

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

**Application for Port Services for Vessels**

**Part One\* - APPLICATION FORM**

This Application must be completed and submitted to GeelongPort Pty Ltd (**GeelongPort**) before port services are required for a Vessel in the Port of Geelong.

\* This Application for Port Services for Vessels (**Application**) comprises two parts, being this Application Form (Part One) and the Contract Formation Section (Part Two).

<b>1. Applicant's Details</b> (all information must be completed)					
Full Name		<b>(Applicant)</b>			
(full legal name including Pty Ltd, Limited and other designations)					
Applicant's capacity		agent/vessel owner/charterer/vessel manager/cargo consignee/cargo consignor/other			
(delete as appropriate)					
Applicant's Address					
Applicant's ABN/ACN/ARBN					
Contact Person		Mobile		Phone	
Postal Address					
Fax		E-mail			
<b>2. Port User's Details</b>					
(to be completed where the Applicant is making this Application as an agent on behalf of a vessel owner, charterer or vessel master)					
Full Name		<b>(Port User)</b>			
(full legal name of Applicant's client)					
Port User's Address					
Port User's ABN/ACN/ARBN					
<b>3. Vessel</b>					
Vessel owner		Vessel name			
Gross tonnage					
Coming from		Next Port			
<b>4. Berth</b>					
Preferred Berth		Estimated time of arrival			
Reason (if any)					
<b>5. Cargo</b>					
Type of Cargo					
<b>6. Port Services</b> (tick as required)					
Garbage collection					
Lights	Wharf				
	Cargo				
	Open storage		Location		
	Cargo shed		Location		
		Connect on Berthing	Connect between 8am-5pm weekdays		
Water					
Telephone On					
<b>7. Special Conditions</b>					

**Application for Port Services for Vessels**

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**Part Two - CONTRACT FORMATION SECTION**

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1. Allocation of the Port Services 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 Port Services in its absolute discretion.
2. If the Applicant or the Port User (**User**) is allocated or otherwise given access to the Port Services 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](http://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](http://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 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 any Port Services.
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 Port Services 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 service; or
  - (b) the payment of the costs necessary to have the Port Services 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 Port Services 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.

Date:.....

Signature of Applicant:.....

Name of signatory:.....

**Office Use Only:**

**Berth Allocated:.....**

**Date and Time Vessel Berthed:.....**

**Date and Time of Vessel Departure:.....**

**Comments**