

**STANDARD PUBLISHED RATES**  
Effective 01 May 2023

STANDARD CHARGES (BERTHING/SAILING/SHIFTING) GRT	MELBOURNE Rate per Tug	BRISBANE Rate per Tug	PORT BOTANY Rate per Tug	PORT JACKSON (Gore Cove) Rate per Tug	PORT JACKSON (Excl. Gore Cove) Rate per Tug	GEELONG Rate per Tug
Up to 10,000 tons	\$ 5,905	\$ 4,170	\$ 4,866	\$ 18,964	\$ 7,684	\$ 6,705
10,001 up to 20,000 tons	\$ 6,962	\$ 5,508	\$ 6,006	\$ 18,964	\$ 7,684	\$ 7,266
20,001 up to 30,000 tons	\$ 7,768	\$ 6,733	\$ 6,119	\$ 18,964	\$ 7,684	\$ 7,647
30,001 up to 40,000 tons	\$ 7,943	\$ 7,361	\$ 6,549	\$ 18,964	\$ 8,422	\$ 7,945
40,001 up to 50,000 tons	\$ 8,222	\$ 7,927	\$ 6,773	\$ 18,964	\$ 9,369	\$ 8,137
50,001 up to 60,000 tons	\$ 8,277	\$ 8,180	\$ 6,964	\$ 18,964	\$ 10,359	\$ 8,628
60,001 up to 70,000 tons	\$ 8,318	\$ 8,449	\$ 7,230	\$ 18,964	\$ 11,080	\$ 9,046
70,001 up to 80,000 tons	\$ 8,370	\$ 8,837	\$ 7,570	\$ 18,964	\$ 11,202	\$ 9,471
80,001 up to 90,000 tons	\$ 8,790	\$ 8,948	\$ 7,838	\$ 18,964	\$ 11,408	\$ 10,006
90,001 up to 100,000 tons	\$ 9,247	\$ 9,043	\$ 8,184	\$ 18,964	\$ 11,630	\$ 10,006
100,001 up to 110,000 tons	\$ 10,634	\$ 10,399	\$ 8,551	\$ 18,964	\$ 13,374	\$ 10,006
110,001 tons and over	\$ 12,227	\$ 11,959	\$ 9,820	\$ 18,964	\$ 15,379	\$ 10,006

ADDITIONAL CHARGES	3rd Tug	4th Tug	5th Tug
Melbourne	150% of the Standard Charges	150% of the Standard Charges	Price on application
Brisbane	150% of the Standard Charges	150% of the Standard Charges	150% of the Standard Charges
Port Botany	\$ 14,024	\$ 17,816	Price on application
Port Jackson (Gore Cove)	\$ 18,964	\$ 18,964	Price on application
Port Jackson (Excl. Gore Cove)	\$ 18,060	Price on application	Price on application
Geelong	Price on application	Price on application	Price on application

SURCHARGES (in addition to Standard Charges)*			
Additional Period -	Calculated in 15 minute increments and charged at 25% of the Standard Charges per Tug		
Booking / Cancellation -	Within 24hrs but greater than 2hrs of job commencement:	- 50% of the Standard Charges	
Booking / Cancellation -	Within 2hrs of job commencement:	- 100% of the Standard Charges	
Booking Amendments -	Within 2hrs of job commencement:	- 100% of the Standard Charges	
Standby & Push Up Services -	<b>Passive</b>	<b>Active</b>	
Melbourne, Brisbane:	35% of the Standard Charges	50% of the Standard Charges	- Per hour, minimum charge of two (2) hours
Port Botany:	35% of the Standard Charges	50% of the Standard Charges	- Per hour, minimum charge of four (4) hours
Port Jackson (Gore Cove):	30% of the Standard Charges	30% of the Standard Charges	- Per hour, minimum charge of two (2) hours
Port Jackson (Excl. Gore Cove), Geelong:	50% of the Standard Charges	50% of the Standard Charges	- Per hour, minimum charge of two (2) hours
Deadship Movement -	50% of the Standard Charges		
Escort (non-standard towage, within Port Limits) -	50% of the Standard Charges		
Brisbane - Assistance beyond M7 buoy, West of Cowan Point to Port Limits and STS work -	100% of the Standard Charges		
Brisbane - 'Up River' (West of Gateway Bridge) -	\$3,199 per Tug		
Port Botany - 'Kurnell 3' 1st and 2nd Tug -	\$3,419 per Tug		
Port Botany - 'Berth Access Levy' -	\$78 per Tug		

\*Any services not specified in this schedule will be subject to availability and the applicable charges will be determined upon application and negotiation

STANDARD CHARGES (RATE PER PORT CALL) GRT	NEWCASTLE			
	Vessel LOA up to 130.00m	Vessel LOA 130.01 - 200.00m	Vessel LOA 200.01 - 240.00m	Vessel LOA over 240.01m
Up to 10,000 tons	\$ 8,004	\$ 16,008		
10,001 up to 15,000 tons		\$ 16,008		
15,001 up to 20,000 tons		\$ 16,386		
20,001 up to 25,000 tons		\$ 17,101		
25,001 up to 30,000 tons		\$ 18,504	\$ 30,937	
30,001 up to 35,000 tons		\$ 19,856	\$ 33,097	
35,001 up to 40,000 tons		\$ 21,164	\$ 34,919	
40,001 up to 45,000 tons		\$ 22,581	\$ 38,188	
45,001 up to 50,000 tons			\$ 40,212	
50,001 up to 55,000 tons			\$ 42,364	\$ 47,661
55,001 up to 60,000 tons			\$ 44,746	\$ 49,880
60,001 up to 70,000 tons			\$ 49,085	\$ 54,795
70,001 up to 80,000 tons			\$ 51,463	\$ 56,460
80,001 up to 90,000 tons				\$ 59,441
90,001 up to 100,000 tons				\$ 62,733
100,001 up to 110,000 tons				\$ 65,479
110,001 tons and over				\$ 68,160

SURCHARGES (in addition to Standard Charges)*			
Shifting Ship -	50% of the Standard Charges		
Additional Period -	Calculated in 15 minute increments and charged at 25% of the Standard Charges, (Pro rata of the Port Call rate)		
Booking / Cancellation -	Within 24hrs but greater than 2hrs of job commencement:	- 25% of the Standard Charges	
Booking / Cancellation -	Within 2hrs of job commencement:	- 50% of the Standard Charges	
Booking Amendments -	Within 2hrs of job commencement:	- 50% of the Standard Charges	
Standby & Push Up Services -	<b>Standby</b>	<b>Push Up</b>	
	\$4,841 per hour	\$9,681 per hour	- Minimum charge of two (2) hours
Deadship Movement -	0% of the Standard Charges		
Passive Escort -	20% of the Standard Charges		
Active Escort (Tanker Vessel) -	25% of the Standard Charges		

\*Any services not specified in this schedule will be subject to availability and the applicable charges will be determined upon application and negotiation

## TERMS AND CONDITIONS

1. The Standard Charges and Surcharges (Rates) are for providing the services within the port limits of each of the ports and subject to and in accordance with the Smit Lamnalco Towage (Australia) Pty Ltd (Tugowner) terms and conditions (including The United Kingdom Standard Conditions for Towage and Other Services (revised 1986) (UKSTC). A copy of which is available at <http://smitlamnalco.com/services/harbour-towage>
2. The Rates are charged based on the vessel Gross Tonnage (GT) and as listed in the current edition of Lloyd's Register of Shipping.
3. All rates are in Australian Dollars (AUD) and are exclusive of GST.
4. The Standard Charges are for each tug and apply for the first two (2) tugs employed. Separate charges for additional tugs will apply.
5. For Port of Newcastle, the Standard Charges are for each port call.
6. The Standard Charges are for berthing/shifting/sailing and apply for the first two (2) hours (except for Newcastle, which is two and a half (2.5) hours, Port Botany (Kurnell 3) and Brisbane berths West of the Gateway Bridge, which is three (3) hours) and Port Jackson (Gore Cove), which is three and a half (3.5) hours) of the services provided by the Tugowner and are payable by the Hirer even if the services are completed in a shorter time. The Standard Period starts from the booked time or when engaged by the pilot (the earlier of the two) until the tug is released by the pilot on completion, except for extended escort duties where the time shall count from tug berth to tug berth.
7. If the Tugowner provides any services for any period beyond the Standard Period and which are not due to any default or delay by the Tugowner, Additional Period surcharges will apply in addition to the Standard Charges.
8. The Standard Charges are for vessels using their own power.
9. Services offered 24 hours x 7 days per week, year round with no overtime premium.
10. No fuel surcharge is applied in Brisbane, Newcastle, Port Botany and Melbourne. Fuel surcharge may be applied in Port Jackson and Geelong in line with subcontract towage providers terms and conditions.
11. Booking - A minimum 24 hours' prior notice must be given. Any bookings made within 24hrs will be dependent upon tug availability. Bookings and enquiries email [sltowageinfo@smitlamnalco.com](mailto:sltowageinfo@smitlamnalco.com)
12. The Hirer acknowledges that the Tugowner has the right to refuse to provide the services, without any liability to the Hirer at any time, in the event of a tug breakdown, non-availability of tug crew due to strike action or illness and/or delays to Hirer's vessel due to other vessel movements scheduled by the Port Vessel Traffic Service Office.
13. The services will be booked by the Hirer or an agent of the Hirer by placing a Purchase Order with the Tugowner.
14. 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 to be made by or on behalf of the Hirer, with charges payable in full for the services provided.
15. If a standby and/or push up service is required, this service is considered as a new booking and is charged as a percentage of the Standard Charges, per tug, per hour for the Standard Period. After the Standard Period, the booking is charged per hour or part thereof. An Active job is when the tug leaves the wharf and a Passive job is when it does not. Passive (at wharf) standby carried out by 24 hour on-site rostered crews has no charge applicable. However, if additional non-rostered crews are required for passive standby, then the charges will be split equally between the vessels in the port during that period. For Newcastle, standby and/or push up services are charged at a fixed rate per hour. Booking surcharges do not apply.
16. 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 5%. The Hirer shall also pay all expenses incurred by the Tugowner in recovering the payment of outstanding moneys.
17. The Hirer must provide the Tugowner in a timely manner with all information, certificates and authorisations reasonably requested by the Tugowner in connection with the services.
18. The Hirer warrants that the vessels are seaworthy and any cargo loaded on the vessels comply with all applicable laws (including all foreign trade control and export control legislation, regulations and sanctions).
19. 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.
20. The Hirer indemnifies the Tugowner, its employees, agents and contractors from any liability sustained or incurred by the indemnified parties arising out of or in relation to:
  - a. the Hirer breaching the terms of the contract, including any of its obligations, representations and warranties described in the contract; and
  - b. the Tugowner obeying the instructions of the vessel's master, officers, employees, agents, contractors, or other personnel, including but not limited to the pilot, given in connection with the services (for the avoidance of doubt there is no obligation on the Tugowner to investigate the reasonableness or otherwise of such instructions).
21. 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.
22. Any notices, instructions, requests or other communications from and to the principal shall be made by or to the Hirer for and on behalf of the principal, and the Tugowner need not separately communicate or otherwise deal with the principal in respect of the contract.
23. Any payment made by the Tugowner to the Hirer pursuant to the contract shall be made to the Hirer held on trust for the principal and the receipt by the agent of such payment shall be a full and sufficient discharge of the Tugowner in respect of such payment.
24. Despite anything to the contrary contained elsewhere in this agreement, in circumstances where a vessel is in imminent peril as determined by the harbour master acting reasonably, or where a tug or its crew are in imminent peril as determined by the Tugowner in its sole discretion, the Hirer acknowledges that nothing in this contract shall preclude the Tugowner from making a claim for salvage under maritime law subsequent to rendering assistance to a vessel in peril.
25. Subject to clause 26, the Tugowner, to the extent permissible by law, excludes all implied guarantees, warranties and conditions relating to the services. The Tugowner shall not be liable for any liabilities sustained or incurred by the Hirer or any third party as a result of the Hirer's use of or the supply of the services, including but not limited to those liabilities arising out of any delay or failure to supply the services or the negligence of the Tugowner, its employees, officers, agents and contractors.
26. Despite any other provisions of the agreement and UKSTC, the Tugowner shall be subject to any guarantee provided by the Competition and Consumer Act 2010 (Cth) (as amended from time to time) (the Act) if and to the extent that the Act is applicable to the contract. The liability of the Tugowner, if any, for a breach of guarantee or warranty implied by any law in relation to the supply of the services under the contract is limited to, at the tug owner's option, supplying the services again or the payment of the cost of having the services supplied again.
27. The Hirer must notify the Tugowner in writing of any claim which it may have against the Tugowner arising out of or in connection with the contract within six (6) months of the Tugowner completing or failing to complete (as the case may be) the services to which the claim relates and must commence legal proceedings against the Tugowner within one (1) year of the time when the cause of action first arose. If either of these conditions is not complied with, the Hirer waives and releases the Tugowner from any and all claims and all rights whatsoever and howsoever which it may have against the Tugowner arising out of or in connection with the contract.
28. The Hirer acknowledges that the Tugowner may subcontract some or all of the services to another tug owner at the relevant ports and agrees that the Tugowner reserves the right to amend its tariffs and terms and conditions, when the other tug owner amends its tariffs and terms and conditions from time to time.

### CONTACT:

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