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**IRON ORE (ROBE RIVER) AGREEMENT ACT  
1964**

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**IRON ORE (ROBE RIVER),  
CAPE LAMBERT ORE  
WHARF BY-LAWS**



Reprinted under the *Reprints Act 1984* as at 1 May 1991.

WESTERN AUSTRALIA

IRON ORE (ROBE RIVER) AGREEMENT ACT 1964

IRON ORE (ROBE RIVER), CAPE LAMBERT ORE  
WHARF BY-LAWS

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WESTERN AUSTRALIA

IRON ORE (ROBE RIVER) AGREEMENT ACT 1964

**IRON ORE (ROBE RIVER), CAPE LAMBERT  
ORE WHARF BY-LAWS**

PART I—APPLICATION

**Citation**

1. These by-laws may be cited as the *Iron Ore (Robe River), Cape Lambert Ore Wharf By-laws*.

[*By-law 1 amended in Gazette 4 March 1988 p. 707.*]

**Application**

2. Unless otherwise specifically stated or the context otherwise requires, each of these by-laws shall apply to the Company's ore loading wharf at Cape Lambert and to all berths, wharves, marine installations, structures, service facilities, buoys, dolphins, navigational aids on or adjacent to or associated with the area the subject of Crown Lease 306/1970 together with all shore lines and facilities above the high water mark associated therewith, except the Cape Lambert Service Wharf, for which separate by-laws are provided.

[*By-law 2 amended in Gazette 29 July 1988 p. 2567.*]

**Observation of other rules, regulations, etc.**

3. Nothing in these by-laws shall absolve any person from failure to comply with or neglect to observe all rules and regulations promulgated by the State or Federal Government or any instrumentality thereof.

PART II—DEFINITIONS

**Interpretation**

4. In these by-laws, unless the context otherwise requires:

“Ballast” includes water used for that purpose, together with any kind of earth, sand, gravel, stone or any other material used for ballasting a vessel.

"Berth" means any place at which a vessel can be moored, including a wharf, pier, jetty, landing place, landing stage, quay, dock, platform, dolphins, piles, breastwork, buoy or structure.

"Cargo" means ores, minerals, metals, metal products, chattels, livestock, merchandise or wares which may be loaded or unloaded or intended so to be into or out of any vessel, except mails, passengers' baggage and ship's stores.

"the Company" shall where the context so admits have the same meaning as in the Agreement Schedules to the *Iron Ore (Cleveland-Cliffs) Agreement Act 1964* and any amendment thereto and includes any assignee thereunder.

"Dues" includes all dues, rates, fees, tolls, imposts and charges, payable to the Company under these by-laws or the schedules attached hereto.

"Harbour Master" means the Harbour Master of Port Walcott, appointed by the Governor of Western Australia under the *Shipping and Pilotage Act 1967* and includes any person carrying out the duties of the Harbour Master during his absence, illness or incapacity.

"harbour works" means works for the improvement, protection, management, maintenance, repair or use of any of the marine facilities, whether above or below the high water mark and whether within the confines of the Port or otherwise, and in particular without limiting the generality of the foregoing, includes any channel, basin, ship, dock, dockyard, jetty, wharf, berth, building, bridge, viaduct, breakwater, wall, embankment, dam, or any reclamation of land from the sea or from the Port or any excavation, deepening, dredging or widening of any channel, basin or other part of the marine facilities.

"Marine facilities" means the ore loading wharf constructed by the Company at Cape Lambert on Crown Lease 306/1970 and all berths, wharves, marine installations, structures, service facilities, buoys, dolphins, navigational aids on the area the subject of the said lease or adjacent thereto or associated therewith together with all shore lines and facilities above the high water mark associated therewith except the Company's service wharf.

"Marine Manager" means the officer appointed by the Company to manage the marine facilities, or his deputy.

"Master" used in relation to a vessel means any person (except a Pilot) having command or charge, for the time being, of the vessel.

"Owner" in relation to any vessel, includes the owner, disponent or part owner of the vessel, and the agent for such owner and includes the Crown, in right of, and any instrumentality of the State.

"Pilot" means the Harbour Master or his appointed deputy, when engaged in pilotage duties, or such person licenced to conduct ships into and out of Port Walcott.

"Port" means Port Walcott Western Australia the limits of which are laid down in the Ports and Harbours Regulations under the *Shipping and Pilotage Act 1967*.

"Tonnage" of a vessel or words of similar import shall mean the gross registered tonnage as calculated in accordance with the British standard of measurement of registered tonnage.

"tug" means any vessel employed within the port or adjacent thereto for towing, moving or assisting any vessel to manoeuvre.



“vessel” includes every description of water craft used or designed for use for any purpose on the sea or in navigation. Without limiting the generality of the foregoing, the term includes any dinghy, lighter, barge, punt, hulk, raft, pontoon, sea-plane, hovercraft or like vessel.

Words importing the singular shall where the context so permits include the plural.

[By-law 4 amended in Gazettes 25 May 1984 p. 1412; 29 July 1988 p. 2567.]

### PART III—CONDITIONS OF USE OF THE COMPANY’S BERTHS, WHARVES AND MARINE FACILITIES

#### No liability for Company or its servants

5. Neither the Company nor its servants or agents (in whatever capacity they may be acting) shall be responsible for any loss, damage, or delay from whatsoever cause arising in consequence of any assistance, advice or instructions whatsoever given or tendered in respect of any vessel, whether by way of berthing services, the provision of navigational facilities including buoys, navigational marks, or otherwise howsoever. In all circumstances the Master of any vessel shall remain solely responsible on behalf of his Owners for the safety and proper navigation of his vessel.

#### No representation of safety, etc.

6. The Company makes no representation that the marine facilities, berth, wharves, premises, property, gear, craft or equipment provided by the Company are safe or suitable for vessels permitted or invited to use them, and no guarantee of such safety or suitability is given and the Company shall not be responsible for any loss, damage or delay of any sort that may be sustained by or occur to any vessel or her owners or her cargo or any part thereof (whether such cargo is onboard or in course of loading or discharging) by whosoever and whatsoever cause such loss, damage or delay is occasioned and whether or not it is due to whole or in part to any act, neglect, omission or default on the part of any servant or agent of the Company, or by any fault or defect in any of the Company’s marine facilities, berths, wharves, premises, property, gear, craft and equipment of any sort.

#### No liability for strikes, lock outs, etc.

7. The Company will not be responsible for any loss, damage or delay directly or indirectly caused by or arising from strikes, lock outs or labour disputes or disturbances, whether the Company or its servants are parties thereto or not.

#### Company indemnified against loss

8. If in connection with or by reason of the use by any vessel, of any berth, wharf, or marine facility, or of any part of the Company’s premises, or of any gear or equipment provided by the Company, or of any craft, or of any other facility or property, of any sort whatsoever, belonging to or provided by the Company any damage is caused to any such berth, wharf, marine facility, premises, gear or equipment craft or other facility or property, from whatsoever cause such damage may arise, and irrespective of whether or not such damage has been caused or contributed to by the negligence of the Company or of its servants, and irrespective of whether there has been any neglect or default on the part of the vessel or the Owners in any such event the owners shall hold the Company harmless from and indemnified against all loss sustained by the

Company and consequent thereon. Further, the vessel and her owners shall hold the Company harmless from and indemnified against all and any claim, damages, costs and expenses arising out of any loss, damage or delay caused to any third party by the vessel or by her Master or crew or by any other servant or agent of the Owners.

#### PART IV—GENERAL

##### **Marine Manager to give permission to berth or leave berth**

9. No vessel shall berth or lease a berth without permission of the Marine Manager.

*[By-law 9 amended in Gazette 25 May 1984 p. 1412.]*

##### **Master to obey directions of Marine Manager**

10. The Master of any vessel shall forthwith comply with any direction with respect to his vessel which may be given by the Marine Manager for or in relation to—

- (a) the place time and manner of berthing or the time and manner in which a vessel shall leave its berth,
- (b) the securing or mooring of such vessel to any wharf (including directions in relation to cables, warps, hawsers, fenders or mooring ropes),
- (c) the provision by a vessel occupying or about to occupy a berth of gangways, manropes and similar appliances, lights, safety nets and save-alls.

The vessel will not be required to comply with any of the above provisions if so to do would constitute a failure to comply with any direction given by the Harbour Master.

*[By-law 10 amended in Gazette 25 May 1984 p. 1412.]*

##### **Marine Manager not to be obstructed in his duties**

11. No person shall by word or deed impede or obstruct the Marine Manager or any other officer or servant of the Company in the execution of his duties and the Marine Manager or any such officer or servant may board any vessel at any time for the purposes of or if authorized by these by-laws.

*[By-law 11 amended in Gazette 25 May 1984 p. 1412.]*

##### **Where vessel lying outside another vessel**

12. Where a vessel is lying outside another vessel berthed alongside a wharf—

- (1) No passenger shall embark onto or disembark from and no cargo or ballast shall be loaded onto, or unloaded from, the outside vessel over or across the inside vessel without the permission of the Marine Manager.
- (2) The Master of the inside vessel, if so directed by the Marine Manager, shall allow passengers from the outside vessel to embark and disembark and cargo and ballast to be loaded or unloaded over and across his vessel.

*[By-law 12 amended in Gazette 25 May 1984 p. 1412.]*

**Vessel to be ready to work cargo before berthing**

13. The Master shall prepare the vessel's cargo handling equipment including the opening or removal of hatches and hatch beams, shall have the vessel ready to work cargo before it comes to its berth and shall be responsible for replacing hatches and beams.

**Vessel at berth to have onboard cargo or ballast to keep vessel safe**

14. The Master of every vessel occupying any berth shall have onboard at all times such quantity of cargo and/or ballast as may be necessary to keep his vessel safe. He shall further ensure that any additional cargo received or ballast taken onboard, shall be in such quantity and so distributed that the vessel remains at all times safely stressed, correctly trimmed, and not loaded beyond the applicable load line, as laid down in the *Commonwealth Navigation Act 1912*, as varied.

**Safety of persons boarding or leaving**

15. (1) Every vessel occupying any berth shall at all times provide such gangways manropes and similar appliances, and shall exhibit such lights, as may be necessary for the convenience and safety of persons boarding or leaving such vessel.

(2) Every gangway fixed for the purpose of giving access to a vessel shall from sunset to sunrise be brightly illuminated as long as such gangway is in communication with the shore, and a watch shall be continuously set upon such gangway.

**Flare-up lamp or naked light not to be used**

16. No person shall in the hold of any vessel occupying any berth use any flare-up lamp or naked light of any sort or design whatsoever, whether for the purpose of working cargo or for any other purpose.

**Protection of shipping aids**

17. No person shall trespass on, ride by, or make fast to, damage, injure, or otherwise interfere with any harbour light, dolphin, buoy or beacon.

**Master to supply proper gear to remove cargo**

18. (1) The Master of every vessel shall provide proper slings and other tackle for loading or unloading of all cargo onto or from his vessel.

(2) The Master, owner and agent of every vessel shall compensate the Company for any damage that may be done to any wharf or any property of the Company, either from the breakage of slings or from cargo being imperfectly slung, or otherwise by the loading or unloading of cargo.

**Safety net**

19. (1) The Master of every vessel occupying any berth shall cause a proper safety net to be suspended beneath the gangway.

(2) While a vessel is loading or unloading cargo at any wharf the master shall cause a safety net or save-all of such a size and character to be suspended at such place or places as will prevent cargo from falling into the water.

**Embarking and disembarking**

20. No person shall without the permission of the Marine Manager—
- (1) embark or disembark from any vessel occupying any berth and carrying passengers except by a gangway provided for the purpose.
  - (2) embark or disembark from any vessel while such vessel is in motion; or
  - (3) clamber on or about the structure of any wharf below the deck-level, or upon or about any shed, crane, conveyor, loading equipment, hoist or cargo on such wharf or any property of or under the control of the Company.

*[By-law 20 amended in Gazette 25 May 1984 p. 1412.]*

**Vessel's gear to be free and clear**

21. The Master of every vessel shall keep the same and every part thereof, and all boats, rigging, ropes, hawsers, and other equipment or fittings thereof, and all gangways belonging thereto or used or intended to be used in connection with his vessel at all times free and clear of all cranes, running cranes, railway lines, engines, trucks, gear and plant or other things on any wharf or forming part thereof respectively, irrespective of whether the said cranes, running cranes, engines, trucks, gear or plant are stationary or in use.

**Watchman and men on board**

22. All vessels exceeding 150 tons gross and occupying a berth shall have a watchman on deck from sunset to sunrise, and vessels not exceeding 150 tons gross and occupying a berth shall have at least one man on board during the same period.

**Openings to be screened**

23. The Master of every vessel shall ensure that all openings out of which steam, water, fluids or rubbish are liable to be discharged are properly screened and protected so as to prevent discharge on to any wharf or marine facility.

**No rubbish to be discharged overside**

24. No ashes, rubbish or other material shall be discharged overside from any vessel whilst at berth.

**Oils, grease, etc. not to be discharged overside**

25. No oil or oily, greasy material, or other material or fluids likely to pollute the waters of the Port, may be discharged overside from any vessel in berth.

**Costs of pollution clean-up**

26. Where a vessel moored at or in the approaches to any berth, wharf or marine facility causes oil, or oily or greasy or other materials to pollute the waters of the Port, the Company may take action to minimize or eliminate such pollution and the costs of such action shall be recoverable from the vessel and the owners or agent or Master of the vessel.

#### **Gangway or accommodation ladder to be provided**

27. Every vessel moored in any berth shall provide a safe and suitable gangway or accommodation ladder which shall constitute a safe means of ingress to and egress from the vessel, for the use of persons boarding or leaving the vessel.

#### **Liability of Master, owner and agent**

28. The Master, owner and agent of any vessel lying alongside any wharf shall be jointly and severally liable for all damage (whether such damage is due to the negligence or wilful act of any person or otherwise) caused to cargo or goods lying on such wharf or to electrical connections on or under such wharf by water used upon such vessel (whether for washing down or otherwise).

#### **Permission to load or unload cargo**

29. (1) Without the permission of the Marine Manager no cargo shall be loaded or unloaded except by the crew of the vessel and/or labour employed by the Company and no tally or delivery clerks shall be engaged other than those employed or approved by the Company.

(2) No cargo shall be unloaded from any vessel except at such place as has been previously designated or approved by the Marine Manager and when unloaded shall be stacked or stored in accordance with the directions of the Marine Manager.

Cargo awaiting shipment shall be stacked or stored at such place or area and in accordance with the directions of the Marine Manager.

Persons boarding or disembarking from a vessel shall do so only at places on the wharf previously designated or approved by the Marine Manager.

*[By-law 29 amended in Gazette 25 May 1984 p. 1412.]*

#### **Removal of vessel**

30. A vessel which for any reason becomes an obstruction or which in the opinion of the Marine Manager is likely to become an obstruction to any berth or marine facility shall be moved without delay in accordance with the written directions of the Marine Manager. If such directions are not complied with within the time specified by the Marine Manager the Company may cause such vessel to be removed. The owners and their agents shall be jointly and severally liable to pay to the Company all costs and expenses incurred by the Company in such removal.

*[By-law 30 amended in Gazette 25 May 1984 p. 1412.]*

#### **Written permission to deposit matter**

31. No person shall without the written permission of the Marine Manager deposit any ballast, rock, stone, slate, shingle, gravel, sand, earth, cinders, rubbish, filth or any other article or substance whatsoever on any wharf or Port installation or other property of the Company.

*[By-law 31 amended in Gazette 25 May 1984 p. 1412.]*

#### **Restrictions on cleaning boiler tubes**

32. No vessel moored in any berth or to any marine facility or in the approaches thereto may clean boiler tubes by ejecting material into the atmosphere, nor shall they discharge excessive volumes of smoke from funnels or other outlets.

## PART V—SAFETY

**Securing of berthed vessel**

33. No vessel shall be moored or fastened to any berth except to bollards or other securing places provided for that purpose. Every vessel in berth shall be properly moored, fastened or anchored as the case may require and it is the master's responsibility that lines are kept taut and secure at all times.

**Vessel to be prepared to sail at short notice**

34. When a vessel is moored or fastened to any berth her main engines, personnel and all equipment shall be kept in such a state of readiness that the vessel is able to proceed to sea at short notice. No repairs to engines or other essential equipment likely to immobilise the vessel may be undertaken without the prior written consent of the Marine Manager.

*[By-law 34 amended in Gazette 25 May 1984 p. 1412.]*

**Propellers of moored vessel not to be worked**

35. The propellers of a vessel moored or fastened to any berth shall not be worked without the prior consent of the Marine Manager.

*[By-law 35 amended in Gazette 25 May 1984 p. 1412.]*

**Places for movement of passengers and cargo**

36. Cargo shall be loaded or discharged and passengers embarked or disembarked only at places directed or agreed by the Marine Manager, and all cargo awaiting loading or which has been discharged shall be stacked or stored only at places or areas directed or agreed by the Marine Manager.

*[By-law 36 amended in Gazette 25 May 1984 p. 1412.]*

**Life-saving gear**

37. No person shall remove or interfere with any life-saving gear or appliance except for the purpose of saving life.

**Fire fighting gear**

38. No person shall remove or interfere with any fire fighting gear or appliance except for the purpose of fighting fires.

**Handling of explosives and inflammable goods**

39. Explosives or highly inflammable goods shall not be loaded or unloaded at any wharf except with the written permission of the Marine Manager and then only at places and times directed by him. A request to load or unload such goods shall be made to the Marine Manager at least 48 hours before the intended time of loading or unloading.

*[By-law 39 amended in Gazette 25 May 1984 p. 1412.]*

## PART VI—OIL VESSELS

**Interpretation in Part**

40. In the following by-laws, unless the context requires otherwise:—

“oil vessel” means any vessel having on board, or having lately had on board any flammable liquid as bulk cargo or part cargo.

“flammable liquid” means petroleum or any other liquid whatsoever, having a true flash point of less than 61°C at normal atmospheric pressure.

[By-law 40 amended in Gazette 8 March 1985 p. 914.]

**Flag and light to be shown by oil vessel**

41. The Master of an oil vessel shall, at all times that the vessel is nearing or is in a berth, display at the foremast head, or other conspicuous place clear of all obstructions so as to be clearly visible from any direction at a distance of at least one mile from the vessel—

- (a) by day, the International code flag “B”; and
- (b) during the hours of darkness a red light so positioned as to be clear of all other lights on the vessel.

**Requirements as to oil vessels**

42. The Master of an oil vessel having on board flammable liquids other than as deck cargo, and all other persons concerned, shall observe and perform the following provisions, namely—

- (1) after the vessel is made fast, all holds, tanks, and spaces containing flammable liquid shall be kept securely closed and fastened down, except when opened for the purpose of discharging;
- (2) an oil vessel with its cargo in bulk shall not be berthed until it is ready to load or discharge, and shall at all times continue and complete the loading or discharging with all possible despatch;
- (3) no hold, tank, or space containing flammable liquid in containers shall be opened until all trucks or other vehicles into which such goods are to be loaded are placed alongside the vessel and all is in readiness to commence the work;
- (4) after the vessel is made fast in a berth, vapours from all holds, tanks or spaces containing flammable liquid shall be properly vented to the atmosphere to the satisfaction of the Marine Manager, and so that dangerous vapour concentrations do not occur;
- (5) an oil vessel loading or unloading flammable liquid in casks, barrels, or other receptacles or containers shall work its cargo or carry out any other work on board only as directed by the Marine Manager;
- (6) flammable liquid contained in casks, barrels or other receptacles shall not be landed on any wharf from a vessel unless the casks, barrels or other receptacles are staunch and free from leakage and are of such strength and construction as to be not liable to break or leak;
- (7) where the Marine Manager so approves in writing, flammable liquid in bulk may be unloaded after sunset into shore tanks, and may, in special circumstances, be loaded into tank ships, and the following conditions and such other conditions as the Marine Manager may in those circumstances impose, shall be complied with—
  - (a) unless circumstances render it unavoidable, pipelines and hoses shall not be coupled, uncoupled, or otherwise interfered with, except in daylight; and
  - (b) sufficient electric flood lighting of approved type shall be provided to give ample light for all operations.

- (8) general cargo, other than deck cargo, shall not be unloaded after sunset on any day from any oil vessel without the approval in writing of the Marine Manager.

*[By-law 42 amended in Gazette 25 May 1984 p. 1412.]*

**Unauthorized persons not permitted on board**

43. The Master of an oil vessel shall not permit or suffer any unauthorized person to be on board the vessel while loading or unloading of flammable liquid is in process, and shall display and keep displayed at the main gangway while occupying any berth at a wharf a conspicuous notice to the following effect—

NO ADMITTANCE  
OIL SHIP  
NO SMOKING ALLOWED

**Certain activities prohibited during loading or unloading**

44. During the loading or unloading of flammable liquid no person shall smoke or heat any combustible matter, rivet or chip iron, or clean boilers or boiler tubes, or carry out other work likely to cause ignition on board the oil vessel or any other vessel lying alongside, and no person engaged in that loading or unloading shall carry matches or other appliances for providing or capable of providing ignition.

**Restrictions on fires and lights when tanks opened**

45. (1) From the time when tanks of an oil vessel are opened for the purpose of discharging or loading flammable liquid in bulk, no person shall use or permit or suffer to be used on the vessel, any fire, other than approved ship's boilers, or light other than a safety lamp, approved by the Marine Manager, either on board or within 30 metres of the oil vessel without the authority of the Marine Manager.

(2) Fires, lights, or electric apparatus, other than electric filament lamps or self contained lamps, heaters, cookers, or other types of safe apparatus so designed, constructed and maintained as to be incapable of igniting flammable vapour, shall not be used on or near the wharf at which flammable liquid is being discharged or loaded, or upon which flammable liquid is lying.

*[By-law 45 amended in Gazette 25 May 1984 p. 1413.]*

**Requirements as to pumping operations**

46. (1) Before any pumping operations of flammable liquids are commenced, and during the continuance of those operations, the Master shall cause—

- (a) a competent signalling staff to be in attendance both at the tank installation and on board the oil vessel; and
- (b) telephonic communication between the same points to be established and maintained.

(2) A responsible person shall be detailed by the Master for attendance on the wharf to superintend the opening and closing of valves and for patrol of the pipeline during the whole of the pumping operation and pumping operations shall not be commenced before the correct position of all valves has been verified by the Marine Manager and the Marine Manager is satisfied that all precautions necessary have and will be taken to prevent leakages.

*[By-law 46 amended in Gazette 25 May 1984 p. 1413.]*



**Conditions relating to lids, etc. during pumping operations**

47. (1) While pumping is in progress the lids, screw caps, or other removable coverings of the tanks shall be kept securely fastened or screwed down, except so far as may be necessary to enable discharge of flammable liquid to proceed, and where it is necessary to remove any lid, screw cap, or other coverings, safety wire gauzes shall immediately be properly fitted, or other effective measures immediately taken, by the Master to prevent the ignition of the flammable liquid or vapours.

(2) If any leakage occurs while flammable liquid is being loaded onto or discharged from an oil vessel, the Master of the oil vessel shall forthwith cause the loading or discharging to cease.

**Interruption of pumping operations**

48. Where permission has been granted by the Marine Manager for the pumping of flammable liquids into or out of an oil vessel to be carried out between sunset and sunrise and an interruption or stoppage of loading or discharging takes place, the pumping shall not be recommenced until after sunrise, unless approved by the Marine Manager.

*[By-law 48 amended in Gazette 25 May 1984 p. 1413.]*

**When connections to shoreline to be broken**

49. (1) When an oil vessel has completed discharging flammable liquid in bulk, the connection or connections to the shore pipeline shall not be broken until the pipeline for its whole length has been completely and satisfactorily cleared of all flammable liquid, and the Marine Manager approves the breaking of the pipeline.

(2) Immediately discharge of the flammable liquid is suspended or completed, all lids, screw caps, or other coverings shall be replaced, securely fastened down and made gas tight.

*[By-law 49 amended in Gazette 25 May 1984 p. 1413.]*

**Restrictions on fires, furnaces, etc.**

50. (1) The boiler or galley fires other than those required to produce steam for pumping of an oil vessel carrying flammable liquid in bulk shall not be alight from the time when the holds or tanks are first opened for the purpose of discharge unless the written authority of the Marine Manager is first obtained.

(2) The Master shall not allow any furnace other than that required to produce steam for pumping or any galley or other fires to be alight on board an oil vessel while the running of water for ballast or other purposes into any tank, receptacle, or enclosure on the oil vessel which has contained flammable liquids is being carried out.

(3) No ballasting shall be carried out unless all tanks are sealed down as required by the Marine Manager and the rate of ballasting any tank shall be reduced if required by the Marine Manager, and any directions given by him for other safety measures to be taken while ballasting shall be strictly observed.

(4) No ballasting shall be carried out by the Master until he is so permitted by the Marine Manager, who shall lay down such further conditions under which ballasting may be carried out as he may in the circumstances consider necessary.

*[By-law 50 amended in Gazette 25 May 1984 p. 1413.]*

### **Pipelines to be vapour, oil and flammable liquid tight**

51. (1) All pipelines and connections thereto, flexible or otherwise, used between the oil vessel and the berth, shall at all times be kept in an oil and vapour tight condition and shall not leak.

(2) Flammable liquid shall not be allowed to escape, either directly or indirectly, into any waters.

### **Wire hawsers to be placed when berthing**

52. The Master of any oil vessel shall, immediately the vessel is berthed, have placed 2 steel wire hawsers, one forward and one aft, and of sufficient strength to be used in towing the vessel away from the berth. The inboard ends of these wires shall be securely made fast on board and the outboard ends shall extend to the surface of the water, and they shall be placed as near as possible to the extremities of the oil vessel and so remain throughout the period the oil vessel is in berth.

### **Due precautions to be taken**

53. The Master of an oil vessel shall take all due precautions for the prevention of accidents by fire in the discharge of flammable liquids, and shall himself remain, or cause a responsible officer of the vessel to remain on board the vessel, together with a sufficient crew, during the whole time the vessel is in berth.

### **Inspection by Marine Manager**

54. The Master of the oil vessel shall, when required so to do by the Marine Manager, do any act necessary to permit the Marine Manager to inspect and examine the flammable liquid on board the vessel and any appliances to be used on the vessel for the purpose of ascertaining whether the provisions of these by-laws are being observed and whether all other measures necessary for general safety are being taken.

*[By-law 54 amended in Gazette 25 May 1984 p. 1413; 15 March 1991 p. 1186.]*

### **Conditions for loading or unloading**

55. (1) The loading or unloading of flammable liquid into or from an oil vessel shall not be commenced unless—

- (a) a barricade capable of preventing any unauthorized person having access to the vessel and pipeline hose connections has been erected on the wharf or jetty; and
- (b) satisfactory provision has been made for watchmen to be in attendance to prevent the entrance of any unauthorized person and to take possession of matches from all persons passing through the barricade towards the oil vessel and to assist generally in the enforcement of these by-laws.

(2) The erection and maintenance of the barricade and the employment or engagement of watchmen shall be carried out and arranged by or in accordance with the directions of and to the satisfaction of the Marine Manager.

(3) Any barricade erected on a wharf in pursuance of this by-law shall be so erected as to enclose an area of the wharf extending to a distance not less than 30 metres past each end of the oil vessel and 30 metres out from the vessel measured from the point on the side of the vessel closest to the wharf.

*[By-law 55 amended in Gazette 25 May 1984 p. 1413.]*

**Compliance with by-laws 40 to 55**

56. Every vessel carrying or having recently carried a cargo of petroleum products in bulk, having a true flashpoint of 61°C or greater, shall comply with any or all of by-laws 40 to 55 inclusive in these by-laws as the Marine Manager may from time to time direct, except that smoking will be permitted in spaces not opening on to weather decks and which have been approved by the Master.

*[By-law 56 amended in Gazettes 25 May 1984 p. 1412; 8 March 1985 p. 914.]*

**PART VII—MISCELLANEOUS**

**Interference to notice board**

57. No person shall remove, obliterate or otherwise interfere with any notice board erected on or in the vicinity of any wharf or marine facility.

**Permission to erect notice board**

58. No person shall without the permission of the Marine Manager write or paint or place any notice board, placard or other document on any wharf or other part of the marine facilities.

*[By-law 58 amended in Gazette 25 May 1984 p. 1413.]*

**Restrictions on motor vehicles**

59. (1) No person shall without the written permission of the Marine Manager drive any motor vehicle up on any wharf or any approach thereto and notwithstanding such permission any such person—

- (a) shall park only in an area set aside for this purpose,
- (b) shall in any place where a notice is maintained indicating that the standing or parking is limited or restricted, comply with the terms of such limitation or restriction,
- (c) shall not allow his vehicle to approach within 15 metres of any flammable goods or cargo,
- (d) shall comply with all directions as to the disposal of his vehicle given by the Marine Manager or any other officer of the Company authorized by him (whether generally or specially) for such purpose; and
- (e) shall not leave his vehicle unattended.

(2) The Marine Manager or any officer of the Company shall be at liberty to move any unattended motor vehicle or any motor vehicle the driver of which has failed to comply with such direction as aforesaid, to any other place.

*[By-law 59 amended in Gazette 25 May 1984 p. 1413.]*

**Power to deal with unauthorized persons**

60. The Marine Manager and any other employee of the Company shall be at liberty to take such steps as are necessary to prevent any person entering upon any wharf or marine facility and to remove any person who has so entered without permission or who is intoxicated, idle or is causing or, in the opinion of the Marine Manager, is likely to cause a disturbance.

*[By-law 60 amended in Gazette 25 May 1984 p. 1413.]*

**Smoking, loitering or public speaking**

61. A person shall not without the written permission of the Marine Manager smoke, loiter or address any assemblage of persons under or upon any wharf.

*[By-law 61 amended in Gazette 25 May 1984 p. 1413.]*

**Nuisance**

62. A person shall not commit any nuisance under or upon any wharf.

**Wharf may be closed**

63. The Company may by notice placed on a wharf or part thereof close that wharf or that part and a person shall not enter upon that wharf or that part without the consent of the Marine Manager.

*[By-law 63 amended in Gazette 25 May 1984 p. 1413.]*

**Child under 12 to be accompanied by adult**

64. No child under the age of 12 years shall be allowed on any wharf unless accompanied by an adult person.

**Fishing**

65. (1) No person shall fish from any part of the substructure of any wharf nor from a pontoon or any landing steps or place for landing passengers.

(2) Any person fishing from wharf deck level as aforesaid—

- (a) shall use only rod and line;
- (b) shall not interfere with or obstruct the general wharf work or other users of the wharf;
- (c) shall forthwith comply with any direction given by the Marine Manager; and
- (d) shall not deposit or leave upon the wharf any fish, fish refuse or offensive matter.

*[By-law 65 amended in Gazette 25 May 1984 p. 1413.]*

**Erection of building, staging or structure**

66. No person shall without permission of the Marine Manager erect any building, staging or structure on or in any wharf or marine facility.

*[By-law 66 amended in Gazette 25 May 1984 p. 1413.]*

**Valves etc. not to be turned on or off**

67. No person shall without the permission of the Marine Manager turn any valve or cock or open or shut any fire plug or hydrant on any Port or marine facility.

*[By-law 67 amended in Gazette 25 May 1984 p. 1413.]*

**Tampering with electric lights, fittings etc.**

68. No person shall play, tamper or in any way interfere with any electric lights or fittings or any electric light or power mains on any Port or marine facility.

**Duty of Master as to by-laws**

69. Whereby these by-laws an act is required to be done or forbidden to be done in relation to a vessel the Master of the vessel has, unless the contrary intention appears, the duty of causing to be done the act so required to be done or of preventing from being done the act so forbidden to be done, as the case may be.

**PART VIII—DUES, RATES AND CHARGES LEVIED****Liability to pay dues, rates and charges**

70. All dues, rates and charges as hereinafter provided are by these by-laws levied and charged by the Company. All dues, rates and charges shall be paid to the Marine Manager or to the person for the time being designated by the Company. The Master, owner or agent of a vessel shall be jointly and severally liable for all dues, rates and charges.

*[By-law 70 amended in Gazettes 25 May 1984 p. 1413; 8 March 1985 p. 914.]*

**Payment**

71. (1) At any time between the vessel entering the Port and leaving its berth at the Port, at the request of the Company or its agents, the Master of a vessel shall deposit with the Company an amount estimated by the Company as being the berthage dues and towage and wharfage rates and miscellaneous charges which will be incurred by that vessel in entering and leaving the Port and in lying alongside the berth, but the Company in its absolute discretion may accept in lieu of such deposit a written guarantee from the agent for the vessel in the form of the Fifth Schedule.

(2) The Company shall use any moneys deposited with it in accordance with sub-by-law (1) towards payment of any dues, rates and charges incurred in respect of that vessel.

(3) All dues, rates and charges shall be paid before the vessel, in respect of or in connection with which they are charged or payable leaves the berth, except that where the Company has accepted a guarantee pursuant to sub-by-law (1) the vessel may subject to the provisions of Part IV leave the berth prior to such payment being made.

(4) The Marine Manager may detain any vessel—

- (a) in respect of which the dues, rates and charges or a guarantee referred to in sub-by-law (1) has not been paid or given; or
- (b) in respect of which a guarantee has been given on a previous occasion, the terms and conditions of which have not been observed.

*[By-law 71 inserted in Gazette 8 March 1985 p. 914; amended in Gazette 25 May 1984 p. 1413; Gazette 15 March 1991 p. 1187.]*

**Berthage dues**

72. The dues set out in the First Schedule shall be paid in respect of any vessel occupying a berth.

**Assessment of berthage dues**

73. For the purpose of assessing berthage dues payable a vessel shall be deemed to occupy a berth from the time the first line is made fast until the last line is let go.

### **Certificate of Registry to be produced on demand**

74. The Master of every vessel occupying or about to occupy a berth shall produce the Certificate of Registry of such vessel to the Marine Manager or any other officer of the Company on demand.

*[By-law 74 amended in Gazette 25 May 1984 p. 1413.]*

### **Towage rates**

75. The use of tug boats to assist vessels inwards and outwards shall be at the discretion of the Master. In all cases the rates set out in the Second Schedule shall be payable in respect of towage services available to all vessels berthing and unberthing into and out of any berth, or any of the Company's marine facilities, whether such services are used or not used, and whether or not the Company is able to provide such towage services as would permit the Master or owner to comply with the *Ports and Harbours Regulations*.

### **Conditions for towage**

76. An application for the services of a tug shall be made to the Marine Manager and shall be in the form set out in Form 2 in the Second Schedule. The conditions contained in Form 3 in the Second Schedule shall apply to all towage and to the use of tugs and shall bind and enure to the benefit of the Company, the Master and owner of the vessel towed or to be towed and (without prejudice to the generality of the foregoing) any other person or Company bound by these by-laws.

*[By-law 76 amended in Gazette 25 May 1984 p. 1413; Gazette 15 March 1991 p. 1187.]*

### **Restriction on use of tug**

77. No person shall use any tug for conducting any vessel within or into or out of the Port which is destined to or from a berth or marine facility and no person shall use any tug plying for hire within the Port if the vessel is destined to or from a berth or marine facility unless the Company has authorized the tug to carry out such work.

### **Conditions of towage not to apply to salvage**

78. The conditions of towage shall in no way apply to or affect any claim by the Company for salvage services or services in the nature of salvage.

### **Wharfage rates**

79. The rates set out in the Third Schedule shall be payable to the Company in respect of all cargo, except iron ore or iron ore concentrates, handled inwards or outwards at any berth.

### **Computation of dues**

80. (1) All dues on or in respect of cargo shall except as otherwise provided, be computed on the weights and measurements shown in a vessel's manifest, bill of lading or other shipping document for such cargo.

(2) All such dues shall be computed on a weight basis or on a measurement basis (whichever computation produces the greater result) and if computed on a weight basis shall be computed on a tonne of 1 000 kilograms, and if on a volume basis shall be computed on a tonne of 1 cubic metre.

(3) A fraction of a tonne (by weight or measurement) shall be charged for on a *pro rata* basis.

(4) Dues shall be calculated on the gross weight or measurement but the Marine Manager may at any time demand that cargo shall be reweighed or remeasured in the presence of an officer of the Company and at the expense of the owner of the cargo in which event the weights or measurements ascertained from such reweighing or remeasurement shall prevail.

[*By-law 80 amended in Gazette 25 May 1984 p. 1413.*]

#### **Delivery of manifest before discharge of cargo**

81. (1) The Master of every vessel desiring to discharge cargo at a berth shall deliver at the office of the Company prior to commencing to discharge cargo, 2 true, legible and complete copies in the English language of the manifest of such vessel, certified by himself as being true and complete, and shall also so furnish within 48 hours 2 certified statements of all amendments (if any) which may be made in such manifest by reason of remeasurement of cargo included therein or otherwise.

(2) Any such amendments to a manifest shall not be recognized unless supplied prior to the cargo affected thereby being removed from the premises of the Company.

#### **Delivery of manifest of loaded cargo**

82. The Master of every vessel which has loaded cargo from any wharf shall deliver to the office of the Company prior to the departure of the vessel, a certified copy in the English language of the manifest, giving true, legible and complete particulars of such cargo, to enable the amount of outward wharfage and other dues payable thereon to be readily computed.

#### **Fourth Schedule charges**

83. The charges set out in the Fourth Schedule shall be paid in respect of the services described therein.

### **PART IX—EXPLOSIVES**

In this part "vessel" means a vessel with explosives on board

#### **Permission of Marine Manager**

84. No vessel shall go alongside a wharf for any purpose except by permission of the Marine Manager.

[*By-law 84 amended in Gazette 25 May 1984 p. 1413.*]

#### **Flag and red light to be shown**

85. Vessels shall display where they can be best seen and clear of all obstructions—

(a) By day—the International Code Flag "B".

(b) By night—a red light visible all round the horizon at a distance of at least 1.6 kilometres.

[*By-law 85 amended in Gazette 25 May 1984 p. 1412.*]

**Explosives to be marked in accordance with  
*Explosives and Dangerous Goods Act 1961***

86. No explosives shall be loaded, unloaded or conveyed unless the same are packed and marked in accordance with the *Explosives and Dangerous Goods Act 1961*, and regulations made thereunder, and no explosive shall be so handled unless it is authorized to be imported and sold in Western Australia or otherwise unless it is approved under an entry permit issued by the Chief Inspector of Explosives.

**Explosives to be unloaded only under authority**

87. No explosives shall be unloaded unless the Marine Manager is satisfied that they are imported under authority of a licence or an entry permit issued by the Chief Inspector of Explosives.

[By-law 87 amended in Gazette 25 May 1984 p. 1413.]

**Hours for unloading explosives**

88. Explosives shall not be loaded onto or unloaded from a vessel except between the hours of sunrise and sunset unless special permission is given by an Inspector of Explosives.

**Where explosives exceed 2 kilograms**

89. Explosives exceeding 2 kilograms in weight shall not be conveyed in a vessel whilst carrying passengers or plying for hire or reward without written approval of an Inspector of Explosives.

**Unloading etc. to conform to *Explosives and Dangerous Goods Act 1961***

90. The loading, unloading and conveyance of explosives at the Port shall be carried out in accordance with the general provisions of the *Explosives and Dangerous Goods Act 1961*, and the regulations thereunder.

**Maximum amount of explosives to be unloaded**

91. The maximum amount of explosives to be unloaded at any wharf shall be decided from time to time by the Chief Inspector of Explosives who shall take into consideration the type of explosives concerned, the facilities available for handling at the wharf and the magazine storage available for storing the explosives.

**No other vessel to be alongside**

92. When a vessel goes alongside any wharf for the purpose of unloading explosives, there shall be no other vessel alongside at the same time while the unloading is in progress and no work of any kind shall be permitted on the wharf which is not directly necessary for the unloading of explosives from the vessel.

**Rules to be observed**

93. During the loading or unloading of explosives there shall be observed such rules as are laid down by the Chief Inspector of Explosives, except that when such work is done under direct supervision of an Inspector of Explosives, then all directions of the Inspector shall be obeyed whether provided for in the rules or not.



**Matters not prescribed**

94. All matters relative to the handling of explosives which are not provided for in these by-laws shall be referred to the Chief Inspector of Explosives who shall decide what action shall be taken.

**Classes and divisions of explosives**

95. Classes and divisions of explosives as used in this Part are those used in the classification of explosives contained in the Second Schedule to the *Explosives and Dangerous Goods Act 1961*.

**Exceptions to this Part**

96. Nothing in this Part shall apply to any vessel having on board exclusively explosives of the following kind or kinds or to the loading or unloading into or out of, or conveyance to or from any vessel of the same—

- (1) Explosives belonging to Classification 1.4 other than Classification 1.4B and including such explosives as—  
Fuse Igniters, Percussion Caps, Safety Cartridges, Safety Fuses, Igniter Cord Connectors.

[(2) *deleted*]

- (3) Other explosives in such quantities as may from time to time be approved by the Chief Inspector of Explosives.
- (4) Explosives on vessels of war and such explosives as are exempt under Section 63 (a) of the *Explosives and Dangerous Goods Act 1961*.
- (5) Explosives carried for the vessel's own use in such quantities as are necessary to meet the law's requirements for signalling purposes and provided that the explosives are kept in an approved type of magazine and that if 2 or more of the following explosives be in the same vessel they shall be kept in separate and completely enclosed receptacles in the magazine—  
Gunpowder  
Rockets  
Sound Signal Rockets  
Blue Lights  
Holmes Lights  
Pyrotechnic signals of any other kind

[By-law 96 amended in Gazette 25 May 1984 p. 1412.]

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First Schedule  
BERTHAGE RATES

The berthage dues payable in respect of any vessel shall be 1.8 cents for each ton of the gross registered tonnage of the vessel for each 6 hours or part thereof during which the vessel occupies a berth. The minimum charge for each vessel shall be as for 12 hours.

[First Schedule amended in Gazettes 30 January 1981 p. 521; 4 April 1986 p. 1366.]

Second Schedule  
Form 1  
TOWAGE RATES

Deadweight Tonnage	Towage Charge (In and Out inclusive) \$
Under 40 000 .....	12 981
at least 40 000 and under 50 000 .....	13 437
at least 50 000 and under 60 000 .....	15 159
at least 60 000 and under 70 000 .....	16 759
at least 70 000 and under 80 000 .....	19 838
at least 80 000 and under 100 000 .....	23 000
at least 100 000 and under 120 000 .....	35 000
at least 120 000 and under 160 000 .....	38 000
at least 160 000 and under 200 000 .....	41 000
at least 200 000 and under 240 000 .....	41 159
at least 240 000 .....	42 589

Tug Hire:

Rate per tug exclusive of towage—

\$1 700 per hour or part thereof with a minimum charge as for 2 hours.

Cancellation:

- (1) When ordered for 0830-1600 hours, Monday-Friday (excluding Public Holidays)—\$2 700.
- (2) All other items—\$5 500.



Form 2

APPLICATION FOR SERVICES OF TUG  
IRON ORE (ROBE RIVER) CAPE LAMBERT ORE  
WHARF BY-LAWS

Shipment No. ....

Progressive No. ....

I/We hereby apply for the services of the Company's tug(s) .....

..... for the purpose of towing the vessel .....

..... on .....19.....at.....a.m. ....p.m.

If this application is accepted by the Company I/We agree to pay its charges as set out in the current rate schedule, viz. \$..... and to be bound by all the conditions contained in the Cape Lambert by-laws. Any agent signing this application warrants that he has been authorized by the Master and the owner of the vessel to do so and any master signing this application warrants that he has been authorized by the owner of the vessel to do so.

MASTER, OWNER OR AGENT .....

NAME OF VESSEL .....

Form 3  
TOWAGE CONDITIONS

Towage is undertaken only under the Towage Conditions (being the United Kingdom Standard Conditions for Towage and Other Services (Revised 1983)) printed hereunder and application for or use of a tug is deemed to constitute acceptance of the conditions as follows:—

1. (a) The agreement between the Company and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out.
- (b) For the purpose of these conditions:
  - (i) "towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise;
  - (ii) "vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Company agrees to tow or to which the Company agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing;
  - (iii) "tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Company for the performance of any towage or other service;
  - (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel;
  - (v) Any service of whatsoever nature to be performed by the Company other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended;
  - (vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the word "Company" shall include "Companies" and the word "Hirer" shall include "Hirers";
  - (vii) The expression "Company" shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Company" contained in Clause 5 shall be construed likewise.

2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorized to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.

3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Company shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:—

(a) The Company shall not (except as provided in Clause 4 (c) and (e)) be responsible for or be liable for:

(i) damage of any description done by or to the tug or tender, or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to any other object or property

or

(ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property;

or

(iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever;

arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Company, his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed and otherwise; and

(b) The Hirer shall (except as provided in Clauses 4 (c) and (e)) be responsible for, pay for and indemnify the Company against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or cause, whether covered by the provisions of Clause 4 (a) or not, suffered by or made against the Company and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Company even if the same arises from or is caused by the negligence of the Company his servants or agents.

(c) The provisions of Clauses 4 (a) and 4 (b) shall not be applicable in respect of any claims which arise in any of the following circumstances—

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Company to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Company's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and

chief management of the Company's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Company has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Company or any agent or independent contractor employed by the Company.

- (ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4 (a) and 4 (b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by or arise out of the presence on board of such persons or property or which arise at any time when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.
- (d) Notwithstanding anything hereinbefore contained, the Company shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether being during or after the making of this agreement.
- (e) Notwithstanding anything contained in Clauses 4 (a) and (b) hereof the liability of the Company for death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Company shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Company shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Company (hereinafter referred to as "the other Company") to hire the other Company's tug or tender and in any such event it is hereby agreed that the Company is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Company may in addition, if authorized whether expressly or impliedly by or on behalf of the other Company, act as agent for the other Company at any time and for any purpose including the making of any agreement with the Hirer, in any event should the Company as agent for the Hirer contract with the other Company for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Company is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Company may have against the Hirer including, but not limited to, any rights which the Company or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or any thing aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit,

prejudice, or preclude in any way any right which the Company may have to limit his liability.

7. The Company will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description howsoever caused or arising, including by the negligence of the Company or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Company or other Company, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.

[*Second Schedule amended in Gazette 16 July 1976 p. 2505; 1 July 1977 p. 2075; 10 February 1978 p. 453; 22 December 1978 p. 4844; 20 July 1979 pp. 2038-39; 20 June 1980 p. 1906; 31 October 1980 p. 3727; 3 July 1981 p. 2655; 16 April 1982 p. 1319; 6 August 1982 p. 3097; 21 January 1983 pp. 309-10; 18 November 1983 pp. 4619-20; 8 March 1985 pp. 914-17; 4 April 1986 p. 1366; 4 March 1988 p. 707; 10 March 1989 p. 724.*]

#### Third Schedule WHARFAGE

1. For petroleum products in bulk, inwards or outwards, wharfage shall be payable at the rate of \$2.65 per Metric Tonne (1 000 kg).

2. For all other cargo, except iron ore, iron ore product or iron ore concentrate, wharfage shall be payable at the rate of \$2.00 per Metric Tonne, computed on a weight basis or on a measurement basis, whichever computation produces the greater result. (A tonne weight consisting of 1 000 kilograms, and a tonne measurement consisting of one cubic metre.)

[*Third Schedule inserted in Gazette 6 August 1982 p. 3097.*]

#### Fourth Schedule MISCELLANEOUS CHARGES

1. Mooring and unmooring labour—\$1 000 per vessel.

2. Workboat (lines, launch and crew)—\$1 200 per vessel.

For work other than berthing/unberthing—\$300 per hour or part thereof with a minimum charge as for 2 hours and with no provision for cancellation.

3. Watchman as required by by-law 55 (or for any other reason)—\$31.31 per man-hour or part thereof.

4. Water at \$2.58 per kilolitre.

[*Fourth Schedule inserted in Gazette 10 March 1989 p. 724.*]

Fifth Schedule  
Iron Ore (Robe River) Cape Lambert Ore Wharf By-laws  
GUARANTEE BY AGENT

In consideration of your having agreed, at my request, to provide at the Port of Walcott, Western Australia, certain services and/or facilities to the vessel ..... (which vessel is at present at the Cape Lambert wharf)—

- (a) I hereby guarantee and warrant to you that all dues charged or payable under the Iron Ore (Robe River) Cape Lambert Ore Wharf By-laws in respect of or in connection with the vessel will be paid within 14 days after the departure of the vessel from the berth;
- (b) I also acknowledge and agree that, should I fail to make payment by that date, then I am bound to pay interest on the unpaid amount at the then prevailing ANZ Bank prime rate, the interest being calculated from the fifteenth day after departure of the vessel from the Port up to and including the day on which payment is made;
- (c) I shall not be released from this guarantee by any arrangement made between you and the owner or owners or Master of the vessel (either with or without my assent) or by any alteration to the said by-laws or of the nature or extent of any obligation to pay such dues or by any forbearance whether as to payment time, performance or otherwise.

Dated .....

Signed as a deed by

.....

in the presence of

.....

[Fifth Schedule inserted in Gazette 4 March 1988 p. 707.]

NOTES

<sup>1</sup> This reprint is a compilation as at 1 May 1991 of the *Iron Ore (Robe River) Cape Lambert Ore Wharf By-laws* and includes all amendments effected by the other Regulations referred to in the following Table.

Table of Regulations

Regulation	Gazettal	Commencement	Miscellaneous
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf By-laws</i>	13 December 1974 pp. 5375-84	13 December 1974	Citation subsequently amended (see note to by-law 1)
<i>Amendment By-laws</i>	16 July 1976 p. 2505	16 July 1976	
<i>Amendment By-laws</i>	1 July 1977 p. 2075	1 July 1977	
<i>Amendment By-laws</i>	10 February 1978 p. 453	10 February 1978	
<i>Amendment By-laws</i>	22 December 1978 p. 4844	22 December 1978	
<i>Amendment By-laws</i>	20 July 1979 pp. 2038-39	20 July 1979	
<i>Amendment By-laws</i>	20 June 1980 p. 1906	20 June 1980	
<i>Amendment By-laws</i>	31 October 1980 p. 3727	31 October 1980	

## Table of Regulations—continued

Regulation	Gazettal	Commencement	Miscellaneous
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1981</i>	30 January 1981 p. 521	30 January 1981	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws (No. 2) 1981</i>	3 July 1981 pp. 2654- 55	3 July 1981	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1982</i>	16 April 1982 pp. 1319-20	16 April 1982	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws (No. 2) 1982</i>	6 August 1982 p. 3097	6 August 1982	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws (No. 3) 1982</i>	21 January 1983 pp. 309-10	21 January 1983	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1983</i>	18 November 1983 pp. 4618-19	18 November 1983	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1984</i>	25 May 1984 pp. 1412-13	25 May 1984	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1985</i>	8 March 1985 pp. 914-17	8 March 1985	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1986</i>	4 April 1986 p. 1366	4 April 1986	
<i>Cliffs Robe River Iron Associates, Cape Lambert Ore Wharf Amendment By-laws 1988</i>	4 March 1988 p. 707	4 March 1988	
<i>Iron Ore (Robe River), Cape Lambert Ore Wharf Amendment By-laws (No. 2) 1988</i>	29 July 1988 p. 2567	29 July 1988	
<i>Iron Ore (Robe River), Cape Lambert Ore Wharf Amendment By-laws 1989</i>	10 March 1989 pp. 723-24	10 March 1989	
<i>Iron Ore (Robe River), Cape Lambert Ore Wharf Amendment By-laws 1991</i>	15 March 1991	15 March 1991	