

TRANSFER BY PILOT BOAT NOTICE TO BE COMPLETED BY PERSON REQUESTING PILOT BOAT TRANSFER	
Date notice complete:	
Date and Time of transfer:	
Full name of Individual:	
Contact Number:	
Name of employer:	
Name of Vessel:	
Location of transfer:	
Reason for travel:	

Flinders Ports Pty Ltd (“**Flinders Ports**”) provides a service by transferring individuals to and from vessels in the port using a pilot boat from time to time (“**Transfer**”). The Transfer includes accessing and egressing the pilot boat, and travelling on the pilot boat, together with any related or ancillary activities, including without limitation as described above.

Prior to the individual boarding a Transfer, Flinders Ports requires the individual on behalf of him or herself and the Company to sign this form (the “**Notice**”) to acknowledge agreement with the terms and conditions below. I agree that:

1. I have the authority to acknowledge and agree to the terms set out in this Notice.
2. I will comply with the requirements set out below in respect of each Transfer:
 - I have successfully completed the Flinders Port Holdings pilotage online induction. *To arrange an online induction please contact Flinders Ports Head Office 08 8447 0611.*
 - I will wear enclosed, non-slip footwear.
 - I am physically capable of climbing a pilot ladder.
 - I will wear a personal flotation device (PFD) when on deck of the pilot boat. I will ensure that my harness is attached to the traveller on the rail at all times on the deck.
 - I will report to the ship’s bridge prior to a departure and communicate with the pilot boat crew for instructions prior to going to the ship’s pilot ladder.
 - I will wait for the launch crew to instruct me to descend the pilot ladder and help the launch crew to clip my harness to the traveller before moving to the cabin.

3. I agree to listen to and comply with all instructions given by the pilot boat crew.
4. I will comply with all applicable laws and regulations.
5. I will ensure that any hazards, safety incidents or breaches of these terms and conditions are reported immediately to Flinders Ports by telephone (08) 8440 9008.
6. Notwithstanding any other provision of this Notice, I agree to undertake the Transfer at my 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 from and against all Claims of every kind arising from or out of undertaking or the occurrence of the Transfer, or any act, matter or thing done or performed by me, the Company, visitors or other persons in relation to the Transfer, or any omission of such 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 the personal property belonging to me, the Company or any other person.

In this Notice:

“**Claim**” means any demand, action, claim, cause of action, proceedings, judgment, 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);

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;

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.

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.

This Notice covers only the individual and the Transfer specified on page one. An additional Notice must be signed and provided to Flinders Ports before any additional transfers by pilot boat or additional transfers are undertaken by the individual.

SIGNED:

Name:

Company:

Date:

I, the undersigned, warrant that I am authorised to represent and bind the Company and consequently further acknowledge, warrant and represent that the Company accepts and agrees to be bound by the terms and conditions set out in this Notice:

PLEASE EMAIL THIS COMPLETED AND SIGNED NOTICE TO VTS portops-adl@flindersports.com.au