



QUATTRO  
PORTS

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# PORT LOADING PROTOCOLS

QP-PKGT-C-SA-08



## Version Control

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## A. Introduction

1. These Port Loading Protocols provide information on how Quattro Ports (ABN: 40 166 538 834) will allocate and provide ship loading services at Quattro Ports Port Kembla Grain Terminal (“**QP PKGT**”) and how vessels will be managed for loading.
2. QP PKGT provides services to clients which have entered into Port Terminal Service Agreements (“**PTSA**”) with QP PKGT. If a party which has not entered into a PTSA requests services from QP PKGT, then the terms and conditions contained in the prevailing PTSA as published on the QP PKGT’s website ([www.quattroports.com.au](http://www.quattroports.com.au)) is deemed to be accepted by that party through conduct, and shall be applicable to any services rendered by QP PKGT to the Client.
3. In the event of a conflict between these Port Loading Protocols and the relevant PTSA that may govern the same matters set forth herein, then the PTSA shall prevail.
4. QP PKGT operates on a just-in-time cargo accumulation basis. At all times QP PKGT’s overriding objectives are to maximise terminal export throughput and operational efficiencies.
5. These protocols are always subject to the rules and regulations of the Port Authority and clients must ensure that they comply with all requirements of the Port Authority, including contractual and regulatory.

## B. Shipping Stem

6. QP PKGT will post its shipping stem on its website, currently [www.quattroports.com.au](http://www.quattroports.com.au). It will be updated regularly, only with bookings that have a vessel nominated.
7. PKGT’s berth is located at Berth 103, off Tom Thumb Road, Port Kembla.
8. QP PKGT’s shipping stem may not include other shipping allocated to Berth 103 by AAT. Clients are encouraged to check the AAT website, currently [www.aat.auz.biz](http://www.aat.auz.biz), for other shipping allocations. QP PKGT’s Logistics Coordinator (contact details on the QP PKGT’s website) can also be contacted to check on other terminal operations which may impact ship-loading operations.

## C. Intent to Ship

9. To request elevation and monthly shipping capacity at QP PKGT, a Client must complete and lodge an Intent to Ship Advice (QP-PKGT-C-SA-08.FM-01).
10. QP PKGT will accept or reject the Intent to Ship Advice within 2 Business Days of receipt.
11. In deciding to accept or reject an Intent to Ship Advice QP PKGT may consider:
  - a. Existing shipping intentions.
  - b. Un-allocated capacity at PKGT.
  - c. Whether the Client has executed a PTSA.
  - d. Other matters which QP PKGT reasonably considers to be relevant, including, without limitation, matters going to the efficiency and timeliness of cargo accumulation at the port.

12. Intent to Ship Advices will be dealt with in the order that they are received unless QP PKGT reasonably considers an alternative order to be more efficient for the operation of the port.
13. If QP PKGT accepts the Intent to Ship Advice it will:
  - a. Countersign the Intent to Ship Advice as an acceptance notice to the Client.
  - b. Forward an invoice for the applicable Booking Slot Fee to the Client.
14. A “**Booking**” is made upon communication of acceptance by QP PKGT of the Intent to Ship Advice and accepted once payment of the Booking Slot Fee has been received from the Client. Unless otherwise stated in the PTSA, an Intent to Ship Advice which is rejected is deemed to have lapsed, and no Booking Slot Fee shall be payable in respect thereof.
15. If the Client does not pay the Booking Slot Fee within contractual terms the Booking will lapse.
16. If a Booking remains unused by the end of the nominated month it lapses. Unless otherwise stated in the PTSA, the Booking Slot Fee is forfeited.
17. QP PKGT may, at its sole discretion, allow the deferral or splitting of a Booking. At least 90 days written notice prior to the first day of the relevant shipping window is required to defer or split a Booking. In determining acceptance or rejection of such changes to a Booking QP PKGT will consider, amongst other matters:
  - a. Existing shipping intentions/nominations.
  - b. Unallocated capacity at PKGT.
18. QP PKGT may, at its sole discretion, consider requests of less than 90 days’ notice. In such circumstances, QP PKGT’s Terminal Manager’s (or his/her authorised representative’s) determination is final.
19. The Client must make a written request for shipping windows (“**Requested Shipping Window**”) when completing the Intent to Ship Advice. The Requested Shipping Window will include the period within which the Client vessel ETA will occur and be one of the first 10 days of the month or the second 10 days of the month or the last 10 days of the month.
20. The purpose of the shipping windows is to spread the shipping task evenly across the month. QP PKGT will make the final allocation of shipping windows at its sole discretion considering all other provisions of these protocols, in particular, Clause 4.

#### D. Vessel Nomination and Vessel ETA

21. Written nomination of vessel name must be received at least 21 calendar days prior to the vessel’s ETA in the form of the Vessel Nomination (QP-PKGT-C-SA-08.FM-02). Vessel Nominations must be provided by the Client with all required details completed.
22. Vessel Nominations are to be accompanied by a Cargo Assembly Plan (QP-PKGT-C-SA-08.FM-03) detailing the supply chain arrangements to be used to deliver the relevant Grain to the Port Terminal and must include, load Grade, quality specifications and associated tonnages.
23. In the absence of a Cargo Assembly Plan, QP PKGT shall consult with the Client. If the lack of a Cargo Assembly Plan or any non-compliances are not thereafter redressed by the Client in a timely manner, and QP PKGT on reasonable grounds believes this would impact adversely on

the efficiency and timeliness of loading at PKGT, then QP PKGT may at its discretion reject the nomination, in which case the Booking Slot Fee will be forfeited.

24. QP PKGT may, at its sole discretion, consider Vessel Nominations received on less than 21 calendar days' notice.
25. Upon receipt of the Vessel Nomination, QP PKGT may, at its sole discretion, accept or reject the nomination. QP PKGT will accept or reject the Vessel Nomination within 1 Business Days of receipt.
26. QP PKGT reserves the right to reject a Vessel Nomination where its ETA is outside of the Requested Shipping Window.

## E. Estimated Load Dates

27. Upon acceptance of a Vessel Nomination the Client will be notified of any vessel queuing and an estimate of load dates based on:
  - a. Other vessels nominated to be loaded.
  - b. Cargo Assembly Plan, including transport availability.
  - c. Fumigation requirements.
  - d. Nominated vessel ETA.
  - e. Ownership of stock.
  - f. Impact on terminal efficiencies.
28. Determination of estimated load dates is also based on QP PKGT operating shipping and intake on a 24/7 basis (excluding closed port days) provided sufficient notice is received.
29. Estimated load dates are approximate only and are not fixed or final. Estimated load dates may change due to:
  - a. Changes to cargo.
  - b. Delays in cargo accumulation.
  - c. Fumigation schedule.
  - d. Delays in loading prior vessels.
  - e. Weather.
  - f. DoA instructions.
  - g. Cargo quality problems.
  - h. Port Authority instructions.



## F. Cargo Accumulation

30. To maximise the efficiency and throughput capacity of the port, accumulation at port of cargo by rail will be expected to be an important component of the Cargo Assembly Plan.
31. Cargo accumulation will not commence prior to payment of the Booking Slot Fee by the Client and notification of Vessel ETA on the Vessel Nomination form.
32. Cargo accumulation will normally commence not more than four weeks before vessel ETA. Accumulation outside of this period must be agreed to by QP PKGT and will be subject to any relevant Charges in accordance with the PTSA.
33. Unless otherwise agreed, QP PKGT will determine, at its sole discretion, the order of cargo accumulation taking into account:
  - a. Vessel ETA.
  - b. Date Vessel Nomination received by QP PKGT.
  - c. Grain availability at QP PKGT.
  - d. Cargo Assembly Plan and transport availability.
  - e. Fumigation schedule.
  - f. Ownership of stock and agreed In-stock Transfers between clients.
  - g. Impact on terminal efficiencies.
34. Only Grain that is owned by the Client will be accepted for accumulation. QP PKGT may accept Grain for accumulation that is not owned by the Client if the owner of the Grain provides QP PKGT with written confirmation from the seller of its intention to either:
  - a. Sell the Grain to the Client in port prior to vessel ETA, or
  - b. Swap the Grain with the next exporter to use QP PKGT.
35. QP PKGT reserves the right to halt the accumulation of a cargo in order to maximise all client vessel turnarounds where multiple vessels are arriving in a short time frame.
36. Grain accumulated at QP PKGT will be Commingled with stock of the same grade regardless of ownership.
37. Where a Client's Grain remains at QP PKGT after completion of ship-loading and the Client retains ownership of that Grain, the Client may have to remove it within 5 Business Days of the completion of ship loading and only if Port Operations are, or will be compromised, based on the determination of QP PKGT. If QP PKGT reasonably considers that the presence of the Grain may interfere with the Receipt of Grain for the next due shipment, QP PKGT may remove the residual Grain to another site (in consultation with the Client) and all costs of transport and further Storage will be to the Client's account.

## G. Vessel Loading

39. The order of vessel loading will generally be determined in accordance with:

- a. Clause 4.
  - b. Vessel ETA and tendering of NOR.
  - c. Date Vessel Nomination received by QP PKGT.
  - d. Date vessel passed survey (if relevant).
  - e. Grain availability at QP PKGT.
  - f. Cargo Assembly Plan and transport availability.
  - g. Fumigation schedule.
  - h. Ownership of stock and In-stock Transfers between clients.
  - i. Impact on terminal efficiencies.
40. QP PKGT may, at its sole discretion, determine that loading a vessel, the subject of the Vessel Nomination, received later or with a later ETA is in the interests of terminal efficiency.
41. Where necessary and to facilitate the efficient loading of clients' ships, the Client agrees to the use of Stored Grain of equivalent grade for efficient port loading. If QP PKGT loads Stored Grain onto a Client's vessel, the Client agrees that, if requested by QP PKGT, it will execute an In-store Transfer (refer QP-PKGT-C-SA-08.FM-04) with QP PKGT or QP PKGT's other clients to facilitate continued terminal efficiency at QP PKGT.
42. Clients may negotiate changes to accumulation and estimated load dates between them. QP PKGT may or may not, at its sole discretion, agree to implement such changes.
43. Prior to commencement of loading, a vessel must have passed all relevant surveys of any DoA and/or appointed Authorised Officer and/or independent surveyor.
44. Should a vessel fail such survey (or be made the subject of a detention order) QP PKGT may, at its sole discretion, change the order of loading or order the vessel be removed from the berth.
45. QP PKGT reserves the right to seek costs from the Client in connection with a vessel failing any such Survey as per Clause 44. Such costs may include but are not limited to:
- a. Cancelled labour costs.
  - b. Treatment costs.
  - c. Any third party claims (for example where the terminal is blocked and causes QP PKGT's clients to experience delays).
46. If QP PKGT determines, at its sole discretion, that a vessel has a high risk of failing survey it may require at the Client's cost that an "in transit" marine surveyor's report be provided prior to allowing the vessel to berth.
47. QP PKGT will not commence loading without prior written instructions from the Client to do so and without receipt from the Client of a Notice of Intention (NOI) to Export (EX28) Prescribed Goods.
48. If a client has not accumulated the total volume of grain to complete loading, QP PKGT may commence loading once a vessel has berthed and passed all required surveys. The vessel will



be loaded in a manner to ensure the stability and safety of the vessel. Once all grain owned by the customer has been loaded from the terminal and there isn't sufficient grain to complete loading, QP PKGT may request the part loaded vessel (at the clients expense) be moved off the berth to make way for a competing vessel.

49. A part loaded vessel may be allowed back onto the berth (at the clients expense) when the remaining cargo has been accumulated and the berth becomes available.
50. QP PKGT will use its best endeavours to mitigate such costs and expenses for part loaded vessels. However, the Client agrees it will remain ultimately responsible.

#### H. Vessel Substitution or Delay

51. QP PKGT reserves the right to seek costs from the Client in connection with:
  - a. The cancellation of a vessel within 14 days of the original ETA.
  - b. The delay of a vessel from its original ETA by more than 7 days.
  - c. A substituted vessel ETA varying by more than 7 days after the original ETA.

Such cost, expenses and liabilities may include but are not limited to:

- a. Repositioning costs.
  - b. Storage costs.
  - c. Treatment costs.
  - d. Any third party claims where the terminal is blocked and causes QP PKGT's clients to experience delays.
52. QP PKGT will use its best endeavours to mitigate such costs and expenses. However, the Client agrees it will remain ultimately responsible.

#### I. Treated or Fumigated Grain

53. Prior to delivering any grain to QP PKGT, the client must advise if this grain has been, or is to be fumigated or treated with any insecticides or grain protectants (approved for grain application).
54. The client is to provide information on chemical treatments applied or to be used on the grain. The client is not to deliver grain to QP PKGT:
  - a. until advised the chemical treatments used are accepted at QP PKGT.
  - b. that would fail Australian or the importing country residue surveillance.
55. The client must provide a clearance certificate issued by a licensed fumigator stating the commodity is fumigant and residual free.

## J. Dispute Resolution

56. In the event that the Client disputes QP PKGT's adherence to these protocols (including, without limitation the acceptance or rejection of a Vessel Nomination, or re-prioritisation of terminal services), the following procedures will apply:
- a. The Client must notify QP PKGT in writing of the dispute, the reasons for the dispute and the resolution which the Client requests.
  - b. In the case of a dispute regarding rejection of an Intent to Ship or Vessel Nomination, the dispute notice must be received by QP PKGT by 16:00 Australian Eastern Standard Time on the next Business Day following receipt of the notice from QP PKGT of the rejection.
  - c. QP PKGT must use its best endeavours to respond to the Client within 2 Business Days following receipt of the dispute notice. QP PKGT's response must notify the Client whether QP PKGT will change its decision and, if not it must provide an explanation or basis for QP PKGT's decision.
  - d. If the Client is not satisfied by QP PKGT's response, or if QP PKGT fails to respond to the dispute notice within two Business Day of its receipt, the Client may serve written notice to QP PKGT within one Business Day of receipt of QP PKGT's response, or within one Business Day of when QP PKGT's response was due.
  - e. Upon receipt of this escalation notice, QP PKGT must use all reasonable endeavours to arrange a meeting between QP PKGT's Terminal Manager and the Client within two Business Days of receipt of the escalation notice. Where QP PKGT's Terminal Manager is unavailable for such a meeting within the timeframe specified, QP PKGT will make available a suitable alternative authorised representative to meet with the Client within two Business Days of receipt of the escalation notice. To facilitate the expeditious resolution of disputes, the meeting can take place either face to face or by telephone.
  - f. At the meeting, QP PKGT's Terminal Manager (or appointed representative) and the Client will discuss the subject of the dispute notice and QP PKGT's response and use all reasonable endeavours to reach an agreed outcome. Where such agreed outcome cannot be achieved, given the need for clarity, efficiency and certainty in this dispute resolution process, QP PKGT's Terminal Manager (or appointed representative) will make a final decision in relation to the dispute notice and (within 10 Business Days after the meeting) notify that decision and the reasons for that decision in writing to the Client.
  - g. In reaching the final decision, QP PKGT's Terminal Manager (or appointed representative), acting on behalf of QP PKGT, must take into account the circumstances of the dispute and details set out in the dispute notice and, acting reasonably and in good faith, reach a decision that is consistent with the wording, or if that is unclear, the intent of these Protocols. QP PKGT's Terminal Manager (or appointed representative) may also have regard to the objectives of:
    - i. maximising the efficient operation of QP PKGT.
    - ii. maximising export throughput at QP PKGT.
    - iii. ensuring the non-discriminatory treatment of clients; and
    - iv. ensuring consistency of decisions.

## K. Interpretation

57. Unless otherwise defined in these Protocols, capitalised terms in these protocols have the same meaning as given to them in the PTSA.

