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INDUSTRY NOTICE – AAT Application of Lay Up Charges

Applicable of Lay Up Charges and Affected Parties cancelation cost associated with berthing in the event a vessel operator fails to vacate AAT berths on request by AAT.

Applicable to all vessel operations carried out at AAT Berths, Fisherman Island, Port Kembla and Appleton Dock (Terminals)

Failure of vessels to vacate Berths upon AAT request

Background

AAT is responsible for the allocation of vessels to Berths at its Terminals, with the objective to achieve efficient use of the berths to meet the needs of existing and future users, subject to the payment of Tariff Charges as outlined in AAT Tariff Schedules, which it sets from time to time and available on AAT web site.

AAT may issue reasonable directions to Vessel Operators and their agents from time to time in relation to the use of and access to the berths and its Terminals.

As the failure to comply with such reasonable directions, including the failure to vacate an allocated Berth may cause commercial loss and damage to both AAT and other Vessel Operators, AAT has therefore resolved to amend its Tariff Charges and to impose Vessel Layup Charges and seek Cancellation Cost recovery on behalf of affected vessel operators who have booked services and forced to cancel those services (as defined below) because the other vessel has not vacated the berth as requested by AAT.

Amendment to Tariff Schedule

AAT has recently published its Tariff Schedule effective 1 July 2019 (Tariff Schedule) which is to be subject to amendment for clarification as follows:

Schedule 4 Failure to depart Berth (Charged to Shipping Line)

In the event that a vessel fails to depart a Berth within the required time notified by AAT, in circumstances where:

- the vessel does not have authority to discharge its cargo and is subject to DAWR vessel inspection or directed by DAWR for further treatment; or
- the contracted stevedore is unable to supply sufficient labour to work the vessel efficiently, as agreed in the pre planning meeting, whilst alongside the Berth; or
- any relevant licences and permits have not been obtained; or
- the vessel is subject to a notice of deficiency or detention from the AMSA or any order or legal action detaining it; or
- the weather forecast indicates weather conditions that are not conducive to the loading and/or discharge of sensitive cargoes (operational safety or cargo care); or
- the cargo is stowed in a manner that is not conducive to allow the vessel to be worked safely and efficiently; or
- the vessel is unable to discharge cargo; or
- the vessel is directed by the Harbour Master to depart a Berth, including for operational, safety or security reasons,

the following charges shall be payable:

1. The Vessel Lay Up fee per calendar day or part thereof from arrival to departure of the vessel including working time as per the published tariff; and
2. Any commercial claim made upon AAT by an affected Vessel Operator who cannot berth as allocated for Cancellation Cost, limited to the direct costs of cancelled stevedoring labour, pilot, tugs and linesman incurred as a result of the refusal to vacate the berth, will be passed on for reimbursement/payment; and
3. Any interest for late payment shall be payable in accordance with AAT's Standard Conditions of Contract.

Important Notes:

Subject to AAT's Standard Conditions of Contract; copies available from our website, www.aaterminals.com.au

Shipowners, charterers and agents who own, operate or control vessels berthing at AAT's Terminal agree as follows:

- they have read and agree to be bound by the Use Arrangements;
- their failure to comply with the Use Arrangements (including the failure to depart a Berth as noted above) may cause loss and damage, whether direct or indirect to AAT and to other Terminal users for which they shall be responsible and for which they shall indemnify AAT against liability for;
- without limiting any other obligations in the Use Arrangements, they will operate in accordance with all relevant laws, including applicable occupational, health and safety standards and undertake a risk assessment in respect to the Terminal and any operations to be performed by them or on their behalf at the Terminal;
- AAT reserves the right to reject any Cancellation Cost claims and will not be held liable;

- they have obtained all relevant licences and permits to carry out their permitted use of the Terminal;
- they accept and will pay to AAT applicable User Charges as detailed in the AAT Tariff Schedule for the use of AAT's Terminal without any deduction or right of set-off according to the payment terms of invoices issued by AAT, which may include late payment interest and charges;
- failure to pay applicable User Charges may result in denial of future berthing access.

Regards



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Antony Perkins
Managing Director
Australian Amalgamated Terminals
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