

# STANDARD TERMS AND CONDITIONS

Melbourne International RoRo & Auto Terminal Pty Ltd (**MIRRAT**) operates the Melbourne International RoRo & Automotive Terminal at Webb Dock West, Melbourne (**Terminal**).

MIRRAT will supply the Access Services to the Terminal User and the Terminal User will acquire the Access Services from MIRRAT on the following terms and conditions.

MIRRAT has committed to PoMC and the ACCC to comply with the Open Access Conditions in the performance of its obligations under these Standard Terms and Conditions.

## 1 PROVISION OF ACCESS SERVICES

- (a) MIRRAT will provide the Access Services at the Terminal to the Terminal User subject to these Terms and Conditions.
- (b) MIRRAT warrants that the Access Services will be provided with all reasonable skill and care and MIRRAT will use reasonable endeavours to provide:
  - (i) a safe operating environment at the Terminal; and
  - (ii) the Access Services efficiently to Terminal Users,
 but, without limitation to the other provisions of these Terms, MIRRAT is not liable for delays caused by circumstances beyond MIRRAT's control.
- (c) MIRRAT will provide such management, supervision, labour, materials handling equipment and clerical services as it deems necessary in relation to:
  - (i) the Cargo and/or Containers; and
  - (ii) any road vehicles, rail wagons or vessels using the Terminal.
- (d) MIRRAT reserves the right, in its reasonable discretion, to:
  - (i) refuse the provision of Access Services where Terminal User does not or does not continue to satisfy the selection criteria established by MIRRAT for the supply of Access Services; and
  - (ii) suspend or terminate the provision of Access Services in the event of any breach of these Terms or a failure to continue to satisfy the selection criteria established by MIRRAT for the supply of Access Services by the Terminal User without liability.
- (e) The supply by MIRRAT of Access Services is subject to the capacity constraints of the Terminal and the Port Operational Requirements.

## 2 PRICES

- (a) The fees or charges for Access Services provided will be, and the Terminal User must pay, those contained in MIRRAT's Reference Tariff Schedule in force at the time of actual provision of the Terminal Service.
- (b) MIRRAT will publish the current Reference Tariff Schedule on its website and make a copy available to a Terminal User upon request.
- (c) Unless expressly stated otherwise, all fees or charges for Access Services and all consideration to be provided under these Terms are expressed as exclusive of GST. If GST is payable by a supplier on any supply made under these Terms, the recipient

will, upon receiving a tax invoice from the supplier, pay to the supplier an amount equal to the GST payable on the supply. Words and expressions used in this clause (c) which have a defined meaning in the A New Tax System (Goods and Services Tax) Act (**GST Act**) have the same meaning in this clause as in the GST Act.

## 3 PAYMENT FOR SERVICES

- (a) All money payable to MIRRAT for the Access Services shall be paid by the Terminal User, in full within 14 days of the date of MIRRAT's invoice.
- (b) All money payable to MIRRAT for the Access Services shall be paid by the Terminal User without any discount, deduction, counterclaim or set-off (whether legal or equitable) and regardless of any dispute between MIRRAT and the Terminal User.
- (c) If any amounts payable by the Terminal User under these Terms are not paid by the due date, the Terminal User will pay to MIRRAT, by way of liquidated damages, interest at the Default Rate on the amount outstanding calculated from the due date until payment is made in full. The Terminal User shall indemnify MIRRAT for all legal fees and costs, on an indemnity basis, incurred by MIRRAT associated with the recovery of any amounts owing by the Terminal User under or in connection with these Terms.
- (d) If the Terminal User has been granted credit pursuant to any approved credit agreement issued by MIRRAT from time to time, then payment for services rendered under these Terms will be in accordance with the terms of credit established under that agreement.
- (e) In addition to and expressly without waiving or limiting any liens that MIRRAT may have by operation of law or statute, MIRRAT shall have a general lien over the Cargo and Containers and all property of the Terminal User for sums due by the Terminal User to MIRRAT. MIRRAT will be entitled to sell any property subject to the lien after the expiration of one month notice to the Terminal User without prejudice to any other rights and remedies MIRRAT may have.

## 4 OBLIGATIONS AS TO CARGO

- (a) The Terminal User will ensure that all Cargo and Containers presented to MIRRAT at the Terminal:
  - (i) are properly packed and labelled, including a full description of the Cargo and/or Container specifying, but not limited to, packaging, weight, content, measure, quality, quantity, conditions, marks and numbers, details of any explosive, inflammable, hazardous, noxious or otherwise dangerous or potentially damaging Cargo, instructions concerning the

- delivery, handling requirements and/or storage of the Cargo and/or Containers;
- (ii) are in every way safe for carriage by sea or road or rail;
  - (iii) do not exceed their rated gross capacity;
  - (iv) are in a fit and proper condition to be handled or otherwise dealt with in the normal course of business by the equipment and operating procedures usually employed by MIRRAT; and
  - (v) comply with all applicable laws, orders, regulations, and other requirements of the Commonwealth of Australia, the State of Victoria, PoMC and all other governmental authorities.
- (b) If at any time:
- (i) the Cargo and/or Containers in MIRRAT's opinion fail to comply with the requirements of all applicable laws and regulation relating to the carriage, handling and storage of such Cargo and/or Containers;
  - (ii) the Cargo and/or Containers in MIRRAT's opinion are likely to become damaged, hazardous, in danger of deterioration or unsuitable to be handled by MIRRAT using the equipment and operating procedures normally employed by it in providing the Access Services; or
  - (iii) MIRRAT exercises its rights under clause 1(d),  
MIRRAT may, in its discretion:
  - (iv) refuse to provide, suspend or terminate the provision of the Access Services in which event the Terminal User shall promptly remove the Cargo and/or Containers from the Terminal at the expense of the Terminal User; or
  - (v) take whatever measures may be necessary to cause the Cargo and/or Containers to comply with the requirements of all such laws and regulations or to remedy, repair, render harmless or make suitable to be handled by MIRRAT using the equipment and operating procedures normally employed by it in providing the Access Services; in which event the measures taken by MIRRAT shall be at the risk and expense of the Terminal User and the Terminal User shall on demand, refund to MIRRAT all money expended in doing so.
- (c) The Terminal User will comply with:
- (i) documentation and procedures in respect of all operations as required from time to time by MIRRAT;
  - (ii) any rules and directions made by MIRRAT from time to time in respect of the handling of dangerous, hazardous and noxious goods;
  - (iii) any statute, statutory regulations or other legal requirements that may be in force whether prescribed by Commonwealth of Australia, State of Victoria, all other governmental authorities, or any international agency or institution;
  - (iv) any rules, requirements or procedures set by owners of Cargo as appropriate; and
  - (v) all such procedures and rules as are good operating practice.
- (d) The Terminal User will notify MIRRAT on or before the arrival at the Terminal and will give MIRRAT at least 48 hours advance notice by email prior to the vessel's arrival, or delivery for export, of explosive, inflammable, hazardous, noxious or otherwise dangerous or potentially damaging Cargo or other Cargo requiring special care carried by that vessel.
  - (e) The Terminal User must ensure all documentation is in line with PoMC requirements for handling and documenting dangerous or hazardous goods, including required permits and approvals. If the Terminal User fails to provide documents compliant with PoMC requirements, the Terminal User's Cargo and/or Container will be rejected.
  - (f) If any Terminal User fails to remove any Containers or Cargo from the Terminal within the time allotted for free storage as detailed in MIRRAT's applicable Reference Tariff Schedule then MIRRAT may at its sole and unfettered discretion, remove, warehouse or otherwise deal with such Containers and Cargo at the entire risk and expense of the Terminal User.
  - (g) MIRRAT shall be entitled to release the Terminal User's Containers or Cargo to any person holding a delivery order (whether in conventional or electronic or any other customary form) entitling it to uplift the Terminal User's Containers or Cargo. MIRRAT shall not be responsible for verifying such delivery order and MIRRAT will not be liable for any loss to the Terminal User in the event that the delivery order is subsequently shown to be incorrect or fraudulent.
  - (h) The Terminal User shall indemnify MIRRAT against any liability for customs and excise duty, GST or other taxes, fines, penalties or other charges in respect of the Cargo and/or Containers and against all costs and expenses incurred in connection with any such liability or claim.

## 5 LIABILITY

### 5.1 LIABILITY TABLE

Loss / Damage	Maximum Liability
Terminal User's Equipment	Lesser of reasonable cost of repair or market value or \$200,000
Containers and Cargo	Equal to the reasonable costs to repair the Container and/or Cargo or the replacement value of the Container and/or Cargo, whichever is the less, subject to a maximum limit of 2 Special Drawing Rights per gross kilogram of Cargo
Other services	In respect of losses arising out of any other services undertaken by MIRRAT under these Terms, to 2 SDR's per gross kg in relation to any one event or occurrence or any related series of events or occurrences arising out of one event
Ancillary equipment	Lesser of reasonable cost of repair or market value or \$7,000
All loss and damage	MIRRAT's maximum liability under these Terms is limited to USD 5,000,000 in aggregate during each financial year

## 5.2 LIABILITIES OF MIRRAT

- (a) To the extent permitted by law, and subject to the provisions of clause 5.2(c) (maximum liabilities of MIRRAT), clause 5.4 (exclusions of liability) and clause 5.6 (notification of claims), MIRRAT shall only be liable for losses of Terminal User arising by reason of physical loss or physical damage caused directly by the negligence of MIRRAT to:
- (i) Containers;
  - (ii) Cargo; or
  - (iii) equipment owned by the Terminal User or any other persons.
- (b) MIRRAT shall not be liable to the Terminal User or any other person except in the circumstances specified in this clause 5.2.
- (c) **Maximum Liabilities of MIRRAT**  
The maximum liability of MIRRAT, its employees, agents and subcontractors to the Terminal User or any person claiming through the Terminal User (**Maximum Liability**) shall be in accordance with the Liability Table (as set out above).
- (d) All amounts of loss and damage referred to in this clause 5.2 including those referred to in the Liability Table, are in Australian Dollars, United States Dollars or Special Drawing Rights (**SDR**), as specified, and are GST inclusive.
- (e) **Overall Limit of Liability Per Event**  
Without limiting the above limitations of liability, in no circumstances whatsoever shall the liability of MIRRAT, its employees, agents or subcontractors, howsoever arising, including, without limitation, the negligence of MIRRAT, its employees, agents or subcontractors, in respect of any one event or series of events, exceed a maximum of \$2,000,000.

## 5.3 TERMINAL USER'S LIABILITY

The Terminal User will be liable for loss or damage caused to MIRRAT where such loss or damage is caused by the act or omission of the Terminal User Visitor.

## 5.4 EXCLUSIONS OF LIABILITY

- (a) Notwithstanding clause 5.2 MIRRAT, its employees, agents or subcontractors will not be liable in any circumstances whatsoever where any loss, damage, expense, accident or injury to any property or person has been caused wholly or principally by the failure of the Terminal User to comply with any of these Terms.
- (b) Berthage for vessels at the port will be subject to the absolute right of PoMC or MIRRAT to require a vessel berthed at any wharf to be moved or relocated to another berth in the Port, or to vacate the allocated berth and to moor in the stream or harbour as directed and any such requirement will be carried out by the Master.
- (c) MIRRAT will use reasonable endeavours to provide a berth for the Terminal User's vessel on a date convenient to the Terminal User's sailing schedules, but MIRRAT will be under no liability for the consequences (direct or indirect), if any, if for any reason MIRRAT does not provide berthage as requested by the Terminal User.

- (d) Without limiting the above limitations of liability, in no circumstances whatsoever will MIRRAT be liable:
- (i) for any demurrage, delay or other costs of transportation of any kind howsoever caused including the negligence of MIRRAT, its employees, agents or subcontractors;
  - (ii) to pay any costs, charges, expenses, damages, compensation or any other monies whatsoever for any injury or loss arising out of a failure by MIRRAT or any person whether or not an agent, employee or subcontractor of MIRRAT to properly and adequately secure any cargo or container on any rail or road vehicle, or on any other form of transport;
  - (iii) for any costs, charges, expenses, damages, compensation or any other monies whatsoever for any injury or loss arising from any failure to inspect Cargo, any failure to note or to report damage thereto, (whether apparent damage or not), or any failure to take steps necessary to protect the contents of any container and MIRRAT undertakes no responsibility to inspect containers for damage or to report any damage to the Terminal User; and
  - (iv) for indirect, special or consequential loss or damage howsoever caused including, without limitation, the negligence of MIRRAT, its employees, agents or subcontractors.
- (e) In addition to and without limiting the other limits and exclusions of liability under these Terms, MIRRAT and its employees, agents and subcontractors shall be entitled to rely on any limitation of liability available under Australian law and MIRRAT, its employees, agents and subcontractors shall not be liable in any event in excess of those limits.

## 5.5 TERMINAL USER INDEMNIFIES MIRRAT WHERE LIABILITY EXCLUDED OR LIABILITY IS IN EXCESS OF LIMITS

The Terminal User hereby holds MIRRAT, its employees, agents and subcontractors free and indemnified from and against all claims, suits, costs, charges, expenses (including all legal and court expenses), damages, compensation or other monies whatsoever (the **Amount**) in respect of all loss, damage, expense, accident or injury (whether direct, indirect, special or consequential) to the extent that the liability of MIRRAT, its employees, agents and subcontractors for the Amount has been excluded under clause 5.4 or any other clause hereof and to the extent that the Amount exceeds the Maximum Liability or overall limit on liability under clause 5.2(e).

## 5.6 NOTIFICATION OF CLAIMS

- (a) MIRRAT will be liable for any loss or damage only if notice in writing is given to MIRRAT by the Terminal User within 30 days after:
- (i) in the case of loss of or damage to Cargo: the delivery of the Cargo or the date when the Cargo should have been delivered to the Consignee; and
  - (ii) in all other cases: the date when the loss or damage occurred.
- (b) If notice is given within the above period, any claim relating to such loss which is not made within 12

months of such notice will be deemed waived and absolutely barred.

### 5.7 BENEFIT OF BILLS OF LADING AND ESTABLISHMENT OF BILLS OF LADING

- (a) Without affecting in any manner the provisions and limitations contained in these Terms, the Terminal User will incorporate in its Bills of Lading or other contracts of carriage to be issued on cargo carried or to be carried on any of the Terminal User's vessels a clause to the effect that MIRRAT, its employees, agents and subcontractors will have the benefit of the provisions of any Bill of Lading or other contract of carriage and any limitation of liability provided therein and MIRRAT for itself, its employees, agents and subcontractors hereby accepts such benefit.
- (b) Where any Cargo or Container is received by MIRRAT prior to the establishment of a Bill of Lading or other contract of carriage the benefit of the intended Bill of Lading or contract of carriage will apply in all respects and will bind all persons interested in the Cargo or Container as though such Bill of Lading or contract of carriage had then been established.

### 5.8 TERMINAL USER RESPONSIBLE FOR SAFE MANAGEMENT AND OPERATION

- (a) The Terminal User shall comply with all statutory and or local/governmental laws and regulations which may at the time be in force including applicable laws relating to maritime safety and security, occupational health and safety and environmental protection.
- (b) If at any time the Terminal User becomes aware that it is in breach, or is likely to be in breach, of any such duty or obligation, the Terminal User agrees to immediately notify MIRRAT and follow all directions to avoid, remedy or mitigate any such breach or anticipated breach.
- (c) The Terminal User will ensure that its agents, subcontractors and employees are aware of these conditions and will abide by them.

### 5.9 TERMINAL USER ENVIRONMENTAL WARRANTIES

- (a) The Terminal User warrants to MIRRAT that it will not do or omit to do anything or to use materials, substances or processes which breaches or is likely to breach any duty or obligation under the PoMC Safety and Environment Management Plan or any environmental protection or safety laws applicable at the Terminal.
- (b) Any time the Terminal User becomes aware that it is in breach, or is likely to be in breach, of any of the warranties in this clause 5.9, the Terminal User agrees to immediately notify MIRRAT and follow all directions to avoid, remedy or mitigate any such breach or anticipated breach.
- (c) The Terminal User will ensure that its agents, subcontractors and employees are aware of these conditions and will abide by them.
- (d) The Terminal User warrants to MIRRAT that it will comply with the lawful directions of the PoMC and the requirements of all other applicable law with respect to its operations at the Terminal.
- (e) The Terminal User warrants to MIRRAT that it will comply with all other relevant standards, by-laws, local authority and other regulations and statutes including but not limited to regulations and statutes

relating to sound environmental practice and the handling of dangerous, hazardous or noxious goods.

- (f) The Terminal User agrees to indemnify MIRRAT from and against all losses, costs, expenses, claims, demands, liabilities, damages, actions and proceedings suffered by or commenced against MIRRAT which arise out of or in connection with the failure of the Terminal User, its agents, subcontractors or employees to comply with the provisions of this clause 5.9.

### 5.10 INDEMNITIES

- (a) The Terminal User indemnifies MIRRAT, its servants, agents and subcontractors against any loss arising from or connected with any breach of the warranties given by the Terminal User under these Terms.
- (b) The Terminal User indemnifies MIRRAT, its servants, agents and subcontractors against any loss arising from or connected with any act or omission of any Terminal User Visitor including:
  - (i) loss of life, or personal injury to, any Terminal User Visitor or any other person;
  - (ii) loss or damage to the property of any Terminal User Visitor;
  - (iii) loss or damage to any installation, structure or other property, whether fixed or moveable, owned, possessed or controlled by the Terminal User, the Crown or any port authority,

and all consequential loss flowing from such loss.

- (c) The Terminal User indemnifies MIRRAT against any damage done by road vehicles, rail wagons or vessels by any plant or equipment owned or operated by the Terminal User or by a Terminal User Visitor or arising from defective or malfunctioning twist locks provided by the Terminal User or by road vehicles, rail wagons or vessels, to any installations structures or other property, owned or possessed by MIRRAT, the Crown or any port authority arising from the Access Services provided by MIRRAT, even arising from the negligent provision of Access Services by MIRRAT and all consequential loss arising from such damage.

### 5.11 MIRRAT NOT A COMMON CARRIER

MIRRAT is not, and does not accept liability as, a common carrier.

### 5.12 INSURANCE

The Terminal User must effect and maintain public liability and product liability insurance each for an amount not less than \$20,000,000 per occurrence (except for product liability insurance, which will be for not less than \$20,000,000 in the annual aggregate).

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## 6 CONFIDENTIAL INFORMATION

MIRRAT will comply with the Confidentiality Deed Poll it has executed in favour of Terminal Users when dealing with any Confidential Information provided by the Terminal User under these Terms.

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## 7 DISPUTES

- (a) The Non-Price Dispute Resolution Process published on MIRRAT's website applies to any

dispute (other than a Price Dispute) that arises between MIRRAT and the Terminal User under or in relation to these Terms.

- (b) The Price Dispute Resolution Process published on MIRRAT's website applies to any Price Dispute between MIRRAT and the Terminal User.

## 8 GENERAL

- (a) The Terminal User will ensure that all subcontractors employed by it will cooperate with MIRRAT and will comply with the safety precautions required by MIRRAT at all times.
- (b) MIRRAT may subcontract any of its services under the Terms.
- (c) The Terminal User will not directly or indirectly enter into negotiations relating to employment or labour matters with any employee or employees of MIRRAT or any of its agents or subcontractors or with any bargaining agent or employee organisation representing or purporting to represent any such employee or employees. All such negotiations will be exclusively conducted by MIRRAT.
- (d) These Terms will be governed and interpreted in all respects in accordance with the laws of the State of Victoria, Australia and MIRRAT and the Terminal User submits themselves to the exclusive jurisdiction of the courts of the State of Victoria.
- (e) Any dispute concerning the interpretation or operation of these conditions will be resolved in accordance with the dispute resolution processes in Attachments 1 or 2, as the case may be. Neither party may commence any Court proceedings in relation to a dispute under these Terms except where expressly permitted by these Terms.
- (f) For the avoidance of doubt, nothing in this clause 8 shall prejudice MIRRAT's right to apply to a Court of competent jurisdiction for injunctive relief or interim measures.
- (g) All notices under these conditions will be given by personal delivery or by ordinary mail, email or facsimile transmission:
- (i) To MIRRAT]
  - (ii) To the Terminal User at any of the Terminal User's last known places of business whether in Australia or elsewhere, or at the address of the Terminal User's last known agent in Australia;

and will be deemed to have been received two days after dispatch by mail or on the day of dispatch by email or facsimile.

## 9 FORCE MAJEURE

MIRRAT will not be responsible for any complete or partial failure to perform or delay in performing or incorrect performance of any Access Services, arising out of or contributed to by one or more of act of God, storm, flood, earthquake, fire or explosion, failure of electrical supply, strikes, riots, civil commotions, lockouts, stoppages, restraints of labour or whatsoever nature or kind (whether actual or threatened), any other industrial or environmental action, epidemic, war, civil war, hostilities, acts of terrorists, breakdown of or accident or failure of any crane or plant or machinery or equipment or other facility from any cause whatsoever, improper or insufficient or erroneous marking

or addressing of any Cargo or Container, inherent vice or quality of goods, or any action or act whatsoever caused beyond the reasonable control of MIRRAT.

## 10 VARIATION OF TERMS

Subject to PoMC approval, these Terms may be varied by MIRRAT from time to time. Such variations will be deemed effective and accepted by the Terminal User 30 days after posting of the varied terms on MIRRAT's website.

## 11 DEFINITIONS

In these Terms the following meanings will apply (unless the context otherwise indicates):

**Access Licence Agreement** means the agreement between MIRRAT and a Terminal User under which MIRRAT provides the Access Services, comprising the Licence Application Form, these Terms and the Reference Tariff Schedule.

**Access Services** means the right to use the Terminal to provide all or part of the Terminal Services, and any associated rights, benefits and privileges necessary or desirable to permit a Terminal User to provide all or part of the Terminal Services, comprising:

- (a) the Interim Services, until the date that MIRRAT commences terminal operations over the whole of the Webb Dock West area leased and to be leased by MIRRAT from PoMC for the purposes of the Terminal; and
- (b) the Full Services, after that date.

**Access Undertaking** means the undertaking by MIRRAT to the Australian Competition and Consumer Commission as in force from time to time for the purposes of section 87B of the *Competition and Consumer Act 2010* (Cth) concerning MIRRAT's operation of the Terminal.

**Cargo** means any goods, merchandise or other property whatsoever whether or not within a container in respect of which Access Services are to be provided.

**Consignee** means a person, firm or company to whom any goods are consigned.

**Container** means any package, case, vehicle, container, trailer, railcar, transportable tank, flat, pallet, bolster or other article of transport or other thing used or designed to be used to convey, carry, contain, consolidate, protect or support Cargo.

**Default Rate** means the rate of 2% per annum above the overdraft rate at the applicable time as published by the Commonwealth Bank of Australia on overdrafts in excess of \$100,000.

**Full Services** means the Interim Services, as well as:

- (a) ensuring mooring services facilitate the safe berthing and un-berthing of roll-on/roll-off (Ro/Ro), pure car carrier (PCC) and pure car and truck (PCT) vessels at Terminal berths;
- (b) facilitating the safe husbandry of Ro/Ro, PCC and PCT vessels at the Terminal berths; and
- (c) facilitating loading and unloading Ro/Ro, PCC and PCT vessels at the Terminal berths.

**Interim Services** means in respect of that part of the Terminal occupied and managed by MIRRAT prior to providing the Full Services :

- (a) storing import, export and transhipment vehicles handled at the berths;
- (b) receiving international and domestic vehicle exports to the Terminal;
- (c) delivering international and domestic vehicle imports from the Terminal;
- (d) managing the transfer of vehicles and traffic interface with trucks visiting the Terminal;
- (e) managing the transfer of vehicles and traffic interface with the PDI Operator operating on dock;
- (f) attending the daily planning and coordination meeting of the PDI Operator, stevedores and other Terminal Users;
- (g) managing the traffic interface with the adjacent terminal and providing access through the Terminal for traffic accessing that automotive terminal;
- (h) providing suitable amenities for truck drivers;
- (i) facilitating the operations of the relevant government agencies responsible for customs control, quarantine inspections and maritime security, environment, dangerous goods;
- (j) providing and maintaining equipment for the Terminal;
- (k) managing the Terminal and its security; and
- (l) all other services referred to in the Reference Tariff Schedule described in clause 2 or as otherwise agreed.

**Mooring Services** means the mooring and unmooring of vessels.

**Open Access Conditions** means the conditions set out in Schedule 1 of the Access Undertaking.

**PDI Operator Services** means the movement of units between the Terminal and a PDI Facility.

**PDI Operator** means a person who provides pre-delivery and inspection services at the Terminal or the integrated on-port pre-delivery inspection hub located at Alpha Road, Webb Dock, Port of Melbourne, Victoria.

**PoMC** means Port of Melbourne Corporation.

**Port Operational Requirements** means the Port Rules, Harbour Master's Directions; Port Operations Handbook; Port Load Chart and any other material that PoMC publishes on its website from time to time governing the operations at the Port of Melbourne.

**Price Dispute** means a bona fide commercial dispute raised by a Terminal User about the proposed increase to a Reference Tariff which relates to that Terminal User.

**Terminal Services** means:

- (a) Mooring Services, PDI Operator Services and Stevedoring Services; or
- (b) any other services of a kind offered by MIRRAT to third parties, including shipping companies, importers and exporters, through MIRRAT's use of the Terminal.

**Reference Tariff Schedule** means the document of that name published by MIRRAT from time to time which sets out the prices for the services described in that schedule.

**Stevedoring Services** means the loading and unloading of vessels at the Terminal.

**Terminal User** means any stevedore, mooring services provider, PDI Operator or any other user granted the right to provide part of the Terminal Services from time to time under an Access Licence Agreement.

**Terminal User Visitor** means all servants, agents, subcontractors of the Terminal User, all persons having any interest in the Cargo and/or Containers (or where Terminal User is a ship owner/charterer/agent, the vessel) or any other person whom the Terminal User may direct or invite to enter the Terminal.

**Terms** means these standard terms and conditions.