

## DIVING NOTICE

Date		Vessel Name (if applicable)	
Port and Berth		Master of Vessel ("Master")	(full name)
Person and company undertaking the Diving, if other than the Master ("Operator")	(full name and position of person and company, including ACN)	Owner of the Vessel ("Owner")	(full name and ACN)
Start Date		End Date	
Description of Diving to be undertaken	..... .....		

The Operator and Master (for and on behalf of the Owner) (where applicable), in consideration of Flinders Ports Pty Limited ("Flinders Ports ") allowing Diving to occur in the Port, acknowledge and agree that the undertaking of the Diving will be at the Operator's and Master's own cost and in accordance with the following terms and conditions:

1. Diving will not be undertaken until Flinders Ports has acknowledged in writing its receipt of this Notice. Adelaide VTS is to be notified by radio (VHF Ch 12) on the commencement and conclusion of Diving.
2. The Master and Operator will comply with and satisfy all present and future laws and applicable Australian Standards in respect of the undertaking of Diving (including without limitation Regulation 182 of the Harbors and Navigation Regulations (SA) 2009).
3. This Notice covers only the specified Diving and further notice must be given to Flinders Ports before any additional Diving is commenced. If Diving is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to Diving recommencing.
4. The Master and Operator will only undertake Diving whilst it safe to do so, but will not allow the same to be undertaken, without limitation, if other vessel movements at the Port:
  - a. may be prevented or interfered with by Diving; or
  - b. may prevent or interfere with Diving.
5. Appropriate flag signals are to be clearly displayed at all times.
6. All diving activities are to be conducted under the supervision of a qualified dive master.
7. All hazards, safety incidents or breaches of the terms and conditions of this Notice are to be reported immediately to Adelaide VTS on VHF channel 12 or telephone (08) 8447 0902.
8. Notwithstanding any other provision of this Notice, the Operator, Master and Owner agree to undertake Diving on, in or in the vicinity of the Port at their own risk in all things and release and indemnify Flinders Ports, its related bodies corporate and their directors, officers, employees, agents, contractors, subcontractors, licensees, subtenants or invitees and any person claiming through them ("Flinders Ports' Agents") from and against all Claims of every kind arising from or out of undertaking or the occurrence of Diving or any act, matter or thing done or performed by the Operator, Master, Owner, visitors or other persons in relation to Diving or any omission of the said persons including, without limitation, any Claim in respect of:
  - a. any accident or damage to property or death of or injury to any person of any nature; or
  - b. loss of or damage to fixtures or personal property of the Operator, Master and Owner or any other person;
 on, in or in the vicinity of the Port.

9. In this Notice:

- a. **“Claim”** means any demand, action, claim, cause of action, proceedings, judgement, order, relief, remedy, right entitlement, damage, loss (including without limitation consequential, incidental, special and indirect losses of profits, contracts and revenue), compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, however arising under statute, at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise) including, without limitation, pursuant to the Environment Protection Act 1993).
- b. **“Diving”** means lowering or entry of any person or persons into water with or without snorkelling or scuba diving equipment to carry out underwater inspections, repairs, work or maintenance, together with any related or ancillary activities, including without limitation as described above.
- c. No rule of construction applies to the disadvantage of Flinders Ports on the basis that Flinders Ports put forward this Notice or any part of it.
- d. Any remedy, power or entitlement given to Flinders Ports in any clause of this Notice is in addition to any remedy, power or entitlement which Flinders Ports may have under any other agreement or law.
- e. If any provision of this Notice is deemed to be, or becomes void, voidable or unenforceable, it must be read down, or if incapable of being read down, severed, and the remaining provisions of this Notice continue to have full force and effect.

**SIGNED** for and on behalf of **Flinders Ports Pty Limited** by:

\_\_\_\_\_  
Name:  
Position:  
Date:

We, the undersigned, warrant that we are authorised to represent and bind the Operator, Master and Owner, respectively, and consequently further acknowledge, warrant and represent that the Operator, Master and Owner, respectively, accept and agree to be bound by the terms and conditions set out in this Notice:

**SIGNED** by or on behalf of the **Master**:

\_\_\_\_\_  
Name:  
Position:  
Date:

**SIGNED** for and on behalf of the **Operator** by:

\_\_\_\_\_  
Name:  
Position:  
Date: