

PORT OF GEELONG
GEELONGPORT PTY LTD (ABN 50 003 996 594)

Application for Facility Hire

Part One* - APPLICATION FORM

This Application must be completed and submitted to GeelongPort Pty Ltd (**GeelongPort**) before the commencement of facility hire.

The facility to be hired is the wharf apron adjacent to the berth that GeelongPort allocates to the relevant Vessel (**Facility**).

* This Application for Facility Hire (**Application**) comprises two parts, being this Application Form (Part One) and the Contract Formation Section (Part Two).

1. Applicant's Details (all information must be completed)				
Full Name	(Applicant)			
	<small>(full legal name including Pty Ltd, Limited and other designations)</small>			
Applicant's capacity	agent/vessel owner/charterer/vessel manager/cargo consignee/cargo consignor/other			
	<small>(delete as appropriate)</small>			
Applicant's Address				
Applicant's ABN/ACN/ARBN				
Contact Person		Mobile		Phone
Postal Address				
Fax		E-mail		
2. Port User's Details				
<small>(to be completed where the Applicant is making this Application as an agent on behalf of a vessel owner, charterer or vessel master)</small>				
Full Name	(Port User)			
	<small>(full legal name of Applicant's client)</small>			
Port User's Address				
Port User's ABN/ACN/ARBN				
3. Vessel				
Vessel owner				
Vessel name				
Coming from		Next Port		
4. Berth				
Preferred Berth				
Reason (if any)				
5. Cargo				
Type of Cargo		Cargo tonnage		
6. Special Conditions				

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Part Two - CONTRACT FORMATION SECTION

1. Allocation of the Facility will always be subject to availability and suitability for the use intended by the Applicant or the Port User. GeelongPort will determine availability, suitability and allocation of the Facility in its absolute discretion.
2. If the Applicant or the Port User (**User**) is allocated or otherwise given access to the Facility by GeelongPort then the User will be automatically bound by a contract with GeelongPort Pty Ltd that contains the terms and conditions set out in GeelongPort's Port Standards and Procedures (incorporating and GeelongPort's Rates and Charges and the VRCA's Handbook) (**Terms and Conditions**). Copies of these important Terms and Conditions can be obtained:
 - (a) by submitting a request by fax on (03) 5272 1560 marked for the attention of the Port Operations Manager; or
 - (b) by calling in person at GeelongPort's office; or
 - (c) from the port information posted on the website www.geelongport.com.au or any other website advised by GeelongPort from time to time,however copies of the VRCA's Handbook (*Victorian Regional Channels Authority Port Waters of Geelong's Operating Handbook 2005* as updated or amended from time to time) are only available from the Victorian Regional Channels Authority or on the VRCA's website, www.regionalchannels.vic.gov.au.
3. The User is responsible for checking the Terms and Conditions from time to time to ascertain whether or not additions or variations have been made.
4. Nothing will create any tenancy, estate or proprietary interest of any kind in or over the Facility in favour of the User.
5. Without limiting anything in the Terms and Conditions, the Applicant and the Port User shall be jointly and severally liable for the payment of all charges imposed by GeelongPort in relation to the hire or use of the Facility.
6. Except to the extent that any rights or warranties cannot be excluded or limited as a matter of law, the liability of GeelongPort to the Applicant and the Port User for anything arising out of the use of the Facility in the Port of Geelong shall be strictly limited to either of the following remedies as elected by GeelongPort:
 - (a) the re-supply of an equivalent facility; or
 - (b) the payment of the costs necessary to have the Facility supplied again.
7. The Applicant:
 - (a) if it is submitting this Application on behalf of a Port User, warrants that it has the Port User's authority to submit this Application and has the Port User's authority to bind the Port User to the Terms and Conditions;
 - (b) undertakes to pay all of the fees and charges incurred in connection with the hire or use of the Facility that are allocated to the User by GeelongPort following the submission of this Application;
 - (c) acknowledges that by submitting this Application electronically or by any other means (with or without any signature) it will be deemed to have executed this Application and accepted the Terms and Conditions; and
 - (d) undertakes to advise any Port User for whom it is acting of the Terms and Conditions.

Signed for and on behalf of the Applicant

Office Use Only

Signature:.....

Berth Allocated:

Signatory's Name:.....

Date and time Vessel berthed:

Position:.....

Date and time of Vessel departure:

Date:.....

Comments: