

## Port of Darwin Standard Terms and Conditions

### Summary of changes to current terms and conditions

The current terms and conditions (based on Darwin Port Corporation’s published terms and conditions but amended to remove areas of the Port of Darwin which were not included in the Port Package e.g. Stokes Hill Wharf) only applied to “common user” facilities. Therefore, changes have been made to the terms and conditions to extend them to cover the Standard Services proposed in the Darwin Port Access Policy.

Proposed Standard Terms and Conditions	Existing terms and conditions
<b>Clause 1 – Introduction and Scope</b> Amended to refer to Standard Services (as defined in clause 20) and clarify precedence of the Darwin Port Access Policy.	Clause 1.
<b>Clauses 2(a) to (c) and (e) – Request for use of the Facilities and Services</b> New clauses to document current practices at Darwin Port.	N/A
<b>Clause 2(d) – Use of the Facilities for Permitted Purpose</b>	Clause 2(b).
<b>Clause 3 – Access to Facilities and Services</b> Amended to reflect that Darwin Port is now a private sector entity and access is regulated under the Darwin Port Access Policy.	Clauses 2(a), 3(i), 3(j), 3(k), 15(a) and 15(b).
<b>Clause 4 – Payments to Darwin Port</b> New clauses to reflect that: <ul style="list-style-type: none"> <li>• Darwin Port is now a private sector entity and charges are regulated by the legislation; and</li> <li>• payment terms are now contained in Payment Terms and Conditions published on the Port website.</li> </ul>	Clause 3.
<b>Clause 5(a) – Obligations of Users</b>	Clauses 4(b), 4(c), 4(d), 4(e), 4(f), 4(g), 4(h) and 4(i).
<b>Clause 5(b) – Required certifications</b> New clause required because the terms and conditions now extend to include Pilotage Services and to document best practice at Darwin Port.	N/A
<b>Clause 6 – Use of Facilities and Services</b>	Clauses 5(a), (b) and 11.
<b>Clause 7 – Indemnity by Users</b>	Clauses 6(a), (b), (c), 16(d) and 17(b).
<b>Clause 8 – Notification of incidents and compliance with Laws and Port Requirements</b>	Clauses 8(c) and 8(g).
<b>Clause 9 – Insurance</b>	Clause 9.
<b>Clause 10 – Conduct of Users</b>	Clauses 7(b), 8(a), 10, 13 and 14.
<b>Clause 11 – Termination by Darwin Port</b>	Clause 16.
<b>Clause 12 – Force Majeure</b>	Clause 17.
<b>Clause 13 – Assignment</b>	Clauses 19(b) and (c).
<b>Clause 13(c) – Change of control of User</b> New clause reflecting requirement of Darwin Port as a private sector business that it give its consent to a change control of a User’s business.	N/A
<b>Clause 14 – Notices</b>	Clause 20.
<b>Clause 15 – Safety</b>	Clauses 8(a), 8(e), 8(f) and 12.
<b>Clause 16 – Pilotage Services</b> New clause required because pilotage services are Standard Services under the Darwin Port Access Policy. Pilotage terms have been drafted based on existing undocumented	N/A

Proposed Standard Terms and Conditions	Existing terms and conditions
practices of Darwin Port. Inclusion of the new clause will provide greater transparency to Users.	
<p><b>Clause 17 – General mooring</b>            New clause required because mooring facilities are Standard Services under the Darwin Port Access Policy.            General mooring terms were previously issued as a separate document on the back of mooring applications. The terms have been condensed and updated to reflect current practices.</p>	General mooring terms and conditions (published separately)
<b>Clause 18 – Trustee limitation of liability</b>	Clause 21.
<b>Clause 19 – General clauses</b>	Clause 22.
<b>Clauses 20 and 21 – Definitions and interpretation</b>	Clause 23.