

Subject
Notice – 2024 Towage Rate Review, Gladstone

Reference
CB/31052024

Date
31-05-2024

Dear Port Stakeholders,

In accordance with the terms and conditions of the Port of Gladstone Towage License agreement between Gladstone Ports Corporation (GPC) and Smit Lamnalco Towage (Australia) Pty Ltd (SLTA), we hereby advise completion of the annual towage rate review for 2024.

This year's review has resulted in adjustments across all three tariff groups being Harbor Towage, LNG Towage and Other Towage Services. Factors included in the review process are forecasted increases in vessel port call volumes, fuel prices and the Australian Consumer Price Index.

Please find below updated towage tariffs and general terms and conditions that are effective from 1st July 2024.

As we continue to value our strong working relationships, SLTA fully recognises your support and looks forward to a prosperous future with the confidence that we will continue to create sustainable value to all Stakeholders in the Port of Gladstone.

Please do not hesitate to contact the undersigned if you require further clarification on the towage rates or the services that we can offer.

Yours sincerely,



Craig Blair
General Manager
Smit Lamnalco Towage (Australia) Pty Ltd
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Towage Rates

The towage rates shown in the below table are for the provision of tugs to assist a vessel using own power and arriving at, departing from, or shifting between any berths within the limits of the Port of Gladstone (as defined by Gladstone Port Corporation) at any time.

These towage rates will be applied based on vessel Gross Registered Tonnage (GRT) as listed in S&P Global Market Intelligence (Sea-Web Ships).

Harbour Towage	
VESSEL GT	TOWAGE RATE (Per Tug) AUD
Up to 10,000 tonnes gross	\$1,681.78
10,001 to 20,000 tonnes gross	\$2,210.38
20,001 to 30,000 tonnes gross	\$2,781.64
30,001 to 40,000 tonnes gross	\$3,488.01
40,001 to 50,000 tonnes gross	\$4,138.68
50,001 to 60,000 tonnes gross	\$4,210.98
60,001 to 70,000 tonnes gross	\$5,058.39
70,001 to 80,000 tonnes gross	\$5,230.24
80,001 to 90,000 tonnes gross	\$5,481.50
90,000 to 100,000 tonnes gross	\$5,481.50
100,001 tonnes and over	\$5,738.69

LNG Towage	
VESSEL GT	TOWAGE RATE (Per Tug) AUD
Up to 10,000 tonnes gross	\$3,893.60
10,001 to 20,000 tonnes gross	\$5,118.30
20,001 to 30,000 tonnes gross	\$6,438.74
30,001 to 40,000 tonnes gross	\$8,074.41
40,001 to 50,000 tonnes gross	\$9,580.48
50,001 to 60,000 tonnes gross	\$9,747.43
60,001 to 70,000 tonnes gross	\$11,708.82
70,001 to 80,000 tonnes gross	\$12,108.11
80,001 to 90,000 tonnes gross	\$12,690.69
90,000 to 100,000 tonnes gross	\$12,690.69
100,001 tonnes and over	\$13,283.78

Other Service Charges

The below table shows the Other Service Charges, for the provision of tugs to assist a vessel for the below described Other Towing Services.

OTHER TOWAGE SERVICE**	RATE PER TUG PER HOUR OR PART THEREOF AUD
Vessel Assistance Services*	\$1,512
Firefighting, environmental spill, equipment deployment **	\$1,823
Cancellation	\$389
Standby (LNG)	\$738
Waiting time/tug	\$1,161
Dead ship	\$1,823
Miscellaneous for wet hire	\$1,823
Port Development Consultancy Services	\$1,564

All rates are in \$AUD and excluding 10% GST

* At directive of Regional Harbour Master.

** Ancillary Costs. In addition to the above, any costs incurred from a directive of the Regional Harbour Master to assist for Fire Fighting (e.g. foam), oil spills / cleaning, broken mooring lines, ropes etc. will be charged back at cost to the hirer.

Salvage and Emergency Assistance

For any emergency or salvage assistance* provided over and above the above stated "Other Towing Charges" or outside the limits of the port, Smit Lamnalco reserves the right to negotiate the terms under which this assistance will be provided on a case-by-case basis.

Payment Terms

Unless otherwise agreed by the Tugowner in writing, payments of all invoices issued by the Tugowner to the Hirer are payable within fourteen (14) days from the date of the relevant invoice. If the Tugowner is not paid on the due date for payment, the Tugowner may refuse to supply any further services until satisfactory payment is received in full. Outstanding moneys may carry interest on daily balances until paid at the rate of 1.5%. The Hirer shall also pay all expenses incurred by the Tugowner in recovering the payment of outstanding moneys.

General Terms and Conditions

The Charges (Rates) are for providing the services within the port limits and are subject to and in accordance with these General Terms and Conditions including The United Kingdom Standard Conditions for Towing and Other Services (revised 1986) (UKSTC 86) as amended by GPC. A copy of the UKSTC 86 is included in this letter (See Schedule 1).

The Hirer acknowledges that a booking made by (i.) a vessel master, officer, employee, agent; or (ii.) a representative of the local port authority including the harbour master, pilot and port vessel traffic service officer is considered made by or on behalf of the Hirer, with charges payable in full for the services provided.

The Hirer warrants that it has conducted its own investigations, which include but are not limited to those relating to any statutory requirements or recommendations, directions or procedures provided by the respective harbour master, port authority and/or pilot, and has made its own assessment based on such investigations as to the number of tugs it requires and has not relied on any representations made by the Tugowner, its employees, contractors or agents in relation to the number of tugs so required.

The Hirer warrants that:

- a. if it is not the master, owner, operator or charterer of the vessel (as the case maybe), then it is unconditionally authorised to enter into the contract for and on behalf of the principal and to bind the principal to the contract terms and conditions; and
- b. when acting as an agent, it is entering into the contract in both its personal capacity and its capability as authorised agent of the principal, and its liabilities under the contract shall be joint and several to the principal and shall not be conditional upon the Tugowner proceeding first against the principal.
- c. the Tugowner will not, and must not be asked to, directly or indirectly provide services in relation to any vessel, person, entity or cargo in violation of all foreign trade control and export control legislation, regulations and sanctions, including those imposed by the United States, the United Kingdom, the European Union (EU), EU Member States, Australia, Switzerland, the United Nations or United Nations Security Council.

To establish customer identity in compliance with sanctions requirements, any person ordering services from the Tugowner on behalf of a vessel (Agent) shall provide the following information at the time of order: Vessel name and IMO number, name of vessel owner, name of vessel manager or operator and name of any charterer.

Tug Bookings

The Hirer is required to order tugs at least 36 hours prior the requested towage service time by email to the SL Tug Scheduler at Scheduler.Gladstone@smitlamnalco.com

Tug Cancellation

A cancellation charge may apply where towage services are cancelled or amended within three hours of the booked time. In addition to the above, a further charge of waiting time (per hour or part thereof) will be levied if tugs are underway and job cancelled.

The towage charge covers tug assistance during vessel movements, which includes waiting time of 15 minutes for a departure and 30 minutes for an arrival. If tugs are required to wait any longer than the times listed above, the standby charge (per hour or part thereof) will be applied.

Acceptance

By ordering towage services or other towage services, the Hirer ordering such services (i) declares to have fully read, understood, and unconditionally accepted these terms and conditions, both for itself and on behalf of the relevant vessel's owners, operators, masters and agents, and (ii) acknowledges and irrevocably warrants that the vessel's owners, operators, masters and agents have been informed of and have accepted these terms and conditions.

Notice

At least 30 days' notice will be given of any alterations or amendments to these terms and conditions.

Schedule 1

**U.K. STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES
(Revised 1986) as amended by GPC**

1. (a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions herein-after set out.
- (b) For the purposes of these conditions:
 - (i) "Towing" is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions "to tow", "being towed" and "towage" shall be defined likewise.
 - (ii) "Vessel" shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word "vessel") which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.
 - (iii) "Tender" shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.
 - (iv) The expression "whilst towing" shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.
 - (v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug and/or the service for which the tug or tender has been required is ended.
 - (vi) The word "tug" shall include "tugs", the word "tender" shall include "tenders", the word "vessel" shall include "vessels", the word "Tugowner" shall include "Tugowners", and the word "Hirer" shall include "Hirers".
 - (vii) The expression "Tugowner" shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression "other Tugowner" contained in Clause 5 hereof shall be construed likewise.
2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as "the Hirer's vessel", the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the Owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner

are bound jointly and severally by these conditions.

3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.
4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:-
 - (a) The Tug owner shall not (except as provided in Clause 4(e) hereof) be responsible for or be liable for:
 - (i) damage of any description done by or to the tug or tender, or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object or property;

or
 - (A) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property;

or
 - (B) any claim by a person not a party to this agreement for loss or damage of any description whatsoever;

arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner or his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise; and
 - (b) The Hirer shall (except as provided in Clause 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not, suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing, any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner, his servants or agents.
 - (c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-
 - (i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

- (ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the Hirer's vessel. Provide always that, notwithstanding the foregoing, the provisions of Clause 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by or arise out of the presence on board of such persons or property or which arise at any time when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.
 - (d) Notwithstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.
 - (e) Notwithstanding anything contained in Clauses 4(a) and (b) hereof the liability of the Tugowner for death or personal injury resulting from negligence is not excluded or restricted thereby.
 - (f) Notwithstanding anything contained in these conditions, the Tugowner is subject to any guarantees or warranties under the *Competition and Consumer Act 2010* (Cth) if and to the extent they are applicable to this agreement.
 - (g) The Tugowner may, at its option, limit its liability in respect of any breach of a guarantee or warranty implied by the *Competition and Consumer Act 2010* (Cth) to the supply of any service (not of a kind ordinarily required for personal, domestic or household use or consumption) under the conditions to:
 - (i) supplying the service again; or
 - (ii) the cost of having the service supplied again.
5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as "the other Tugowner") to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or implied by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.
6. Nothing contained in these conditions shall limit, prejudice, or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by

any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation of furtherance thereof or delays of any description, howsoever caused or arising, including by the negligence of the Tugowner or his servants or agents.
8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants or agents.
9.
 - (a) The agreement between the Tugowner and the Hirer is and shall be governed by laws applicable in the State of Queensland as the State that the services are performed in and the Tugowner and the Hirer hereby accept, subject to the proviso contained in sub-clause (b) hereof, the exclusive jurisdiction of the Queensland courts.
 - (b) No suit shall be brought in any jurisdiction other than that provided in sub-clause (a) hereof save that either the Tugowner or the Hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.