

### FUMIGATION NOTICE (In port or in transit)

|  |   |                               |                     |
|--|---|-------------------------------|---------------------|
| Date   |   | Vessel Name                   |                     |
| Port and Berth   |   | Master of Vessel ("Master")   | (full name)         |
| Person and company undertaking the Fumigation, 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 Fumigation to be or which has been undertaken                         | <p>.....</p> <p>.....</p>                                     |                               |                     |

The Master (for and on behalf of the Owner) and Operator (where applicable), in consideration of Flinders Ports Pty Limited ("Flinders Ports ") allowing:

- a) Fumigation to occur whilst the Vessel is in the Port; or
- b) the Vessel (on which Fumigation has occurred in transit prior to entering the Port) to enter the Port;

acknowledge and agree that the undertaking of the Fumigation or Entry will be in accordance with the following terms and conditions:

1. Fumigation or Entry will not be undertaken until Flinders Ports has acknowledged in writing its receipt of this Notice.
2. The Master and Operator will comply with and satisfy all present and future laws and applicable Australian and International Standards in respect of the undertaking of Fumigation (including without limitation IMO codes and policies, Dangerous Substances Act 1979 (SA), the Environment Protection Act 1993 (SA), Adelaide Dolphin Sanctuary Act 2005 (SA) and Australian Maritime Safety Authority guidelines and requirements (such as the In-transit Fumigation Requirements).
3. Fumigation will be at the Master's and Operator's own cost.
4. This Notice covers only the specified Fumigation and further notice must be given to Flinders Ports before any additional Fumigation or Entry is commenced. If Fumigation is temporarily discontinued (for any reason) during the specified period Flinders Ports must be informed prior to Fumigation recommencing.
5. The Master and Operator will only undertake Fumigation whilst it safe to do so, but will not allow the same to be undertaken, without limitation, while the Vessel or any other vessel or person in the vicinity:
  - a. has combustible materials or sources of ignition (such as pilot lights on gas appliances) near or in the vicinity of where the Fumigation is occurring;
  - b. is undertaking other Fumigation, bunkering or transferring fuel; or
  - c. is loading fodder or grain; or
  - d. is handling dangerous, combustible or hazardous products (such as those with a low flash point).
6. The Master and Operator will ensure that while Fumigation is being undertaken, and for a reasonable period thereafter, that:
  - a. a watchman is placed on the gangway whilst Fumigation to prevent any person from boarding the vessel while it unsafe to do so.
  - b. a fire and leakage watch are to be maintained by a responsible person other than the person undertaking the Fumigation.
  - c. suitable first aid supplies and qualified personnel are available for immediate deployment if there is a leakage of fumigants.
  - d. suitable extinguishing equipment is at hand.
  - e. all leakage of fumigants resulting from Fumigation are to be immediately contained, recovered and cleaned up.

- f. work in a confined area is to be certified gas free and regularly monitored by a suitably qualified person and Fumigation or access to an area where Fumigation has occurred may proceed only in compliance with any special conditions that person may specify.
7. All spills or leakage of fumigants, 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 Master, Owner and Operator agree to undertake Fumigation on, in or in the vicinity of the Vessel or Entry 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 Fumigation, Entry or any act, matter or thing done or performed by the Master, Owner and Operator, visitors or other persons in relation to Fumigation, Entry 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 Master, Owner and Operator or any other person; on, in or in the vicinity of the Vessel.
9. In this Notice:
- a. **"Entry"** means the entry into the Port by a vessel on which in transit Fumigation has occurred prior to entering the Port.
  - b. **"Fumigation"** means any fumigation of a vessel (including without limitation fumigation undertaken in a port or in transit to comply with phytosanitary requirements or to prevent the spread of pests and insects or to prevent infestation and contamination of, or damage to, cargoes of human and animal grade foodstuffs), together with any related or ancillary activities.
  - c. **"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).
  - d. **"IMO"** means the International Maritime Organization.
  - e. 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.
  - f. 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.
  - g. 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 Master, Owner and Operator, respectively, and consequently further acknowledge, warrant and represent that the Master, Owner and Operator, 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**:

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

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

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