights, gross mass and dimensions of the trucks comply with all relevant legislation.
- ii. The Carrier must provide VICT with accurate weights and dimensions for its cargo. VICT relies on weight and dimension information provided by shipping lines, Carriers and other parties in the supply chain being true and correct and as such, cannot be responsible for any inaccuracies in any such information.

## 14.7 Fatigue management

- i. It is the responsibility of the Carriers to ensure that its drivers do not exceed the maximum regulated hours for driving and working and ensure compliance with relevant Chain of Responsibility Legislation and Health and Safety Legislation.
- ii. The Terminal will assist the Carriers by providing notice of any delays via the VBS.
- iii. All Carriers are primarily responsible for its drivers and monitoring the working hours. A Carrier must change drivers who have reached their maximum number of driving and/or working hours. If there is not an alternative driver available, the Carrier must cancel the booking and withdraw the vehicle from the Terminal.
- iv. The Carrier acknowledges that the amenities provided at the Terminal (toilets and truck holding area) are facilities provided by VICT for the drivers to utilise, however, the holding bay is not to be used to facilitate 'rest' breaks. Designated rest breaks must be undertaken at offsite facilities.

## 15 Security

### 15.1 Obligation to report suspicious activity or behaviour

Under the requirements of the Maritime Transport and Offshore Security Act, 2003 (MTOFSA) all MIPs, including truck drivers, must report any sighted suspicious activity or behaviour to VICT. In the first instance a report may be made directly to VICT's security staff or, failing that, to any VICT employee. It is incumbent on all MIPs to report suspicious activity on a timely basis with as much factual detail as possible.

### 15.2 Prohibited items

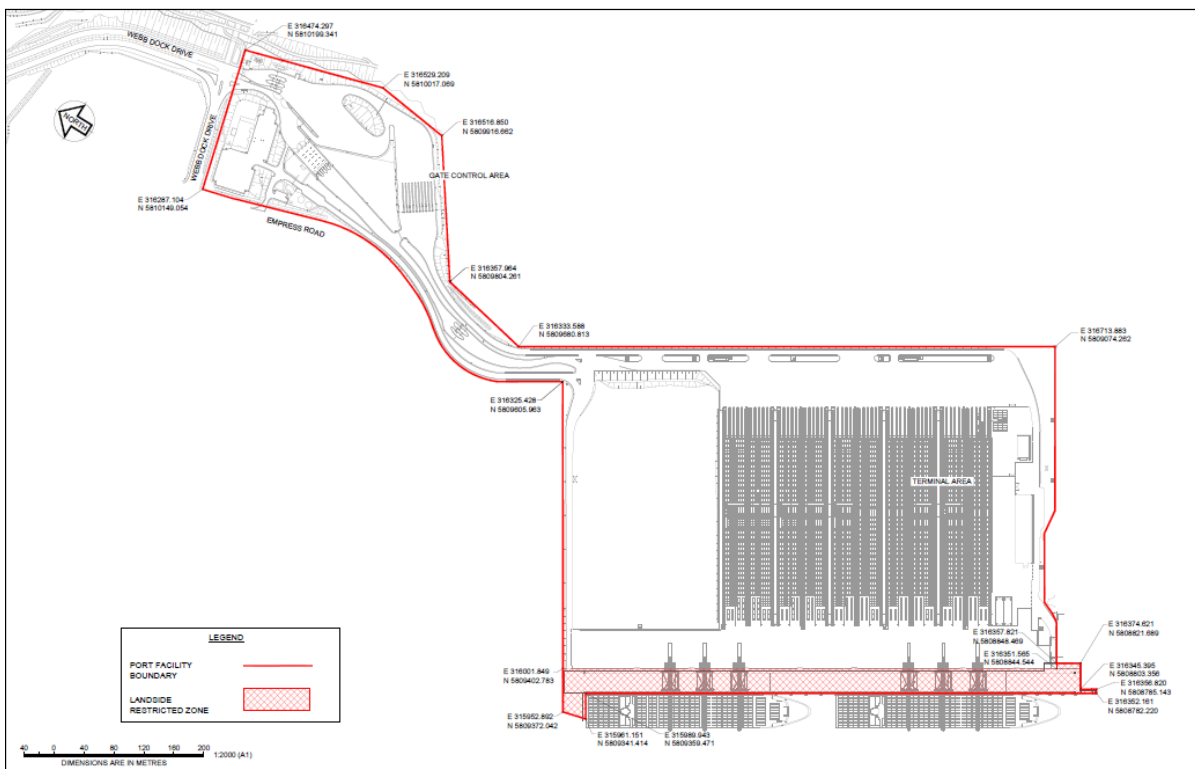
The following items may NOT be brought into the Terminal:

- weapons;
- incendiary devices;
- drugs;
- alcohol; and
- cameras.

Fines may apply under MTOFSA regulations for any breaches.

## 15.3 Maritime Security Zone

Under its Maritime Security Plan, VICT will establish a Landside Restricted Zone, within its existing security boundary. Entry into the Landside Restricted Zone will be subject to strict controls, including MSIC requirements. The scope of the Landside Restricted Zone is illustrated in the below map.



## 16 Dangerous Items

- 16.1 Export of hazardous containers must be logged in the Dangerous Goods Hub before they can be booked in VBS. See [www.dghub.com.au](http://www.dghub.com.au)
- 16.2 Export Hazardous containers must display hazardous placards consistent with hazardous information provided in the PRA. Failure to comply with this will result in the truck being rejected from the Terminal.

## 17 Compliance with laws, good industry practice and health and safety

- 17.1 The Carrier represents and warrants that it and its staff will comply with all applicable laws and Good Industry Practice, including Chain of Responsibility Practices.
- 17.2 At the Carrier's own cost, the Carrier will, and will ensure that its staff will, comply with:
  - i. all laws applicable to the delivery of the Goods and/or the performance of the Services;
  - ii. the VICT's policies and processes, including its drug and alcohol policy; and
  - iii. all health, safety and environmental directions issued by or on behalf of VICT in accordance with the VICT induction and VICT Health, Safety and Environmental Plan.

- 17.3 At the Carrier's own cost, the Carrier will, and will ensure that its staff, will:
- i. ensure that it provides a safe working environment for all persons engaged in performing the Carrier's obligations under the Agreement;
  - ii. satisfy all safety requirements, procedures and training before entering the Terminal, including providing adequate PPE to be compliant with VICT requirements;
  - iii. comply with all applicable laws and Good Industry Practices in relation to accessing the Terminal, including those relating to:
    - a. operating vehicles and machinery at the Terminal;
    - b. working with hazardous and dangerous materials and performing hazardous work;
    - c. loading and unloading of Goods; and
    - d. Chain of Responsibility Practices.
- 17.4 The Carrier will maintain detailed records of its compliance with this clause 17, including management plans, driver schedules and logs.
- 17.5 The Carrier is responsible to ensure the drivers adhere to the VICT traffic management requirements including:
- i. adhering to the VICT traffic controls including signage, line-marking, lights and boom gates;
  - ii. drivers are to remain in the cabin of the truck unless they are in a designated pedestrian area in the following areas:
    - a. Gate control Area – truck holding area
    - b. ASC - Land Side Interchange Zone - truck lanes and kiosks
    - c. Within the wharf apron for direct cargo transfer from the STS
    - d. 'Out of Gauge' cargo transfer area
  - iii. drivers must not park their truck over driveways, intersections and turning bays;
  - iv. drivers must remain within the confines of the roads and curbing; vehicles are not permitted on gardens or rock landscaped areas; and
  - v. in the event of an emergency, drivers are to remain in their trucks and remain stationary, awaiting instruction from VICT. Vehicles requested to leave site, in the event of an emergency, will be conducted in a controlled manner under the guidance of VICT. It is essential that emergency service vehicles have clear access to the required location within the Terminal.
- 17.6 The Carrier is responsible to ensure all drivers accessing the Terminal adhere to the VICT Pedestrian Safety requirements as outlined in the induction, including this clause 17. Drivers exiting the vehicle are required to be compliant with the PPE requirements for the area they are working:
- i. truck holding area and ASC Land Side Interchange Zone – drivers are required to wear a high visibility vest, safety boots, long sleeves;
  - ii. drivers requiring assistance must remain in the designated pedestrian safe zone area and utilise the kiosk or phone to call the supervisor for assistance;
  - iii. drivers are not to walk through the Terminal to access other trucks, or look for their cargo / containers;
  - iv. at no time is a driver permitted into an ASC laneway, wharf apron, ASC or ACC area or Maintenance compound, without additional site inductions and authorisation from VICT management, isolation and approvals completed; and
  - v. drivers required to access the wharf apron to collect or deliver cargo under a direct move to truck must be compliant with the following PPE:
    - a. day/night compliant high visibility vest;
    - b. helmet
    - c. steel cap safety boots
    - d. long sleeves
    - e. long pants
    - f. safety glasses
    - g. gloves for manual tasks if required.

## **18 Anti-Bribery**

The Carrier warrants that it will comply with all applicable laws, including, the provisions of the Foreign Corrupt Practices Act 1977, as amended, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted by the Negotiating Conference of the Organisation for Economic Co-operation and Development on 21 November 1997, the U.K. Bribery Act 2010, section 70 Criminal Code Act 1995 (Cth) and any other applicable anti-bribery or anti-corruption laws, rules or regulations.

## **19 Force Majeure**

Where a party is affected by an Event of Force Majeure, its obligations to perform under this Agreement (other than the obligation to pay any outstanding invoices) are suspended for the duration of the delay.

## **20 Recovery of Expenses**

VICT reserves the right to charge the Carrier, and the Carrier will pay on demand, all costs or expenses incurred by VICT in preparing any agreements, guarantees, securities or other documents necessary to evidence or secure credit to the Carrier as well as all costs of enforcement which VICT may incur.

## **21 Confidentiality**

The Carrier must keep confidential the terms of this Agreement and any information relating to the negotiation of this Agreement.

## **22 Assignment**

The Carrier must not assign or otherwise deal with its interest in the Agreement without VICT's prior written consent.

## **23 Severability**

If any or all of any provision of the Agreement is illegal or unenforceable, it may be severed from the Agreement and the remainder of the Agreement continues in force, unless the severance means that the Agreement no longer substantially gives effect to the parties' intentions as evidenced by the Agreement immediately before severance.

## **24 Waiver**

A waiver of any provision of or a right under the Agreement must be in writing signed by the party entitled to the benefit of that provision or right.

## **25 Variations**

Any variations to the Agreement must be made in writing and signed by both VICT and Carrier.

## **26 Governing law**

The Agreement will be governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of all matters arising out of, or in connection to, this Agreement.

## **27 Terminal Contact Details**

VICT VBS Team: [support@vict.com.au](mailto:support@vict.com.au) Tel: 03 8547 9744

Special Cargo Manager: [cargo@vict.com.au](mailto:cargo@vict.com.au) Tel: 03 8547 9700

Special Service Request: [support@vict.com.au](mailto:support@vict.com.au) Tel: 03 8547 9700

Claims: [damage@vict.com.au](mailto:damage@vict.com.au) Tel: 03 8547 9700