



DP WORLD

Carrier Access Agreement

July 2013 – June 2014

DP World Melbourne Terminal

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CARRIER ACCESS AGREEMENT

2013 – 2014 DP World Melbourne Terminal

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1 Overview

Carrier access to the Terminal (West Swanson Terminal or West Swanson Intermodal Terminal) is by pre-booked timeslots booked through the DP World Vehicle Booking System (**VBS**).

Carriers wishing to use the VBS are required to register or re-register as a VBS user, prior to 1 July each year. A monthly Registration Fee then applies which will be added to the first week's invoice in each month. Access to the VBS may be suspended if the Registration Fee is not paid by the due date of the invoice.

Carriers are issued with a unique Carrier Access Code enabling them to book their timeslots electronically through the VBS on the 1-Stop website.

The level of VBS access to which a carrier is entitled each year is based on the Carrier Class which has been allocated to it. Previously, Carrier Class had been determined by an up-front annual subscription. However, in order to maximise fairness and efficiency, DP World has now introduced an online Carrier Matrix to allocate, in a transparent and traceable way, Carrier Classes based on the extent to which a carrier has previously met KPI requirements embedded within the Carrier Matrix (See 21 Carrier Class Matrix).

Defined terms used in this Agreement are set out in section 29

Please note DP World Melbourne currently operates VBS via the TCS platform at WSIT. However during the term of this Agreement the VBS may be fully integrated into 1-Stop.

2 Registration Requirements

The VBS is only available for booking purposes to bona fide carriers. Bona fide carriers are transport companies that directly manage and operate trucks carrying containers to and from the Terminal.

2.1 Registration Fee

A standard monthly Registration Fee applies to all carriers, as detailed in the registration form which is available from 1-Stop and only one registration per carrier is allowed unless that carrier has multiple ABN numbers

The Registration Fee will be added to the first week's invoice in each month. Access to the VBS may be suspended if the Registration Fee is not paid by the due date of the invoice.

2.2 Carrier Access Codes

Carriers are issued with a unique Carrier Access Code when they first register for the VBS on 1-Stop. Each carrier is responsible for safeguarding its own Carrier

Access Code which must be used each time to log in and book timeslots on the VBS.

Only one user per carrier can make timeslot bookings during a carrier's relevant Carrier Class Booking Period (see section 25.25).

3 VBS Carrier Classes

Each carrier will be registered for one (and only one) Carrier Class which is based on the level of VBS access to which it is entitled.

The Carrier Classes are:

- A Standard Carrier – standard booking times and exclusivity periods as set out in Section 25 – Part A.
- B Major Carrier – enhanced booking times and exclusivity periods as set out in Section 25 – Part B.
- C Country Carriers – Country-based (more than 100 km from the Terminal) with Terminal-specific-booking access time periods as set out in Section 25 – Part C.

4 Time Zone Information

Each day is split into 24 time zones (**Time Zones**) throughout the day from Monday to Sunday (inclusive) as follows:

Daily Timeslot		WST Full		WSIT Full	
Times	Zone ID	IMP	EXP	IMP	EXP
0000 – 0059	00	00I	00E	00M	00X
0100 - 0159	01	01I	01E	01M	01X
0200 - 0259	02	02I	02E	02M	02X
0300 – 0359	03	03I	03E	03M	03X
0400 – 0459	04	04I	04E	04M	04X
0500 – 0559	05	05I	05E	05M	05X
0600 – 0659	06	06I	06E	06M	06X
0700 – 0759	07	07I	07E	07M	07X
0800 – 0859	08	08I	08E	08M	08X
0900 – 0959	09	09I	09E	09M	09X
1000 – 1059	10	10I	10E	10M	10X
1100 – 1159	11	11I	11E	11M	11X
1200 – 1259	12	12I	12E	12M	12X
1300 – 1359	13	13I	13E	13M	13X
1400 – 1459	14	14I	14E	14M	14X
1500 – 1559	15	15I	15E	15M	15X
1600 – 1659	16	16I	16E	16M	16X
1700 – 1759	17	17I	17E	17M	17X
1800 – 1859	18	18I	18E	18M	18X
1900 – 1959	19	19I	19E	19M	19X
2000 – 2059	20	20I	20E	20M	20X
2100 – 2159	21	21I	21E	21M	21X
2200 – 2259	22	22I	22E	22M	22X
2300 – 2359	23	23I	23E	23M	23X

Time Zone slot numbers consist of 9 alphanumeric characters. The first 2 numeric characters indicate the Time Zone based upon the 24-hour clock system. These are followed by 1 alphabetical character to indicate whether the **WST** timeslot is an import (**I**) or an export (**E**) slot or **WSIT** timeslot is an import (**M**) or an export (**X**). The last 6 numeric characters are the sequential timeslot number.

5 Driver Induction and Accreditation

Only drivers who successfully complete Driver Induction and Accreditation Training will be permitted access for service at the Terminal.

A carrier whose truck has been refused access for service because its driver has not being accredited will incur a No Show Fee (see section 18.7) for each timeslot booked for that truck.

DP World will not be responsible for delays incurred while drivers complete Driver Induction and Accreditation Training.

6 General Safety Obligations

Each carrier must ensure that its drivers and any other relevant Workers conduct themselves in a safe manner and comply with all the relevant site policies whilst at the Terminal as outlined in the “Truck Driver – Rules to Live By” document: This document is regularly reviewed, updated and communicated with the industry via appropriate communication channels.

- (a) Carriers must implement, maintain and enforce systems and procedures to ensure their compliance with Health and Safety Legislation.
- (b) Carriers may be required at any time to demonstrate compliance with Health and Safety Legislation at DP World’s discretion.
- (c) Carriers must ensure that all health and safety systems and procedures are drafted by appropriately experienced and qualified persons based on risk assessments conducted by appropriately experienced and qualified persons.
- (d) Carriers must ensure that their drivers and any other relevant Workers are adequately trained, instructed and informed of its health and safety systems and procedures and those relevant to DP World whilst at the Terminal.
- (e) Each carrier must ensure that:
 - i. it immediately reports to DP World (prior to departure from the terminal) any incident including damage to property or other hazards;
 - ii. all drivers and any other relevant Workers are suitably qualified and understand their and Health and Safety responsibilities;
 - iii. all trucks are maintained in good, suitable and roadworthy condition, including the maintenance of speed limiting devices;
 - iv. that its drivers comply with all laws including traffic laws, Chain of Responsibility Legislation and Health and Safety Legislation;
 - v. that it has sufficient number of trucks and drivers to adequately and safely perform the required services contained in this agreement;
 - vi. its drivers and any other relevant Workers are aware of and will comply with the terms of this agreement;
 - vii. its drivers and any other relevant Workers comply with DP World’s reasonable directions whilst at the Terminal; and
 - viii. its drivers and any other relevant Workers take all reasonable steps to ensure that the container(s) and/or load(s) are transported in a safe and secure manner.

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- (f) The Carrier must ensure that it has the experience, skills, proper equipment and resources to fulfil its obligations under this agreement.
- (g) In the event of industry changes, changes to DP World's business circumstances or changes to applicable laws, DP World will advise all parties of the necessary changes to this agreement in advance of implementation..
- (h) If DP World determines in good faith that the continued performance of a driver or any other relevant Workers of the Carrier is not in the best interests of DP World, DP World may request that the Carrier replace the driver, Worker, agent or contractor and the Carrier, subject to all applicable laws, will promptly comply with such a request.

7 Terminal Arrival Procedures

All carriers accessing the Terminal must have entered into the VBS a pre-booked timeslot for every container to be handled, unless an alternative arrangement has been agreed by DP World.

Carriers are required to arrive at the Terminal for container processing from the commencement of the Time Zone and no later than 59 minutes after the commencement of the Time Zone. For example, a truck using a Time Zone 08 slot should arrive between 0800hrs and 0859hrs.

Carriers who arrive early or late may be given access to the Terminal in the sole discretion of DP World.

Outside zone arrivals will be charged a Wrong Zone Fee (see section 18.8).

Carriers who do not utilise their pre-booked timeslot will be charged a No Show Fee.

All carriers must have a DP World-authorized PIN number for each truck which facilitates their entry requirements as per GEK requirements in section 19.

All subcontractors will be issued a PIN number from the transport company they represent.

All non GEK jobs will be issued with an automatically generated random BAT upon entry.

All drivers are required to check that they are carrying the correct container prior to entering or exiting the Terminal. A driver who does not comply with this may be refused entry to the Terminal.

It is mandatory for all drivers to carry and display their MSIC at all times whilst in the terminal.

The MSIC must be presented at the Terminal security gate upon entry. Any driver who does not have an MSIC will be refused entry to the Terminal.

Entry to the Terminal is subject to the DP World conditions of entry detailed on signage at each entry point

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to the Terminal. This includes full compliance with security and Occupational Health & Safety requirements.

DP World reserves the right to alter entry arrangements in order to comply with legislative and procedural requirements.

8 Internet Access

Access to the VBS is by logging onto:

1-Stop at <http://www.1-Stop.biz>

Or TCS at

<https://wstvbs.dpworld.com.au/rweb/RWebSessions.do?link=WSTVBS>

Multiple logins are allowable but only one login is permitted per carrier to book timeslots at any time.

9 Allocation of Timeslots

A pool of timeslots is made available to each Carrier Class during its specific Carrier Class Booking Period (see Section 25).

During its particular Carrier Class Booking Period, a carrier is allowed to book a maximum number of timeslots per Time Zone. This may vary between Time Zones.

At the end of a Carrier Class Booking Period, all Carrier Classes may compete for any remaining un-booked timeslots without any Carrier Class restrictions.

10 Information Requirements

When making a timeslot booking, carriers must accurately enter into the VBS such information as DP World may require from time to time. The following information is illustrative of what DP World may require:

- (a) Whether it is an Import or Export booking.
- (b) For the subject container(s), details about the relevant vessel(s) including ship code and voyage number.
- (c) The commodity group (e.g. Reefer, General, Empty, Out of Gauge or Hazardous).
- (d) Container(s) Length (20', 40' or 45').
- (e) Container(s) number.
- (f) Whether the Container(s) is full or empty.
- (g) Electronic Import Delivery Order (**EIDO**) PIN number.

For timeslot bookings in relation to Import reefer containers, carriers must provide the container number 4 hours before time zone

Carriers who fail to provide an import container number, where required, will have their trucks refused access to the Terminal and carriers will be charged a No Show Fee.

10.1 Import Delivery Times

Carriers may collect Import containers on and from the date and time advertised on 1-Stop or TCS.

10.2 Export Receival Times

Timeslots in relation to Export containers are available for deposit over a set receival period prior to the arrival of the relevant vessel. Export receival dates for each vessel are advertised on 1-Stop or TCS.

11 Documentation Requirements

Carriers must complete and lodge the following documents:

11.1 Exports

An Electronic Receival Advice (**ERA**) must be lodged electronically via 1-Stop for all Export containers (whether full or empty) prior to arrival at the Terminal.

11.2 Imports

An EIDO must be lodged electronically. An ACS Under Bond Movement Authority can only be lodged electronically.

11.3 Hazardous Imports & Exports

Prior to completion of the truck manifest process and entry into the Terminal, a carrier must lodge all relevant hazardous materials documents (e.g. Multimodal Hazardous Goods Form 1) as required by the relevant regulatory body.

Carriers are responsible for ensuring the supply, accuracy and legibility of all lodgements.

12 Container Availability

Only containers that have received the necessary ACS/AQIS clearances will be released. Carriers are responsible for checking that each container is available for delivery prior to arriving at the Terminal. Failure to utilise a timeslot due to ACS/AQIS detention will attract a No Show Fee.

If a truck arrives at the Terminal to pick up a container monies owing due to storage of that container must be paid, or credit terms acceptable to DP World must have been agreed, prior to the truck being manifested.

Carriers who fail to utilise a timeslot due to unpaid storage will be charged a No Show Fee.

13 Timeslot Exchange

DP World provides a "Timeslot Exchange Service" through 1-Stop. Full terms and conditions in relation to this service can be found on 1-Stop or TCS.

If a timeslot booking is successfully swapped using the Timeslot Exchange Service, the responsibility for that timeslot lies with the carrier who has taken that timeslot and will bear the liability for all fees as if it were the original booking carrier.

The original carrier has responsibility until the time of the swap and will incur fees outlined in the rules if the timeslot is not successfully swapped on Timeslot Exchange Service. For the avoidance of doubt, if the slot is not taken after being listed on the service, the original carrier will remain liable for the No Show Fee if it does not ultimately use the slot (see section 18.4).

14 Import and Export Slot Swapping

A carrier may swap its own Import and Export timeslots to facilitate back loading. For example, if a carrier has one or more Import timeslots in Time Zone 09 and one or more Export timeslots in Time Zone 15, the carrier may swap an Import from Time Zone 09 with an Export from Time Zone 15 in order to twin an Import timeslot with an Export timeslot in the same Time Zone. If the carrier has only one timeslot in each zone then slot swapping is not permitted.

15 Changing a Booking

A carrier may, except for container status (Import or Export), change a timeslot's booking information required under Section 10 prior to the relevant truck arriving at the Terminal.

16 Cancellations

A carrier may not cancel a timeslot booking once it has been entered into the VBS.

DP World reserves the right to cancel a Time Zone. At least one hour's notice will be given where possible. DP World will endeavour to assist carriers with replacement timeslots.

17 Bulk Stack Run In & Out

A carrier may, at DP World's discretion, arrange a Bulk Run In and/or Bulk Run Out. All Bulk Run approvals will be according to the Terminal's specific requirements including but not limited to minimal numbers and associated time periods.

Unless otherwise agreed with the Terminal, all Bulk Runs need to be conducted via the online Bulk Stack Run System. The fee for Bulk Run Outs is referred to in section 18.5.

18 VBS Fees

The amount of each fee, exclusive of GST, is listed in the table below section 18.9.

18.1 Carrier Registration Fee

A Registration Fee is payable for each Carrier Class and is the same across all Carrier Classes. This is a monthly fee payable prior to the commencement of each Carrier Class Year and monthly thereafter. The Registration Fee will be added to the first week's invoice in each month. Access to the VBS may be suspended if the Registration Fee is not paid by the due date of the invoice.

18.2 Slot Fee

Carriers will incur a VBS Administration Fee per timeslot booked. VBS Administration Fees are payable within 14 days of invoice date.

18.3 Exchange Slot Fee

If a booking is listed using the "Timeslot Exchange Service" and not utilised by any other carrier a No Show penalty will apply to the carrier. If the timeslot is utilised by another carrier normal charges applicable (refer VBS Fees Table) will transfer to the new carrier. Note whether the slot is utilised by another carrier or not the Exchange Slot fee will still apply to the original carrier.

18.4 Bulk Run Ins

DP World will **NOT** charge any fee for Bulk Run Ins of empty containers done and completed via 1-Stop/GEK.

For **Non-Auto** Bulk Run In Full containers \$5.27 per container will apply. **Non** Bulk Run In Empty \$1000 for the first 100 containers will apply and \$10.00 per container thereafter.

18.5 Bulk Run Outs

A Bulk Run Out Fee of \$2.72 will be incurred per Full or Empty container in each Bulk Run Out.

18.6 Manual Processing fee

A Manual Processing Fee will apply to any container which is not manifested via the VBS auto gate screen for the corresponding timeslot.

18.7 No Show Fee

Carriers who book timeslots but fail to arrive for the booking or to process a container will incur a No Show Fee per timeslot, unless the carrier was unable to make the

timeslot due to delays caused and acknowledged by DP World. These fees are payable within 14 days of invoice date.

18.8 Wrong Zone Fee

Carriers who book timeslots, but fail to arrive for the booking within the nominated Time Zone, will incur a Wrong Zone Fee per timeslot, unless the carrier was unable to meet the timeslot due to delays caused and acknowledged by DP World. These fees are payable within 14 days of invoice date.

18.9 VBS Fees Table

Fee Type	Amount	Period
Registration	\$5.27 per month	1 July 2013 to 30 June 2014
VBS Administration	\$5.92 per slot	
Bulk Run In – Non GEK	\$5.27 per full container	
	Non Auto \$1000 first 100 empty containers - \$10.00 per container thereafter	
Bulk Run Out	\$2.72 per full or empty container in	
Manual Processing	\$120 per job excluding RTS containers	
No Show	\$110 per slot	
Wrong Zone	\$55 per slot	
Exchange Slot	\$55 per cancellation	
1-Stop Carrier Cancellation / Reconnection	\$120 per reconnection	
RFID	\$90 per tag	

18.10 Failure to Pay

If the balance of VBS Administration Fees, No Show Fees and Wrong Zone Fees is not paid when due, DP World may suspend a carrier's access to both the Terminal and the VBS.

If a carrier is disconnected from 1-Stop due to non-payment of fees then a 1-Stop reconnection fee of \$120 will be charged to the carrier

18.11 Delays Caused by Terminal

If, as the result of fault on the part of DP World, a 'B' Class Carrier is delayed for more than two hours (i.e. from the time the relevant truck is processed to the time the job is completed) per single container or three hours for a multiple-container vehicle, DP World will accept claims relating to periods in excess of two and three hours respectively for reasonable out-of-pocket costs to a limit of \$500 per incident up to a total maximum amount of \$10,000 in any one year (July 1 to June 30).

19 GEK (Gate Entry Keypad)

All trucks entering DP World Melbourne will require a PIN number to facilitate use of GEK. The same PIN number is used to activate truck grid location.

20 Terminal Contact Details

Key terminal telephone and email contacts are:

For Current/Future Timeslots Enquires:

Receival & Delivery Coordinator 9680 0817
Email: WST.RD@dpworld.com.au

For Import/VBS Fees/Penalty Enquires:

Email: WST.Transport@dpworld.com.au

21 Carrier Class Matrix

The Carrier Matrix determines the Carrier Class to which a carrier is entitled and in turn its level of VBS access for each Carrier Class Year.

The Carrier Matrix ranks carriers according to the extent to which a carrier has met the KPI requirements embedded in the Carrier Matrix for the previous Carrier Class Year.

Each carrier will, via the VBS, be able to access its current KPI performance.

Rolling average scores will be generated weekly on the VBS enabling a carrier to confirm its current Carrier Class and, based on its score to date, assess the Carrier Class to which it would be entitled in the following Carrier Class Year.

For the first Carrier Class Year (1 July to 30 June) each carrier will retain its current Carrier Class once registered. The first review to the Carrier Matrix will occur prior to 30 June for the next Carrier Class Year. The Carrier Matrix and each Terminal's specific KPI weighting is available on 1-Stop.

22 Liability, Indemnity and Insurance

The carrier must indemnify and keep indemnified DP World in respect of any loss or damage or death or injury to any person as a consequence of:

- (a) any breach of this Agreement by the carrier, its drivers, agents or contractors;
- (b) any negligent act or omission or wilful misconduct of the carrier, its drivers, agents or contractors; and
- (c) any damage to DP World's property where such damage is the fault of the carrier, its drivers, agents or contractors,

except to the extent that such loss or damage is caused by a breach of this Agreement or an act or omission constituting negligence or wilful misconduct by DP World.

Carrier agrees to pay DP World all reasonable costs and expenses resulting from damage or loss within 14 days from presentation of invoice. Non payment may result in Carrier and/or VBS access being suspended.

DP World must indemnify and keep indemnified the carrier in respect of any loss or damage or death or injury to any person as a consequence of:

- (a) any breach of this Agreement by DP World;
- (b) any negligent act or omission or wilful misconduct of DP World; and
- (c) any damage to the carrier's property where such damage is the fault of DP World.

except to the extent that such loss or damage is caused by a breach of this Agreement or an act or omission constituting negligence or wilful misconduct by the carrier, its drivers, agents or contractors.

Insurance

All Carriers accessing the Terminal must hold the following insurances:-

- (a) third party general liability cover;
- (b) auto liability/ motor vehicle insurance
- (c) workers compensation cover

Such covers are required always to be current and valid and carriers are required to provide a copy of the current certificate of currency evidencing such to DP World upon request.

23 Dispute Resolution

If any dispute arises between DP World and a carrier, the parties must attempt in good faith to negotiate a resolution of the dispute.

If after 10 working days (or any longer period as may be agreed) the parties are unable to reach a resolution, the dispute must be referred to their respective general managers (or their nominees) who must have authority to resolve the dispute.

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The parties' general managers must use their reasonable endeavours and act in good faith in an attempt to resolve the dispute.

Except where urgent injunctive relief is sought, a party must not commence court proceedings unless it has attempted to comply with the provisions of this section and either the other party has failed to comply or the attempts to resolve the dispute have failed.

24 GST

All amounts required to be paid under this Agreement are expressed exclusive of GST and GST must be paid in addition and at the same time upon presentation of an appropriate tax invoice.

25 Carrier Classes – Rules & Terms

WST – Booking Access Times

Export timeslots open 48 hrs in advance Monday to Friday. Imports timeslots open 48 hrs in advance Monday to Friday

At 1030hrs on Friday Import and export timeslots bookings are released for Saturday and Sunday. Access to these times is available to all carrier classes.

WST – Booking Access Times

Part A – 'A' Class Carriers

25.1 'A' Class Carrier Booking Access Times

Timeslot bookings open 48 hours in advance for Export/Import Bookings from 0815hrs 0915

Up to 0915hrs of the A Class Booking Period, each 'A' Class carrier has exclusive access to the A Class allocation subject to any maximum number of timeslots per carrier per Time Zone booking limit.

From the end of the A Class Booking Period and while ever a timeslot is showing as available on the VBS, 'A' Class Carriers have access, in common with all other Carrier Classes without restriction, to any remaining un-booked timeslots.

These times are subject to change by DP World.

Part B – 'B' Class Carriers

25.2 'B' Class Carrier Booking Access Times

Timeslot bookings open 48 hours in advance for Export/Import Bookings from 0715hrs to 0915hrs (**B Class Booking Period**),

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From the end of the B Class Booking Period and while ever a timeslot is showing as available on the VBS, 'B' Class Carriers have access, in common with all other Carrier Classes without restriction, to any of the remaining un-booked timeslots.

These times are subject to change by DP World.

Part C – 'C' Class Carriers

25.3 'C' Class Carrier Booking Access Times

Timeslot bookings open 48 hours in advance for Export/import Bookings from 0745hrs to 0915hrs (**C Class Booking Period**),

At 0915hrs until the end of the C Class Booking Period, 'C' Class Carriers have exclusive access to any remaining unbooked timeslots from the total 'C' class allocation pool.

From the end of the C Class Booking Period and while ever a timeslot is showing as available on the VBS, 'C' Class Carriers have access, in common with all other Carrier Classes without restriction, to any remaining un-booked timeslots.

These times are subject to change by DP World.

26 Chain of Responsibility

- (a) DP World takes its responsibilities under Chain of Responsibility legislation seriously.
- (b) It is a condition of entry to the Terminal that Carriers ensure they comply with all Chain of Responsibility Legislation.
- (c) Carriers must implement, maintain and enforce systems and procedures to ensure their compliance with Chain of Responsibility legislation, including but not limited to requirements for dimensions, mass, load restraint and fatigue.
- (d) Carriers may be required at any time to demonstrate compliance with the Chain of Responsibility legislation at DP World's discretion.
- (e) Carriers must ensure that their Chain of Responsibility systems and procedures are drafted by appropriately experienced and qualified persons based on risk assessments conducted by appropriately experienced and qualified persons.
- (f) Carriers must ensure that their drivers and any other relevant Workers are adequately trained, instructed and informed of the Carrier's Chain of Responsibility systems and procedures and those relevant to DP World whilst at the Terminal.
- (g) Carriers must ensure that they will provide the appropriate trucks for transportation use in accordance with the information provided to it including but not

limited to information regarding dimensions, mass and load restraint.

- (h) Without limiting the obligations referred to section 6, in assisting DP World to achieve compliance and the Carriers own compliance, its drivers and any other relevant Workers at the Terminal, the Carrier must:
- i. understand and follow DP World's relevant Chain of Responsibility systems and procedures at the Terminal;
 - ii. comply with all reasonable requests of DP World;
 - iii. comply with their own Chain of Responsibility obligations; and
 - iv. review operators' and/or drivers' compliance with Chain of Responsibility Legislation, and provide accurate and up to date Chain of Responsibility systems and procedures to DP World when requested by DP World.

26.1 Truck Mass Limits

It is the carrier's responsibility to ensure that the individual axle group weights and gross mass of their trucks are within the legal limits to cart loads into and out of the Terminal.

Carriers must ensure that equipment used to carry cargo to and from the Terminal complies with all legal requirements and weight restrictions and is adequately and appropriately maintained and fit for purpose.

Carriers must ensure that accurate cargo weight advices are provided to DP World.

DP World relies on cargo weight advices supplied by shipping lines, carriers and the other parties in the supply chain as being true and correct and will be under no liability if any such advices are inaccurate or incorrect.

26.2 Fatigue Management

Carriers are required to ensure that drivers do not exceed their maximum regulated hours for driving and working.

Carriers must implement, maintain and enforce fatigue management policies and procedures which comply with the Chain of Responsibility Legislation and the Health and Safety Legislation.

Whilst the terminal shall assist as much as practicable by notifying delays, all carriers are responsible for managing their drivers' hours. Carriers must change over drivers who have worked their maximum number of hours. Where a carrier does not have the ability to replace a driver, the carrier must cancel the move and withdraw the truck from the Terminal.

Carriers may be required by DP World at any time to demonstrate compliance with fatigue management requirements. Carriers found to be non-compliant may have their access suspended until they can demonstrate that effective procedures have been implemented to ensure compliance with the law.

26.3 Entry

The Terminal has rules covering traffic flow directions and procedures for all vehicles in the terminal including designated standing areas for drivers. Drivers and any other relevant Workers must also comply with the matters contained in the "Truck Driver Rules to Live By" document as amended from time to time... These are in place for the safety of drivers, Terminal workers and other visitors. Entry into the Terminal obligates operators and their workers to adhere to these safety instructions. No children are allowed in the Terminal area.

Passengers for the purpose of driver training may be permitted entry subject to possession of a valid MSIC and being granted an entry authority letter from the Terminal PFSO or as delegated. Passengers are also required to follow the Terminal traffic management rules and comply with the "Truck Driver Rules to Live By" document

26.4 Safety Clothing & Personal Protective Equipment

All drivers must wear the mandatory personal protective equipment (PPE) for the terminal - a high visibility vest or high visibility clothing, safety shoes, hard hat and safety eyewear. The said PPE should comply with the relevant Australian Standards.

27 Dangerous Goods

- (a) DP World takes its obligations in relation to the transport of dangerous goods seriously.
- (b) Carriers and their Workers must comply with all Dangerous Goods Legislation.
- (c) Without limiting the matters referred to section 6, in assisting DP World to achieve compliance and the Carriers own compliance, its drivers and any other relevant Workers at the Terminal must:
 - i. understand and follow DP World's transport of dangerous goods systems and procedures at the Terminal;
 - ii. comply with all reasonable requests of and directions by DP World;
 - iii. comply with its own transport of dangerous goods legislative obligations; and
 - iv. conduct reviews of prime contractors' and/or drivers' compliance with transport of dangerous goods legislation, and provide accurate and up to date transport of dangerous goods systems and procedures when requested to DP World.
- (d) Carriers must implement, maintain, and enforce dangerous goods transportation policies and procedures

to ensure their compliance with relevant dangerous goods legislation.

- (e) Carriers must ensure that their dangerous goods transportation systems and procedures are drafted by appropriately experienced and qualified persons based on risk assessments conducted by appropriately experienced and qualified persons.
- (f) Carriers must ensure that their drivers and any other relevant Workers are adequately trained, instructed and informed of the dangerous goods transportation systems and procedures and those relevant to DP World whilst at the Terminal.
- (g) Carriers may be required at any time to demonstrate compliance with relevant dangerous goods transportation legislation at DP World's discretion.
- (h) Without limiting this section 27, the Carrier must continue to comply with the requirements of section 11.3.

28 Unforeseen Events

If a party is affected by the following events or circumstances, then the obligations to perform under this Agreement are suspended for the duration of the delay.

- (a) significant weather events which cause interruption or cessation of Terminal operations and/or truck movements.
- (b) acts of or instructions from any external regulator or emergency services provider that has an impact on the ability of the Terminal to operate road receipt/delivery.
- (c) utility, lighting or other power outage, failure or diminution in supply that impacts the Terminal's operations.
- (d) IT systems outage or interruption that impacts the Terminal's operations including the ability to manage road receipt/delivery tasks.
- (e) Road or port closure within the port precinct.
- (f) any other Force Majeure type of event or circumstance affecting a party outside its reasonable control, including without limitation, fire, flood, drought, storm (or other adverse weather conditions), lightning, act of God, peril of sea or air, explosion, radioactive or chemical contamination, sabotage, accident, embargo or trade restriction, blockade, labour dispute, strike or shortage, civil commotion, curfew, act of war, actual or threatened act of terrorism, pressure waves caused by aircraft or other devices, meteorites, epidemic, plague or quarantine.

29 Recovery Expenses

Subject to the provisions of any applicable legislation, the Carrier agrees to pay and reimburse DP World on demand for all legal costs, stamp duty or other costs or expenses suffered or incurred by DP World in respect of the preparation of any agreements, personal guarantees, securities or other documentation required by DP World to document or secure the provision of credit to the Carrier together with all collection and enforcement costs and expenses which DP World may suffer or incur in connection with the supply of services or provisions of credit to the Carrier including (without limitation) legal costs on a full Indemnity basis.

30 Interest

After the due date of payment, DP World may charge the Carrier interest on outstanding amounts payable, calculated on a daily balance, at the rate of the then current Cash Rate Target published by the Reserve Bank of Australia increased by 4%

31 Account Keeping Fees

DP World may charge the Carrier an account service fee of 2.0 per cent per month on all outstanding amounts owed by the Carrier to DP World both before and (as a separate independent obligation) after any judgment.

32 Miscellaneous

DP World provides access to the VBS and the Terminal on the terms and conditions set out in this Carrier Access Agreement.

By completing and lodging registration forms and continuing to make bookings on the VBS, the carrier agrees that these terms and conditions govern the relationship between the carrier and DP World to the exclusion of any other terms and conditions, unless otherwise agreed to in writing by DP World.

DP World reserves the right to amend this Agreement and alter the terms and conditions of the VBS, including fees, from time to time.

33 Definitions

Carrier means authorised person(s), company, contractor, sub-contractor or guarantor as referenced and signed in the Vehicle Booking System (VBS) registration form

Carrier Class means the level of VBS access allocated to a carrier based on the extent to which it meets the Matrix criteria.

DP World Carrier Access Agreement

July 1st 2013– June 30th 2014

Carrier Class Year means each 12 month period commencing on 1 July and ending on 30 June.

Carrier Matrix means the spreadsheet attached to this Agreement and displayed on 1-Stop, containing the KPIs and accompanying Terminal-specific weightings which will determine an individual carrier's Carrier Class for a Carrier Class Year.

Chain of Responsibility Legislation means Acts, Regulations, Codes of Practice and Australian Standards in each relevant Australian jurisdiction which deals with chain of responsibility obligations and compliance, and which is in force and amended from time to time.

Dangerous Goods Legislation means Acts, Regulations, Codes of Practice and Australian Standards in each relevant Australian jurisdiction which deals with dangerous goods or hazardous substances obligations and compliance, and which is in force and amended from time to time.

Driver Induction and Accreditation Training means the Terminal-specific safety and terminal-access training provided by DP World to all carrier drivers.

Employees include a contract carrier, independent contractor or owner driver whether incorporated or not

Health and Safety Legislation means Acts, Regulations, Codes of Practice and Australian Standards in each relevant Australian jurisdiction which deals with health and safety obligations and compliance, and which is in force and amended from time to time..

Terminal means the DP World Melbourne terminals located West Swanson Terminal, Mackenzie Road, West Melbourne or West Swanson Intermodal Terminal, Coode Road, West Melbourne, Victoria.

Worker is defined in accordance with the Health and Safety Legislation, and includes references to Employees.

VBS means the Vehicle Booking System operated by DP World through 1-Stop;

1-Stop means <http://www.1-Stop.biz>, the website platform through which DP World operates the VBS

Where the context permits references to "DP World" and "Terminal" are references to DP World Melbourne Terminal and ABN 52 000 049 301



DP WORLD
Melbourne

West Swanson Terminal
Mackenzie Road
West Melbourne VIC 3003
GPO Box 4732
Melbourne VIC 3001

Telephone +61 3 9680 0700
Facsimile +61 3 9687 4482
www.dpworld.com

West Swanson Terminal
Vehicle Booking System Registration – Application / Renewal
1st July 2013 to 30th June 2014

Company Details

Company Name:
ABN:
Current Carrier Access Code:
Address:
Suburb:
State: Postcode:

Billing Address

Please complete this section if your billing address is to be different from that above.

Contact Name:
Address:
Suburb:
State: Postcode:
Telephone:
Email:

Prime Contact:

This will be our first contact point for all matters relating to your registration and 1-Stop subscription (if applicable – see below).

Title: First Name:
Surname:
Telephone:
Fax:
Email:
Mobile:

VBS Contact

This will be the terminal's first contact point for any operational matters associated with the VBS.

Title: First Name:
Surname:
Address:
Suburb:
State: Postcode:

Telephone:

Fax:

Email:

Mobile:

Other Users

You may use this section to nominate up to 3 other 1-Stop users in your company.

Title: First Name:

Surname:

Telephone:

Email:

Mobile:

Title: First Name:

Surname:

Telephone:

Email:

Mobile:

Office Use Only:

Acknowledgement Signed <input type="checkbox"/>	Customer Guarantee Signed: <input type="checkbox"/>	EXPRESS Updated: <input type="checkbox"/>
1-Stop Updated: <input type="checkbox"/>	Contacts Updated: <input type="checkbox"/>	Confirmation Letter: <input type="checkbox"/>



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**West Swanson Terminal
Vehicle Booking System Registration – Application / Renewal
1st July 2013 to 30th June 2014**

Terms and Conditions

Acceptance of your application to the VBS is conditional upon your acceptance and compliance with the terms and conditions set out in the Carrier Access Agreement. By submitting your application, you make DP World Melbourne an offer to use the VBS in accordance with the Terms and Conditions set out in the Carrier Access Agreement. By accepting your application, DP World Melbourne accepts your offer to use the VBS in accordance with the Terms and Conditions set out in the Carrier Access Agreement.

DP World Melbourne will confirm acceptance (and advise the VBS access code) or return the registration requesting more information, within 7 days of receipt. If any applicant information is incorrect or misleading, DP World reserves the right to terminate the VBS access within 7 days notice.

All Carriers will be required to register their ABN with 1-Stop at www.1-stop.biz

Carriers will also be required to comply with the Terms and Conditions of the 1-Stop information Service.

Acknowledgement Terms and Conditions

I/We of confirm our acceptance of Terms and Conditions set out in the Carrier Access Agreement and agree to comply with them in the event that our application for registration to the VBS is accepted.

Signed: Date:

Name:

Position Title:

For Further Assistance:

VBS Related Enquiries:
Telephone (03) 9680 0817

Accounts Related Enquiries including Registration Form:
Telephone: (03) 9680 0707

Email: wst.transport@dpworld.com.au



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1st July 2013 to 30th June 2014

Subscription Payment

VBS subscriptions will be invoiced on the first invoice of every month. The following payment will be accepted for all invoice payments.

Bank: Commonwealth Bank
BSB: 062 000
Account: 1044 4971
Name: DP World Australia Limited
Please email remittance to: dianne.mcdonald@dpworld.com

Payment via cheque is also available.

Customer Guarantee

I/We, being a
of the business known as in consideration of
either DP World Australia Ltd or DP World Melbourne Ltd agree to supply services to the aforementioned
business at the request of the Directors, I/We agree to jointly and severally personally guarantee the
performance of all obligations and payment of debt incurred by the aforementioned business.

This is a continuing and irrevocable guarantee for all monies which are now or may be from time to time
owing or remaining unpaid by the aforementioned business whether or not the obligation or debt arose or
arises in this or an earlier or later financial period, and whether or not such obligation or debt is guaranteed by
another person or persons.

Under Section 18E(8)(c) of the Privacy Act The Company is allowed to give a credit reporting agency
personal information about your Credit Application. This relates to both the business and the guarantors. The
information which may be given to an agency is covered by Section 18E (1) of the Act and includes



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- Identity Particulars (such as full name, including any known aliases, sex and date of birth).
- A maximum of 3 addresses consisting of a current or last known address and two immediately previous addresses.
- Name of current or last known employer.
- Driver's Licence number.
- The fact that you have applied for credit and the amount.
- The fact that the Company is a current credit provider to you.
- Payments which become overdue more than sixty days and for which collection has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by you which have been dishonoured more than once.
- In specified circumstances, that in the opinion of The Company you have committed a serious credit infringement.
- That credit provided to you by The Company has been paid or otherwise discharged.

If The Company considers it relevant to assess my/our Application for Personal Credit, I/we agree to The Company obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

If The Company considers it relevant to assessing my/our Application for Commercial Credit, I/we agree to The Company obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by The Company.

If The Company considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to The Company receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

I/We agree that The Company may give to and seek from any credit providers named in this Credit Application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/We understand the information exchanged may be used for the following purposes:-

- To assess an Application by me/us for credit, and I/we acknowledge that this document applies to us as individuals, and, if applicable, as Directors and Shareholders of the Applicant if a Company.
- To notify other credit providers of a default by me/us, and for that purpose may provide such information to credit reporting or listing agencies.
- To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers.
- To assess my/our credit worthiness.



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Signed:

Signed:

Date:

Date:

Name:

Name:

Position:

Position:

NOTE: The person or persons who sign this guarantee must be a Director, Secretary or Shareholder of the business. A Manager is NOT an acceptable person.