

SCHEDULE OF SVITZER TARIFFS AND TERMS AND CONDITIONS

ALBANY

- This schedule outlines services provided, charges, fees for additional services and, terms and conditions for safe and efficient tug operations in Albany effective 1st April 2017
- All rates and fees are applied per tug booked
- Services provided by Svitzer will be deemed to be authorised by the vessel owner, agent, or customer, with charges payable in full for those services. Tug tariffs charged by Svitzer as a result of a direction from the Harbour Master, given to the agent, owner or directly to Svitzer, will be deemed to be authorised by the vessel owner or agent.
- Towage rates are charged on the basis of gross tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of Shipping (See below table)
- Tug requirement for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Svitzer Australia
- All Rates are in Australian dollars (AUD)

TOWAGE SERVICE

Vessel GT	Price <i>excl GST</i>	GST	Price <i>incl GST</i>
Up to 1,500 tons	1,998.00	199.80	2,197.80
1,501 to 3,000 tons	2,643.00	264.30	2,907.30
3,001 to 5,000 tons	3,191.00	319.10	3,510.10
5,001 to 7,000 tons	3,782.00	378.20	4,160.20
7,001 to 9,000 tons	4,308.00	430.80	4,738.80
9,001 to 11,000 tons	5,221.00	522.10	5,743.10
11,001 to 13,000 tons	5,952.00	595.20	6,547.20
13,001 to 15,000 tons	6,737.00	673.70	7,410.70
15,001 to 17,000 tons	7,413.00	741.30	8,154.30
17,001 to 20,000 tons	7,564.00	756.40	8,320.40
20,001 to 25,000 tons	7,682.00	768.20	8,450.20
25,001 to 30,000 tons	8,251.00	825.10	9,076.10
30,001 to 35,000 tons	8,563.00	856.30	9,419.30
35,001 tons and over	8,875.00	887.50	9,762.50

OTHER SERVICES

Other Charges	Price <i>excl GST</i>	GST	Price <i>incl GST</i>
Cancellation/ Rescheduling (2 hrs notice)	4,438.00	443.80	4,881.80
Tug hire (per hour)	2,729.00	272.90	3,001.90
Shifts - with main engine			50.00%
Shifts - without main engine			75.00%
Other Services			Upon Negotiation

SUNDRY SERVICES AND SUPPLEMENTARY CHARGES**TIMETABLE FOR ENGAGEMENT OF TUGS**

- The engagement of all tug/s is to be arranged with SVITZER Australia's Albany agent by 1700 hours on the working day prior to the vessel movement.
- Changes to engagement times can be adjusted by advising our Albany Agent not less than two (2) hours prior to the previously nominated time for the vessel's movement.
- In the event of tug/s being ordered and then cancelled or re-scheduled with less than two (2) hours notice, a cancellation/re-scheduling fee of \$4,437.00 (excl. GST) per service may be applied.

SHIFTING OF SHIPS

- Where a tug is used to shift a ship with main engine power, the charge shall be 50% of the rate per tug shown on this schedule for arrival and departure.
- Where the tug is used to shift without main engine power, the charge shall be 75% of the rate per tug shown on this schedule for arrival and departure.

OTHER SERVICES

Charges for tugs to provide sundry or special services (including fire fighting, use of pumps, assistance in oil pollution response, etc) will be by negotiation.

Standard non-emergency tug hire rates and excluding normal harbour services are \$2,729.00 (excl. GST) per hour with a four hour minimum.

TERMS AND CONDITIONS

BOOKING PROCEDURE

A minimum of twenty-four (24) hours prior Notice is required.

PAYMENT TERMS

- Are specified on the invoice issued at the time of service.
- Where extended payment terms of 30 days have been provided to approved customers, the agent is requested to provide details of the ship's Principal at the time of ordering services. If the Agent refuses to provide the principal's details, then the Agent will be deemed to have accepted full responsibility for all charges incurred.
- Invoices outstanding after 30 days may be subject to a late payment charge of 1.5% per month. The customer shall also pay all expenses incurred by Svitzer in recovering the payment of outstanding amounts.
- Ongoing non-compliance of payment terms may result in the 30 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

GENERAL TERMS AND CONDITIONS

- All towage and lines orders received will be carried out to the best of Svitzer's ability. Svitzer does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs by another ship or from any other cause.
- The U.K. Standard Conditions for Towage and Other Services (Revised 1986) (**UKSTC**) shall form part of the agreement for the provision of services by Svitzer. The UKSTC are available at <http://svitzer.com/towage/standard-conditions/standard-conditions>.
- Notwithstanding anything else contained in this agreement and the UKSTC, the Tugowner shall be subject to any implied condition or warranty provided by the *Competition and Consumer Act 2010 (Cth)* (as amended from time to time) (the **Act**). If, and to the extent the Act applies, in which circumstances, the Tugowner limits its liability for breach of such implied condition or warranty to supplying the service again or the payment of the cost of having the service supplied again, as determined by the Tugowner.
- Assistance will be rendered promptly if at any time an incident occurs or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Svitzer reserves the right to negotiate the terms under which such assistance is rendered.
- A minimum of 30 days' notice will be given for any amendments to this schedule, which may be effected by Svitzer from time to time.
- Other surcharges may be imposed by Svitzer with 30 days' notice.
- By ordering tugs or other services, the agent is deemed to acknowledge that the owners, master and agents have been informed of, and have accepted these term and conditions.

CONTACTS

WA Customer Service Centre

24 Hours Tug Control, Operations, Bookings

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