

### **The terms and conditions on which Access Services are offered**

The full terms and conditions by which AAT provides Access Services to Licenced Stevedores are detailed in the AAT Stevedoring Licence Agreement (Clause 6).

AAT grants the stevedore a non-exclusive licence for the term, to access and use (but not occupy) the area during each access period for the purpose of carrying out stevedoring operations on the terms of this Agreement.

The stevedore has no right of occupation and no right of exclusive use of the area during the access period and AAT may at any time other than during stevedoring operations, exercise all of its rights in relation to the area including (without limitation) its rights to enter, use, possess and occupy the whole or any part of the area or authorise others to do the same.

AAT will permit other stevedores to access the facility and the area to conduct stevedoring operations on a non-exclusive basis in accordance with a stevedoring licence in a form substantially similar to this Agreement. The stevedore will not impede or interfere with the activities of other stevedores or users of the facility and will take reasonable steps to assist AAT in resolving any disputes with any person concerning access to and/or use of the facility.

### **AAT'S OBLIGATIONS**

AAT must during the access period and on the terms of this Agreement;

- a. permit the stevedore to use any available AAT mobile equipment and to bring onto the area during the access period such ancillary stevedoring equipment as is reasonably required by the stevedore to conduct stevedoring operations.
- b. ensure all AAT mobile equipment is safe, regularly maintained and fit for service.
- c. provide the stevedore (at no additional cost) with access to a carpark in the vicinity of the facility where personal vehicles of the employees, agents and invitees of the stevedore may be parked, provided that AAT shall have no responsibility whatsoever for any damage to the vehicles or loss of contents therefrom, howsoever caused.
- d. allocate to the stevedore sufficient yard slots in the stacking area for;
  - i. export cargo to be stacked and confirm with stevedore on closure of receipt for particular vessel yard allocation of all export cargo.
  - ii. stacking of import cargo. The stevedore to confirm with AAT yard allocation of all import cargo prior to commencement of delivery to the facility.
  - iii. lanes for priority scanning arrangements between PDI operators and the stevedore, subject to stacking area availability.
- e. (at its cost) provide the stevedore with access to the AAT operational cargo control computer systems for the receipt, delivery and management of all cargo stevedored through the facility. AAT shall manage the receipt and delivery of all cargo through the operational computer systems supplying the stevedore and relevant shipping company appropriate documentation confirming transfer of cargo, and manage the interface with Australian Customs and Border Protection Service and Department of Agriculture & Fisheries & Forestry – Biosecurity to ensure all ACBPS and DAFF - Biosecurity import/export documentary requirements are met based on information supplied by the Stevedore.
- f. provide the stevedore with a sublease or licence of office space, if so required by the stevedore.
- g. permit the stevedore to have non-exclusive access to and use of the amenities.
- h. (at its cost) provide machinery, clerical and yard operation services to enable the prompt receipt and delivery of cargo passing through the facility, including completion and distribution of all manifests, declarations and reports required by authorities and clients in connection with that cargo.