

PORT OF DARWIN STANDARD SERVICES TERMS AND CONDITIONS

1 Introduction and scope of Terms and Conditions

- (a) These Terms and Conditions apply to the provision of Services and use of the Facilities which are Standard Services.
- (b) To the extent there are inconsistencies, the following terms will apply in the order of precedence below:
 - (i) first, the Access Policy;
 - (ii) second, the Port Requirements;
 - (iii) third, these Terms and Conditions; and
 - (iv) fourth, any agreements with the particular User other than these Terms and Conditions.

2 Request for use of the Facilities and the Services

- (a) A User may request Darwin Port to provide the Services and access the Facilities by submitting to Darwin Port, at least 48 hours prior to the earliest requested time for the provision of Services:
 - (i) an on-line application; or
 - (ii) a completed Notice of Arrival (or other form required by Darwin Port and published on the Website from time to time), together with all information required by Darwin Port, to the email address published on the Website from time to time.

It is the User's responsibility to ensure that the information provided to Darwin Port is complete and accurate and not misleading.

- (b) Darwin Port may accept or reject a Notice of Arrival in accordance with the Access Policy.
- (c) A User may submit a written request to Darwin Port to vary or withdraw a Notice of Arrival previously submitted by the User. Darwin Port may accept or reject a request to vary or withdraw a Notice of Arrival. If a Notice of Arrival is varied or withdrawn, the User will be liable for all Loss incurred by Darwin Port in connection with that Notice of Arrival.
- (d) Each User will only use the Facilities for the Permitted Use.
- (e) A User is not granted any exclusive use of the Facilities, and Darwin Port may allow access to the Facilities to any other person for any purpose, including without limitation, access by agents, staff, contractors and representatives of Darwin Port.
- (f) In the case of pilotage services only:
 - (i) Users may submit a Notice of Arrival or a request to vary or withdraw a Notice of Arrival without incurring any cancellation Fees, provided that the Minimum Notice is given.

- (ii) If a User has not provided the Minimum Notice under paragraph 2(f)(i) or the User's vessel is a 'no show', then the User must pay Darwin Port the applicable cancellation Fees.
- (iii) Darwin Port may impose a Fee where a Pilot is detained on board the User's vessel that is not ready to sail.

3 Access to the Facilities and Services provided by Darwin Port

- (a) Subject to this paragraph 3 and the User's compliance with these Terms and Conditions, Darwin Port will provide the Services and access to the Facilities as requested by the User.
- (b) Priority of provision of Services and access to Facilities to Users will be determined by Darwin Port in accordance with the Priority Principles.
- (c) Time is not of the essence in respect of access to the Facilities and the provision of the Services.
- (d) Users acknowledge and agree that Darwin Port may change the berthing order of vessels or access to the Facilities.
- (e) Darwin Port may, at the User's cost, conduct reasonable vessel inspections of new vessels to the Port of Darwin and to which these Terms and Conditions apply.
- (f) Darwin Port may change the Facilities to be used by a User by giving reasonable prior notice to that User and provided that Darwin Port makes an alternative facility available with substantially the same features (relevant to the Permitted Use) as the Facilities originally applied for by the User.

4 Payments to Darwin Port

- (a) Users will be charged, and will pay, for the provision of Services and the use of Facilities at the Fees fixed by Darwin Port in accordance with Part 10 of the *Ports Management Act 2015* (NT).
- (b) Users will make all payments to Darwin Port for the provision of Services and the use of the Facilities in accordance with the Payment Terms and Conditions.
- (c) Users will promptly pay Darwin Port the Fees invoiced by Darwin Port without any deduction or right of set-off.
- (d) Users will pay Darwin Port, or any relevant Utility Service provider, the charges for any Utility Services used by them at the Facilities at the rate applicable to use of those services from time to time.

5 Obligations of Users

- (a) Any damage caused or contributed to by the User to the Facilities or the Port of Darwin or surrounding areas will be repaired or remediated by Darwin Port at the expense of the User. The User must pay on demand any costs incurred under this paragraph 5(a) as a liquidated debt in accordance with the Payment Terms and Conditions. Without limitation, this paragraph 5(a) will apply to any damage to the environment in or around the Facilities or the Port of Darwin resulting from or relating to damage, contamination or pollution caused by a vessel or by any materials or liquids from a vessel.

- (b) Users must at all times when within the Port of Darwin, have current all:
 - (i) required international certifications applicable to their vessel(s); and
 - (ii) certifications for their vehicles and equipment as required by Law.
- (c) Users will promptly provide all information reasonably required by Darwin Port to enable the efficient and orderly use of the Facilities in co-ordination with other Users, including without limitation, any changes to the Time of Arrival or Time of Departure, and full details of any item or substance on a vessel or which will be handled at the Facilities of a hazardous, toxic or dangerous nature.
- (d) Users must, and must ensure that their staff, contractors, agents and representatives:
 - (i) use the Facilities in a manner which prevents damage (including any environmental damage, contamination or pollution) to the Facilities or the Port of Darwin;
 - (ii) keep and maintain the Facilities in good condition (having regard to the age of the Facilities and general condition) and leave them in a good, clean and operational condition after use; and
 - (iii) leave the Facilities clean of all rubbish and in the same condition as they were in prior to use.
- (e) No improvements can be constructed on, or made to, the Facilities by Users without the prior written consent of Darwin Port. If any improvements are permitted to be made to the Facilities by a User, the User must remove those improvements upon request by Darwin Port and make good all damage arising from the improvements or the removal of the improvements. If the User does not remove improvements or make good any damage referred to in this paragraph 5(e), Darwin Port may remove those improvements or repair that damage and the User will pay all costs incurred by Darwin Port in that regard as a liquidated debt in accordance with the Payment Terms and Conditions.
- (f) Users must not operate or leave equipment at the Facilities without obtaining a 'permit to occupy' from Darwin Port. If a User is permitted to, and leaves, equipment at the Facilities the equipment is left at the User's risk and the User releases Darwin Port from all Claims in connection with the equipment.

6 Use of Facilities and the Services

- (a) Darwin Port makes no representation or warranty, and to the fullest extent permitted by Law excludes any representation or warranty provided or implied by Law, regarding the Facilities and the Services.
- (b) Users access the Facilities and use the Services at their own risk. Subject to paragraph 6(c) and to the fullest extent permitted by Law, Darwin Port will not be liable to the User, and the User releases Darwin Port in relation to, all Claims that may be made against, and all Loss incurred by, the User at any time arising out of or in connection with, directly or indirectly, access to the Facilities or the provision of the Services to the User or in connection with these Terms and Conditions, including without limitation Loss:

- (i) to any property;
 - (ii) arising from, or in connection with, injury or damage done or suffered to any person including death, environmental damage, pollution or contamination or a failure to deliver, or delay in the provision or delivery of, access to the Facilities or the Services;
 - (iii) suffered by a User as a result of termination of access to the Facilities and provision of the Services by Darwin Port under paragraph 11;
 - (iv) as a result of any delay in provision of access to the Facilities and provision of the Services under paragraph 12; and
 - (v) arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a consent or approval under these Terms and Conditions.
- (c) Paragraph 6(b) does not apply to the extent that such Loss is directly caused by the gross negligence or willful misconduct of Darwin Port.
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7 Indemnity by Users

- (a) Subject to paragraph 7(b), each User indemnifies and will keep indemnified Darwin Port from and against all Claims that may be brought by any person against, and all Loss incurred by, Darwin Port, directly or indirectly, whether in contract, tort or otherwise, in relation to or arising from the use by the User of the Facilities or the provision of the Services to the User, or in connection with these Terms and Conditions.
 - (b) The indemnities in paragraphs 7(a) and 7(c) will not apply to the extent the relevant Claim or Loss is directly caused or contributed to by the gross negligence or willful misconduct of Darwin Port.
 - (c) The User acknowledges the existence of equipment at the Facilities which may not be owned by Darwin Port (including ship loaders and associated gantry equipment, shore cranes and associated equipment and cargo). Without limiting paragraph 7(a), each User indemnifies and will keep indemnified Darwin Port from and against all Claims that may be brought by any person against, and all Loss incurred by, Darwin Port, directly or indirectly, whether in contract, tort or otherwise, in relation to or arising from the equipment referred to in this paragraph 7(c), or resulting from any damage to or destruction of such equipment or any part of such equipment, caused or contributed to by the User or its staff, contractors, agents and representatives.
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8 Notification of incidents to Darwin Port

- (a) Users must report incidents in and about the Port of Darwin as soon as reasonably practicable in writing:
 - (i) of a notifiable nature - to Darwin Port and any other relevant Government Authority; and
 - (ii) all other incidents - to Darwin Port.
 - (b) Users must, in the event of emergency, accident or threat to security, notify the emergency services by dialing 000 and contacting Darwin Port. Users must provide Darwin Port and any emergency services with all access, assistance and information as either of them may lawfully and reasonably require.
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9 Insurance

- (a) Users must take out and continuously maintain the Insurances.

Each Insurance policy must be for any single event and taken out with a reputable insurer. Copies of the policies and any relevant documentation must be provided to Darwin Port upon request.

- (b) Users must not do, or allow anything to be done or omitted to be done, which might reasonably be expected to prejudice, increase the rate of, render void or voidable or conflict with any requirement of, the Insurances or insurance effected by or on behalf of Darwin Port.

10 Conduct of Users at the Port of Darwin

Users must, and must ensure that their staff, contractors, agents and representatives:

- (a) comply with all:
- (i) Laws and Port Requirements;
 - (ii) port notices, safe work procedures, policies, security arrangements, ancillary procedures and directions and conditions of entry to the Facilities, published on the Website from time to time; and
 - (iii) reasonable directions from Darwin Port and its agents, staff, contractors and representatives;
- (b) not obstruct or endanger any person at the Port of Darwin;
- (c) take all reasonable steps to prevent interference, nuisance, unreasonable noise and disturbance to any other person at the Port of Darwin; and
- (d) co-ordinate their activities in consultation with other Users.

11 Termination by Darwin Port

Without limiting any other rights of Darwin Port, Darwin Port may terminate or refuse to provide access to the Facilities and provision of the Services to a User if:

- (a) the User breaches these Terms and Conditions;
- (b) Darwin Port considers that an Event of Force Majeure is such that it will prevent Darwin Port from providing the Facilities or the Services to the User within the time period originally contemplated by the parties; or
- (c) the User has not arrived within, what Darwin Port considers to be, a reasonable time after the Time of Arrival.

12 Events of Force Majeure

If Darwin Port is prevented or delayed in providing use of the Facilities or the Services by an Event of Force Majeure then for so long as that situation continues, Darwin Port is excused from providing use of the Facilities and the Services to the extent that it is so prevented or delayed.

13 Assignment, novation and subcontracting

- (a) Darwin Port may subcontract any of its obligations under these Terms and Conditions.
- (b) Users must not assign or novate any rights or obligations under these Terms and Conditions without the prior written consent of Darwin Port, which may not be unreasonably withheld.
- (c) A User will be deemed to have assigned its rights or obligations under these Terms and Conditions if, without the prior written consent of Darwin Port, the ownership, management or control of the User, in the opinion of Darwin Port acting reasonably, materially changes.

14 Notices to Darwin Port

- (a) All notices and other communications to Darwin Port in relation to these Terms and Conditions must be in writing and sent to:

Address: Port Administration Building, Darwin Business Park,
Berrimah, N.T. 0828.

Mail Address: P.O. Box 390, Darwin N.T. 0801 Australia

Facsimile: +61 8 8922 0666

Email: darwinport@darwinport.com.au

or to such other address or persons specified on the Website from time to time.

- (b) Notices are deemed to be received by Darwin Port at the time when they are actually received by Darwin Port.

15 Safety, stevedores and other contractors

- (a) Users must, and must ensure that their staff, contractors, agents and representatives, maintain a safe environment at the Facilities at all times.
- (b) Users must ensure that their worksites at the Facilities are fit for purpose prior to undertaking any activities at the Facilities, including without limitation undertaking appropriate and adequate risk assessments and preparing an appropriate safety plan having regard to the Permitted Use and foreseeable risks ("**Safety Plan**"). A Safety Plan must include a consideration of, and risk mitigation strategies in respect of:
 - (i) mooring and letting go of vessels;
 - (ii) stevedoring operations;
 - (iii) receiving and delivery of cargo;
 - (iv) appropriate numbers of suitably qualified and competent personnel to perform the activities intended to be carried out at the Facilities;
 - (v) site access and management of that access (including for contractors, invitees and agents);
 - (vi) stores to vessels; and
 - (vii) evacuation plans.
- (c) Users must, on request, provide their Safety Plan to Darwin Port.

- (d) Users must ensure that all stevedores and other contractors which they engage and who use the Facilities:
 - (i) are reputable;
 - (ii) have sufficiently experienced personnel to properly undertake their duties at the Facilities; and
 - (iii) operate under the conditions of all applicable permits issued in relation to the User at the Port of Darwin and management plans relevant to their operations.

16 Pilotage services

This paragraph 16 applies where the Services provided, or to be provided, are pilotage services.

- (a) Users may not bring any Claim against a Pilot involved in the provision of Services, whether in tort, contract or otherwise.
- (b) Users are responsible for the safety and well-being of their Pilot during the provision of the Services.
- (c) Users must ensure that their Pilot is provided with safe access to their vessel and a safe operating environment while on their vessel. Without limiting this paragraph, Users must ensure that any equipment used by their Pilot in the provision of the Services is protected from all Losses.
- (d) Prior to a Pilot boarding a vessel, the User must provide to Darwin Port:
 - (i) complete and accurate information about the vessel requirements, its sailing condition, access, safety procedures or any other matters that may reasonably be expected to effect the provision of the Services; and
 - (ii) details of any vessel policy the User requires the Pilot to comply with, which compliance is subject to Darwin Port's prior approval.

17 General mooring

This paragraph 17 applies where the Services provided, or to be provided, are general mooring services.

- (a) Users must ensure that their vessel(s):
 - (i) is moored, berthed and maneuvered in accordance with instructions from Darwin Port and all Port Requirements;
 - (ii) is moored stern in, unless it is safe to moor the vessel in another fashion;
 - (iii) is moored to the correct wharf or buoy allocated to the User and in the correct manner to avoid any damage to the mooring and other vessels;
 - (iv) has appropriate deck fittings and mooring lines to moor the vessel and they are of a type and strength approved by the Regional Harbourmaster and maintained to a standard satisfactory to the Regional Harbourmaster.

- (b) Users must keep their mooring and the berths, walkways and common user areas orderly, clean, clear and accessible at all times and free of equipment or other property. Dinghies are not permitted to be stored in the water.
- (c) Major repairs to vessels are permitted only with the prior consent of Darwin Port.
- (d) Charges for mooring Services are payable in advance, unless otherwise agreed by Darwin Port.
- (e) Each User acknowledges that:
 - (i) Darwin Port has a lien on its vessel, including any fittings and all property situated in or relevant to that vessel, in respect of which a Fee, rate, due or charge or rental for the Services, the Utility Services, the use of the Facilities or storage is due and payable (the "**Lien**");
 - (ii) the Lien granted to Darwin Port takes priority over all other liens of that User, other than any liens mandatorily preferred by law;
 - (iii) if it fails to pay an amount payable by it which is secured by the Lien, the Lien is immediately enforceable without the need for any demand or notice to be given to the User by Darwin Port;
 - (iv) after the Lien has become enforceable, it must take all action required by Darwin Port, a receiver or Darwin Port's agent or attorney to recover the amount owing to Darwin Port, including executing any transfer and assignment in respect of a vessel;
 - (v) in enforcement proceedings taken by Darwin Port, a written statement produced by a representative of Darwin Port as to amounts owing to Darwin Port is sufficient evidence against it, unless it can prove it is wrong;
 - (vi) Darwin Port may register a PPSA Security in respect of its interest relating to the User's vessel, fittings and contents;
 - (vii) the parties contract out of each provision of the PPSA which section 115 permits (other than sections 117, 118, 123, 126, 128, 129, 134 and 135 and any other provision of the PPSA notified by Darwin Port to the User);
 - (viii) in respect of any security interest or deemed security interest relevant to the Terms and Conditions, the User waives its right to receive:
 - (A) each notice which section 157 of the PPSA permits to be waived and, to the extent capable of being waived, notice under any other provision of the PPSA; and
 - (B) anything from Darwin Port as secured party under section 275 of the PPSA and agrees not to make any request of Darwin Port as a secured party under that section;
- (f) The User must not sell, transfer or part with possession of the vessel to which these Terms and Conditions applies without the prior written consent of Darwin Port. Darwin Port may impose, as a condition of its written consent, that the transferee of the vessel apply to Darwin Port for

the provision of general mooring services to the transferee.

- (g) Notwithstanding anything to the contrary, nothing in this paragraph 17 confers any rights on a User as a tenant and the parties are not in a landlord/tenant relationship.

18 Limitation of liability

- (a) Darwin Port is a party to these Terms and Conditions in its capacity only as trustee for the Trust.
- (b) A liability arising under or in connection with these Terms and Conditions is limited to and can be enforced against Darwin Port only to the extent to which it can be satisfied out of the property of the Trust out of which Darwin Port is actually indemnified for the liability.
- (c) No person will be entitled to:
 - (i) Claim from or commence proceedings against Darwin Port in respect of any liability under these Terms and Conditions in any capacity other than as trustee for the Trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to any property of Darwin Port, or prove in any liquidation, administration or arrangement of or affecting Darwin Port, except in relation to the property of the Trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under these Terms and Conditions against Darwin Port in any capacity other than as trustee of the Trust.
- (d) The limitations of liability and restrictions in paragraph 18 will not apply in respect of any obligation or liability of Darwin Port to the extent that it is not satisfied because under the agreement governing the Trust or by operation of Law there is a reduction in the extent of the indemnification of Darwin Port out of the assets of the Trust as a result of fraud, negligence or breach of trust of Darwin Port or Darwin Port waiving or agreeing to amend the rights of indemnification it would otherwise have out of the assets of the Trust.
- (e) The limitation of liability in paragraph 18 applies despite any other provision in these Terms and Conditions.

19 General

- (a) If a person is bound by these Terms and Conditions as agent, attorney or representative for the User (the Agent) they are not themselves the User, and they are not liable to carry out the obligations of the User under these Terms and Conditions. An Agent does however warrant to Darwin Port at all times that it has full authority to bind the User to these Terms and Conditions.
- (b) These Terms and Conditions constitute the entire agreement between the parties relating to the subject matter of these Terms and Conditions.
- (c) These Terms and Conditions are governed by and will be construed in accordance with the Laws of the Northern Territory. They are deemed to have been entered into in Darwin, Northern Territory. Any action relating to these Terms and Conditions may be instituted and heard in a court of competent jurisdiction in the Northern Territory, and each party

irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action and irrevocably waives any objection to having such action brought in such court, or to Claim that the action has been brought in an inconvenient forum.

- (d) A variation or waiver of any provision of these Terms and Conditions will be of no effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it.
- (e) Where the User may be constituted by more than one party, the failure by one or more of those parties to perform these Terms and Conditions does not relieve any of the other parties who constitute the User of any of their obligations, and those other parties will be bound by these Terms and Conditions.
- (f) Any provision of these Terms and Conditions which is void, illegal or otherwise unenforceable, will be severed to the extent permitted by law without affecting any other provision and, if reasonably practicable, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.
- (g) If the doing of any act, matter or thing under these Terms and Conditions is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless express provision to the contrary has been made.
- (h) These Terms and Conditions are governed by the law of the Northern Territory and the User submits to the jurisdiction of courts exercising jurisdiction there.

20 Definitions and Interpretation

The following definitions apply unless the context requires otherwise:

Access Policy means the access policy of Darwin Port Operations Pty Limited as trustee for the Darwin Port Manager Trust that is published on the Website from time to time.

Darwin Port means:

- (a) in the case of pilotage services—Darwin Port Pilotage Pty Ltd as trustee for the Darwin Port Pilotage Trust ABN 98 744 318 229 and its associated entities; and
- (b) otherwise—Darwin Port Operations Pty Limited as trustee for the Darwin Port Manager Trust ABN 60 269 541 845 and its associated entities.

Claim means any claim, demand, action, suit or proceeding, whether under contract, tort or otherwise.

Event of Force Majeure means an event or circumstance beyond the reasonable control of Darwin Port, including without limitation:

- (a) war (declared or undeclared), civil commotion, military action, act of sabotage or vandalism;
- (b) an act or potential or threatened act of terrorism which could impact in any way on the Facilities or the Port of Darwin;

- (c) a strike, lockout, blockade, picketing action or industrial action, dispute or disturbance of any kind;
- (d) an act or omission of a Government Authority, including any change of Law;
- (e) an act of god;
- (f) storm, tempest, fire, flood, earthquake or other natural calamity;
- (g) breakdown or failure of any plant, services, machinery or equipment, or unavailability of essential goods, supplies or services; or
- (h) any event resulting in an inability to allow use, or resulting in an interruption or delay in permitting use of, the Facilities or the Port of Darwin.

Facilities means the facilities required to provide a Service.

Fees means the fees and charges applicable to access to the Facilities and (if applicable) use of the Services stated in Darwin Port's Schedule of Port Charges, as published on the Website from time to time.

Government Authority means the Crown, a Minister, a government or government department, authority constituted for a public purpose, a local authority, a court and any officer, employee or agent of those entities.

Insurances means the insurances that Darwin Port requires Users to take out and continuously maintain while they, their vessel(s), their staff, contractors, agents and representatives or their equipment are within the Port of Darwin, which are published on the Website from time to time.

Laws means applicable international laws and requirements, statutes, regulations, requirements, by-laws, policies and ordinances of Government Authorities and principles of law or equity established by decisions of Australian Courts.

Loss means any damage, loss (including special, indirect or consequential loss, or loss of profits), liability, compensation, cost, charge, expense or other obligation whether arising under contract, tort or otherwise, and whether arising directly or indirectly.

Minimum Notice means:

- (a) in respect of inbound vessels, by 1500 hours (Australian Central Standard Time) on the day prior to the Time of Arrival nominated in the Notice of Arrival; or
- (b) in respect of outbound vessels, at least 2 hours notice prior to the Time of Departure.

or such other minimum notice published on the Website from time to time.

Notice of Arrival means a notice of arrival form available on the Website.

Payment Terms and Conditions means the payment terms and conditions published from time to time on the Website.

Permitted Use means the purpose of using the Facilities and (if applicable) the Services specified by a User in their Notice of Arrival.

Pilot means the licensed pilot providing the pilotage services.

Port of Darwin means the port of Darwin as defined from time to time by the Laws of the Northern Territory.

Port Requirements means the policies, rules, regulations and notices relating to the use of the Facilities or the Port of Darwin, enacted or published from time to time by any Government Authority, Darwin Port (including on the Website) or any other entity with control or authority in relation to all or any part of the Facilities or the Port of Darwin, including directions, requirements and standards published by the Regional Harbourmaster and the Darwin Port Induction System (DPIS).

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security means a security interest or deemed security interest within the meaning of the PPSA.

Priority Principles has the same meaning in the Access Policy and includes the Berthing Scheduling Principles and Pilotage Scheduling Principles in clauses 5.8 and 5.9 of the Access Policy.

Regional Harbourmaster means the regional harbourmaster appointed for the Port of Darwin from time to time.

Services means:

- (a) the provision of access by vessels to the shipping channels and waters of the Port of Darwin;
- (b) the provision of access for vessels to berth at:
 - (i) East Arm Wharf - Berths 1 to 4; and
 - (ii) Fort Hill Wharf - East Berth and West Berth;
- (c) the provision of access to moorings within the Port of Darwin owned or leased by the Darwin Port but excluding:
 - (i) tug moorings and tug pens; and
 - (ii) moorings on or from pontoons;
- (d) the provision of access to mobile or moveable loading or unloading equipment owned or operated by the Darwin Port but excluding:
 - (i) the rail mounted dry bulk ship loader on East Arm Wharf Berth 2; and
 - (ii) the train unloading facility, dumping facility, stockpile areas, dump station, conveyor systems and related equipment and facilities;
- (e) the provision of access to ablution facilities owned or leased by the Darwin Port.
- (f) the provision of access by persons or vehicles to land within the Port of Darwin on which Facilities are located where access is reasonably necessary in connection with the provision of access to paragraphs (a) to (e) above; and
- (g) the provision of pilotage services within the Port of Darwin.

Time of Arrival or **Time of Departure** means the date and time of arrival or departure (as applicable) specified by the User in a Notice of Arrival.

Terms and Conditions means these standard services terms and conditions (but excluding the Schedule).

Trust means:

- (a) in the case of pilotage services—the Darwin Port Pilotage Trust ABN 98 744 318 229; and
- (b) otherwise—the Darwin Port Manager Trust ABN 60 269 541 845.

User means each user of the Facilities and (if applicable) the Services.

Utility Services means any utility services provided at the Facilities including water, electricity, gas, telephone or computer connections.

Website means www.darwinport.com.au

21 Interpretation

The following rules apply unless the context requires otherwise:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to an agreement or document (including, without limitation, a reference to these Terms and Conditions) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by these Terms and Conditions or that other agreement or document.
- (f) A reference to a party to these Terms and Conditions or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (h) A reference to dollars and \$ is to Australian currency.
- (i) The meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.
- (j) Nothing in these Terms and Conditions is to be interpreted against a party solely on the ground that the party put forward these Terms and Conditions or any part of them.