

Schedule 1

[By-law 46 (3)]

Evaporites (Lake MacLeod) (Cape Cuvier Berth) By-laws 1991

GUARANTEE

To (name of the Company)

CAPE CUVIER, WESTERN AUSTRALIA

In consideration of the provision of certain services and facilities by you at my request, I (name of master, owner or agent of vessel) hereby guarantee and warrant to you that all dues charged or payable or which may in the future become chargeable or payable under the above by-laws in respect of or in connection with the vessel (insert name of vessel) will be paid within 14 days after the departure of that vessel from the jetty and berth area and I undertake and agree to pay to you forthwith upon the expiration of that period of 14 days the amount of any such dues which have not been paid before that departure. I shall not be discharged or released from this guarantee by any arrangement made between you and the master*, owner* or agent* of that vessel (either with or without my assent) or by any obligation to pay those dues or by any forbearance whether in relation to payment, time, performance or otherwise.

IN WITNESS whereof I, the Master*/Owner*/Agent* of the abovementioned vessel, have set my hand and seal this day of 19 . . .

Signed, sealed and delivered by)

the said

in the presence of —

.

(Name and address of witness)



(Seal)

*Delete if inapplicable.

Schedule 2

[By-law 48 (1), (3) & (4)]

Part 1

TONNAGE CHARGES — BERTH DUES

The tonnage charge payable in respect of a vessel shall be \$0.008 for each tonne of the tonnage of the vessel for each 4 hours or part thereof during which the vessel occupies a berth, the minimum charge for each occupancy of a berth being a charge for 12 hours.

Part 2

TONNAGE CHARGES — BERTH CAPITALIZATION DUES

The tonnage charge payable in respect of a vessel shall be \$0.012 for each deadweight tonne of the registered summer deadweight of the vessel for each entry in the jetty and berth area, the minimum charge for each such entry being \$600.

Part 3

CHARGES — CERTAIN BOATS

The charge for entry into or operation within the jetty and berth area by tugs, lighters, barges, lines launches and licensed launches shall be \$300 paid annually in advance.

Schedule 3

[By-law 52 (1) and (4)]

TOWAGE CHARGES

1. The charge payable for the services of each tug required for the berthing or unberthing of a vessel shall be —

| <u>DWT. OF VESSEL</u> | <u>IN AND OUT</u> |
|-----------------------|-------------------|
| | \$ |
| 0 — 20 000 | 3 950 |
| 20 001 — 30 000 | 4 700 |
| 30 001 — 35 000 | 5 400 |
| 35 001 — 40 000 | 6 250 |
| 40 001 — 45 000 | 7 000 |
| 45 001 — 50 000 | 7 800 |
| 50 001 — 55 000 | 8 600 |
| 55 001 — 60 000 | 9 350 |
| 60 001 — 65 000 | 10 150 |
| 65 001 — 70 000 | 10 900 |
| 70 001 — 75 000 | 11 700 |
| 75 001 — 80 000 | 12 500 |
| 80 001 — 85 000 | 13 250 |
| 85 001 — 90 000 | 14 050 |
| 90 001 — 100 000 | 15 600 |
| 100 001 — 110 000 | 17 150 |

2. The charge payable for the services of each tug required to stand by or to assist in shifting a vessel shall be \$600 for each hour for which those services are required.
3. The charge payable for the services of each tug required for any purpose, other than the purposes referred to in clauses 1 and 2, shall be \$600 for each hour, or part thereof, for which those services are required, with a minimum charge of 2 hours being applicable for each request.
4. If a request for the services of a tug is made, but cancelled before those services are provided, a cancellation charge equal to 50% of the charge payable for those services shall be payable.

Schedule 4

[By-law 52 (2)]

APPLICATION FOR TOWAGE

I*/We* hereby apply for the services of the tug(s) (name(s)
of tug(s)) for the purpose of berthing and unberthing*/standby*/shifting*/
assisting*/other purpose*(description
of other purpose) the vessel (name of vessel) on 19 ...at

..... a.m.*

..... p.m.*

If this application is accepted by the Company, I*/we* agree to pay the charges
therefor in accordance with the *Evaporites Lake MacLeod (Cape Cuvier Berth)*
By-laws 1990 and to be bound by all the conditions with regard to towage
contained in those by-laws. Any agent signing this application warrants that he
has been authorized by the master and by the owner of the vessel to do so.

MASTER*/OWNER*/AGENT* OF
..... (NAME OF VESSEL).

*Delete if inapplicable.

Schedule 5

[By-laws 52 (3) and 57 (4)]

Evaporites (Lake MacLeod) (Cape Cuvier Berth) By-laws 1991

CONDITIONS OF TOWAGE

1. For the purposes of these conditions —
 - (a) **“hirer”** means the master, owner or agent of a vessel requiring towage services from the Company; and
 - (b) the phrase **“whilst towing”** means the period commencing when the tug is in a position to receive orders directly from the vessel of the hirer to pick up ropes or lines or when the tow rope has been passed to or by the tug, whichever is the sooner, and ending when the final orders from that vessel to cast off ropes or lines have been carried out, or when the tow rope has been finally slipped, and the tug is safely clear of the vessel, whichever is the later, and **“towing”** includes any operation in connection with holding, pushing, pulling or moving the vessel.
2. On the commencement of the use of the services of a tug, the master and crew thereof become the servants of the hirer or his servants or his agents and anyone on board the vessel of the hirer who is paid by or would or might but for these conditions be deemed to be employed by the Company shall be deemed to be the servant of the hirer.
3. The Company or any person operating a tug at the request of the Company shall not be liable for any death or injury to any person, or loss of or damage to property —
 - (a) occurring whilst towing; or
 - (b) arising out of —
 - (i) an act or omission related to the tug or the vessel of the hirer;
 - (ii) the negligence of the Company, its servants, agents or any other person operating any tug at the request of the Company;
 - (iii) the unseaworthiness, unfitness or breakdown of the tug or any of its equipment or the lack of fuel, stores or speed; or
 - (iv) any other cause whatsoever,

and the hirer shall bear the cost resulting from any death, injury, loss or damage of the kind specified in this condition which is suffered by the Company and shall in addition (to the extent if any to which this condition fails to relieve the Company from liability for any such death, injury, loss or damage) indemnify the Company and hold it harmless against that liability, but this condition shall not apply to any

death, injury, loss or damage suffered by the hirer and caused by or arising from want of reasonable care on the part of the Company to make the tug seaworthy for its navigation whilst towing (the burden of proving such want of care being upon the hirer).

4. The hirer shall not bear or be liable for any damage, injury, loss or expense of any description caused by or to the tug otherwise than whilst towing or for loss of life among or injury to the crew of the tug, but nothing contained in this condition shall prejudice any claim the Company may have in admiralty or at common law against the hirer.
5. The Company may substitute one tug for another and may sub-let or assign the work, wholly or in part, to other tug owners or other persons, who shall also have the benefit of and be bound by these conditions.
6. Any object, whether afloat or not, in respect of which the services of a tug are sought, will, for the purpose of these conditions, be deemed to be a vessel.

Schedule 6

[By-law 53]

MISCELLANEOUS CHARGES AND CONDITIONS

Lines launch or work boat

1. The charge payable for the use of the services of a lines launch or work boat shall be —
 - (a) \$600 in and out for each lines launch or work boat employed on each occasion in connection with the berthing or unberthing of a vessel;
 - (b) \$150 per hour, or part thereof, for each lines launch or work boat employed on each occasion for services other than the berthing or unberthing of a vessel, the period of use of those services being calculated from the time when the requested lines launch or work boat leaves its usual moorings until that lines launch or work boat returns to its usual moorings,and, if a lines launch or work boat is requested, but that request is cancelled before its services are used, a cancellation charge of \$150 shall be payable.

Linesmen

2. (1) The rate payable for the services of linesmen shall be —
 - (a) \$0.025 per dwt of a vessel in and out for the berthing or unberthing of a vessel; and
 - (b) \$240.00 per hour or part thereof for each attendance on board a vessel to handle lines.
- (2) On the commencement of the use of the services of a lines launch or work boat, the master and crew thereof become the servants of the hirer or his servants or agents and anyone on board the vessel of the hirer who is paid by or would or might but for this condition be deemed to be employed by the Company shall be deemed to be the servant of the hirer.

Mooring lines

3. The charge payable for the provision of steel mooring lines shall be \$0.005 per dwt of a vessel for each entry by the vessel into the jetty and berth area, the minimum charge being \$250.00, and for the purposes of assessing that charge the expression “entry” shall have the meaning ascribed to it in by-law 48 (3).
4. For the purposes of this Schedule, “hirer” means the master, owner or agent of a vessel requiring towing services from the Company.