

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

**Application for Use of Storage or Laydown Area**

**Part One\* - APPLICATION FORM**

This Application must be completed and submitted to GeelongPort Pty Ltd (**GeelongPort**) before the use of any storage facilities, storage areas or laydown areas in the Port of Geelong.

\* This Application for Use of Storage or Laydown Area (**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/stevedore/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, vessel manager, cargo consignee, cargo consignor or other)				
Full Name	<b>(Port User)</b>			
	(of Applicant's client)			
Port User's Address				
Port User's ABN/ACN/ARBN				
<b>3. Storage and Laydown Area details</b>				
Location requested				
Area requested (m <sup>2</sup> )				
Goods or Product to be stored				
<b>4. Period of Use</b>				
Commencement date		End date		
<b>5. Other information</b>				

The Applicant 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 its terms.

Where the Applicant is submitting this Application on behalf of a Port User, the Applicant warrants that it has the Port User's authority to submit this Application and bind the Port User and its related entities to the Contract pursuant to Part Two and the Applicant undertakes to advise the Port User for whom it is acting of the Contract terms.

**Signed for and on behalf of the Applicant/Port User:**

**Signature** .....**Signatory's Name** .....**Date**.....

## Application for Use of Storage or Laydown Area

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### Part Two - CONTRACT FORMATION SECTION

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1. In this part:
  - (a) **Customer** means:
    - (i) the Applicant if the Applicant is making this Application on its own behalf; or
    - (ii) means the Port User and its related entities if the Applicant is making this Application on behalf of the Port User.
  - (b) **Port** has the meaning given in the Port Standards and Procedures.
  - (c) **Port Standards and Procedures** means Port Standards and Procedures referred to in clause 2.
  - (d) Unless otherwise defined in the Application Form or in this part, capitalised words and expressions used in this part will have the meanings given in the Port Standards and Procedures.
2. As soon as any of the following events occur or arise out of this Application:
  - (a) any conditional or unconditional authorisation, consent or permit is given to the Customer (or any related people or entities) by GeelongPort or any officer of GeelongPort with respect to the use of any storage facility, storage area or laydown areas in the Port; or
  - (b) the Customer (or anyone employed by or contracted to the Customer) commences use of any storage facility, storage area or laydown area in the Port or enters or uses the Port for any purpose,

the Customer will be bound irrevocably by a contract with GeelongPort, which comprises the details and terms set out in this Application (including any additional details or revisions to this Application that occur during the Application process), all terms and conditions set out in GeelongPort's Port Standards and Procedures (as amended from time to time), GeelongPort's Rates and Charges (as defined in the Port Standards and Procedures and as amended from time to time) (**Schedule of Rates**) and the VRCA Handbook (as defined in the Port Standards and Procedures and as amended from time to time) (**Contract**).
3. Copies of the Port Standards and Procedures and the Schedule of Rates may be obtained from GeelongPort's website [www.geelongport.com.au](http://www.geelongport.com.au) or by submitting a request to GeelongPort by facsimile or telephone or by calling in person at GeelongPort's office. Copies of the VRCA Handbook are available from the Victorian Regional Channels Authority or on the VRCA website [www.regionalchannels.vic.gov.au](http://www.regionalchannels.vic.gov.au).
4. Under the Contract, the Customer has a contractual licence to enter the Port and use any storage facility, storage area or laydown areas that is allocated by GeelongPort and the term of the licence shall, in the absence of any written agreement to the contrary, run as follows (unless terminated earlier):
  - (a) for the term designated by GeelongPort in any authorisation, consent or permit that arises out of this Application or any subsequent Application (**Fixed Term**); or
  - (b) in the absence of a Fixed Term, for a term that runs at the will of GeelongPort (**Ad Hoc Term**) and GeelongPort can terminate an Ad Hoc Term with immediate effect at any time and for any reason by giving the Customer a notice of termination (being a notice that may given verbally or in writing).
5. In cases where the initial Fixed Term or Ad Hoc Term has expired or has been terminated, the Contract shall continue to bind the Customer every time that the Customer (or anyone employed by or contracted to the Customer) enters or uses the Port or uses any storage facility, storage area or laydown area in the Port after the time of expiry or termination (**Expiry Point**). In the absence of any new Fixed Term being designated by GeelongPort after an Expiry Point, the Ad Hoc Term shall apply on every occasion that the Customer (or anyone employed by or contracted to the Customer) enters or uses the Port or uses any storage facility, storage area or laydown area in the Port.