

Grey District Council

Greymouth Port Bylaw 2014

Outlining Standard Terms and Conditions of Business

This bylaw was adopted by the Grey District Council at an Ordinary Meeting held on 13 October 2014 following consideration of submissions received as part of the Special Consultative procedure.

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GREY DISTRICT COUNCIL GREYMOUTH PORT BYLAW 2014

Outlining Standard Terms and Conditions of Business

Pursuant to the provisions of the Local Government Act 1974, and amending Acts, and all other powers enabling it, the Grey District Council does hereby, by Special Order, make and adopt this bylaw.

TITLE AND DATE OF COMING INTO FORCE

This bylaw may be cited or referred to as the '**Greymouth Port Bylaw Outlining Standard Terms and Conditions of Business 2014**' and shall come into force on 14 October 2014.

PURPOSE OF BYLAW

The purpose of this Bylaw is:

1. To provide for clear objective and positive terms and conditions of entry and use of services provided by the port.
2. To create uniformity in the approach other ports in New Zealand employ.
3. To, through the careful and sensitive application of the bylaw, create a safe environment for users and visitors alike.
4. To create certainty for all concerned and have it available and accessible for all to take note of.

AVAILABILITY OF PRINTED COPIES

The Council shall have this bylaw printed and shall supply a completed copy to any person requesting it.

1.0 INTRODUCTION AND GENERAL INFORMATION

- 1.1 Port of Greymouth (the Port) is operated by Grey District Council (Council). Council will make all reasonable endeavours to maintain its equipment, floating plant, facilities, and services in a condition adequate for the tasks they were designed to perform, and to operate safely and efficiently through properly qualified and competent personnel.
- 1.2 In the interests of health, safety and efficiency, and for the benefit of all persons working, visiting, or having occasion to be within the Port Area and/or using the port facilities, Council adopted this document to outline the conditions under which such persons may enter onto the Property and conduct their business.
- 1.3 These conditions shall apply to all Port Users or visitors entering the Port and to all Port Users berthing or intending to berth a vessel at a Council owned berth and/or to utilise any facilities or services under the operation or control of Council, provided, however, that nothing in these conditions shall prevent a Port User limiting liability to the extent that such limitation is specifically prescribed by New Zealand law.
- 1.4 Council will not tolerate what it, in its absolute discretion, considers to be unsafe or dangerous actions or conditions which may endanger persons, property or shipping operations and will take appropriate action against anyone who willfully or negligently violates these conditions or carries out any operation in the Port area in a dangerous or unsafe manner.
- 1.5 Notwithstanding clause 1.1 Council shall not be liable for any loss (whether direct or consequential), damage (whether direct or consequential), costs, expenses, injury or death of whatsoever nature or kind and howsoever sustained or occasioned and whether to property or persons unless such loss, damage, costs, expenses, injury or death was directly caused by the negligence of Council or its servants, agents or contractors (including any employees thereof).

- 1.6 In the event of there being any inconsistency between these conditions and any specific agreement entered into in relation to services offered by Council and/or any conditions relating to permits issued by Council the conditions of such agreement and/or permit shall take precedence.
- 1.7 In addition to complying with these conditions all Port Users are to comply with the requirements of the Port Plans and all other statutory and/or local government laws and regulations as well as any appropriate code of practice which may at the time be in force. All references to statutes or regulations will include any amendment thereto or any substitution thereof.
- 1.8 These conditions may be varied from time to time by Council. The latest version may be obtained on request or viewed on the Council website.
- 1.9 The waiving or varying of any of these conditions to meet particular situations in the Port Area shall not be deemed to be a general waiver or variation of these conditions.
- 1.10 Nothing in these conditions diminishes the right of Council to require any person at any time to leave the Port.
- 1.11 These conditions shall be governed and interpreted in accordance with New Zealand law.
- 1.12 There is a maximum of liability that will be accepted by Council in relation to Port of Greymouth as shown in the table hereunder, irrespective whether the loss/damage/injury has been caused by negligence on the part of Council:

LOSS	MAX.LIABILITY	MAXIMUM AGGREGATE LIABILITY	EXCESS
Vessels and equipment	Lesser of reasonable cost of repair or market value	\$1 M	\$200 K
Cargo	In sealed container: \$5 K On board: \$750 per manifest tonne Elsewhere: \$ 1000 per tonne	\$75,000 \$50,000 \$50,000	\$300 \$300 \$300

- 1.13 Notwithstanding the provisions of clause 1.14, Council will not be liable in any circumstance whatsoever:
- Where it was caused wholly or principally by the Port User's failure to comply with these Standard Terms and Conditions.
 - For any demurrage, delay or other costs of any kind however caused but Council will make every reasonable endeavour to limit such impacts.
 - To pay any costs, charges, expenses or damages or any other form of monies for injury, arising from the failure by the person or anybody else who is not an employee of Council.
 - For any indirect, special or consequential costs however caused, including negligence by Council, its employees, agents or contractors.
 - For any direct or indirect consequences of Council's inability to provide Port related services, equipment or facilities on demand.
- 1.14 Any claims in relation to loss of cargo must be submitted to Council in writing within 10 working days after the loss has occurred or such extended period approved by Council on reasonable grounds, failing which such claims will be deemed waived and absolutely barred. On the same basis, all other claims must be submitted in writing to Council within 30 working days.
- 1.15 Port Users, apart from complying with all statutes per clause 1.7 above, will in particular take care to not do anything or omit to do anything or use materials, substances or processes that will be in

breach of or may endanger the Resource Consents held by Council for the Port or the Marine Pollution Act 1974 and will advise Council immediately if any such breach, action or omission occurs.

- 1.16 The Consumer Guarantees Act 1993 applies only where one party is a business and the other a consumer. In the case of Port Users, any warranties implied under this Act or otherwise are excluded to the maximum extent possible.
- 1.17 Council will not be held responsible for any complete or partial failure to perform, or delay in performing, or incorrect performance of any port related services arising out of or contributed to by one or more of Act of God, storm, flood, fire, explosion, strike, riot, civil commotion, lockout, work stoppage, restraint of labour of whatever nature or kind (actual or threatened) any other industrial or environmental action, war, hostility, act of terrorism, breakdown, vandalism or accident or failure of any equipment, plant or machinery from any cause whatsoever, inherent vice or quality of goods or any other circumstance caused beyond the control of Council.
- 1.18 Council will vary the Terms and Conditions specified herein from time to time. Any such variation will be done after consultation with Port Users and Port Users will have 30 working days in which to agree to the variation or put forward an amendment to the variation. Failure on the part of Port Users to respond to this notice within the said 30 day period will be deemed as acceptance of the variation. If a Port User gives notice to Council that the variation is not acceptable and further negotiation cannot bring a mutually agreed outcome, Council may terminate or suspend provision of Port services to such Port User.
- 1.19 For purposes of S.4 of the Contracts (Privity) Act 1982 all terms in this document conferring benefits on Council are intended for the benefit of Council, its employees, authorised agents and representatives.

2.0 INTERPRETATIONS

"Authorised Person" shall mean any person who has business on the Port with prior authorisation by the Council.

"Berths" shall mean all areas alongside the Wharves used to berth vessels.

"Coastal Vessel" shall mean any vessel predominately trading on the New Zealand coast.

"Council" shall mean the Grey District Council, herein represented by the Chief Executive Officer or any other employee duly and appropriately delegated to do so.

"Harbourmaster" shall mean the person appointed by the Grey District Council pursuant to Section 16 of the Local Government Amendment (No 2) Act 1999.

"Hazardous Area" shall mean any area within the Port Area which Council may from time to time class as hazardous and is defined by fencing, barriers or notices.

"Person" shall mean individual persons, groups as well as equipment, vehicles or vessels used by them or under their control

"Pilot" shall mean any person duly licensed or appointed by Maritime New Zealand to act as Pilot within the Pilotage District.

"Pilotage District" shall mean the Port of Greymouth Pilotage District being a circle of two nautical miles radius from the Signal Flagstaff.

"Port" shall mean the Harbour of the Port of Greymouth.

"Port Area" shall mean and include all areas of the Port, Wharves and Berths as herein defined which are used for the purposes of the commercial undertakings of Port of Greymouth as shown

outlined in blue on the Port of Greymouth - Location Plan at page 8 and includes also the northern and southern breakwater, training walls, as well as Grey River, Erua Moana Lagoon and other waterways insofar it falls within the pilotage district.

"Port of Greymouth Safety Plan" shall mean the plan, developed in accordance with the Maritime Security Act 2004 and the International Ship and Port Facility Security (ISPS) Code, to ensure the application of measures designed to protect the port facility and ships, persons, cargo transport units and ships store within the port of Greymouth from the risks of a security incident.

"Port owned land" shall mean all Port related land, buildings, Wharves as herein defined, and other structures, plant or equipment, either mobile or static, owned, leased or administered by Council.

"Port Plans" include the Port Safety Plan, Safe Operating Procedures as well as any other plans that the Port issues from time to time.

"Port Tariffs" refers to Schedule of Charges promulgated by Council by resolution and reflected in its Annual Plan.

"Port User" shall mean and include the owner, lessee, charterer, operator or manager of any vessel and/or road carrier or any person for whom Council provides or is to provide a Port related service and/or any person who is or who appears on reasonable grounds to be an agent for or a representative of any one or more of the foregoing and/or any lessee/licensee or sub-lessee/ sub-licensee of Council in respect of Port of Greymouth and/or any contractor who has cause to work within the Port Area and the obligations and liabilities under these conditions of all or any such persons, if there be more than one, shall be joint and several.

"Stevedore" shall mean any person or company employed to load or unload ships' cargo of any kind.

"Towage" shall mean all those operations of a tug when it is being used to assist with the berthing, sailing or any other movement of any other vessel.

"Wharves" shall mean all wharves owned and/or administered by Council and used for the shipping and unshipping of persons or goods, and including any building thereon, and the adjacent storage area and Berth as required to service the wharf.

3.0 PORT OF GREYMOUTH – LOCATION PLAN AND LAY-OUT



4.0 PORT TARIFFS

4.1 Subject to any specific agreement to the contrary the charges for all Port services are per the Port Tariffs. Copies are available on request or on the Council website.

4.2 The following persons shall be jointly and severally liable to pay all charges due in respect of any vessel -

- (a) The owner of the vessel.
- (b) The master of the vessel.
- (c) The agent or any person who has held himself or herself out to be the agent of the vessel, or its owner or master.

4.3 The following persons shall be jointly and severally liable to pay all charges in respect of any goods passing through or stored on the property -

- (a) The owner of the goods.
- (b) The consignor of the goods.
- (c) The consignee of the goods.
- (d) The master or owner of the vessel to or from which the goods have been or will be loaded or landed.
- (e) The agent or any person who has held himself or herself out to be the agent of the owner, consignor, or consignee of the goods, or the master or owner of the vessel.

4.4 Council shall be entitled to -

- (a) Retain possession of any goods passing through or stored on the property; or
- (b) Prohibit any vessel from leaving its Wharves until payment of all charges in respect of such goods or vessel is made in accordance with the terms of payment.

4.5 (a) Unless otherwise agreed in writing prior to provision of the services requested, the terms of payment for services will be cash in full in advance of the service being rendered or the cargo is released or the vessel departs.

- (b) If credit has been granted, then payment for services rendered will be by the 20th of the month following invoice.
- (c) Council reserves the right entirely at its discretion to apply an interest charge of 1.5% per month compounding on overdue accounts.
- (d) The 'person(s) liable' as defined in clauses 4.2 and 4.3 shall become liable for all costs, expenses or fees reasonably incurred by Council in recovering overdue accounts.

5.0 ENTRY TO AND USE OF PORT

5.1 The Port is owned and managed by the Council. All persons who enter the same, with or without vehicles, do so at the will of Council Terminals and shall at all times obey the orders and instructions of Council whether written, verbal, or displayed on signs.

5.2 Access to the Port as operational area will be governed by the Maritime Security Act 2004 and the Port of Greymouth Safety Plan.

- 5.3 All road access to the Operational Area shall be via Gresson Street or where authorised by Council, via Charles O Connor Drive.
- 5.4 All visitors entering the Operational Area must report to the Port Office to obtain authority to enter.
- 5.5 All Port Users and visitors must be able to identify themselves if asked to do so by Council staff.
- 5.6 Council may cause to be removed from, or to another part of the Operational Area, any vehicle or other object causing an obstruction or whose owner or operator is not observing the provisions of these conditions.

Any vehicle or object so removed will be recoverable at the owner's expense and at a time convenient to Council

Subject to clause 1.5 herein Council shall not be responsible in any way for any loss or damage to such vehicle or other object whilst it is on the Property or in the course of removal.

- 5.7 Every person who uses the Port Area will clean up and remove any rubbish arising from such use to the satisfaction of the Council. If such clearing and removal is not done satisfactorily, it may be done by Council and the costs thereof shall be recoverable from said Port User.
- 5.8 No person shall operate upon the Property any vehicle fitted with any metal tyre or any tyre or track having lugs, cleats or similar projections without the written permission of Council.
- 5.9 Recreational fishing off commercial areas, wharves, boat launches and rock embankments may at any time be prohibited for any period of time. For avoidance of doubt, the following wharves are off limits to any unauthorised persons:
- Richmond Quay
 - Westfleet Wharf
 - Talleys wharf
 - the Slipway
- 5.10 Weight limitations exist in respect of plant and motor vehicle access onto wharves and must at all times be adhered to. The owner, driver or person in charge of any vehicle shall, if and when required by the Council to do so, at own cost provide proof of the correct weight of such vehicle or of such vehicle and its load.
- 5.11 All vehicles that enter the Operational Area may be required to exit clear of any contaminates that may dirty the public roads adjacent at the cost of the owner or operator.

6.0 GOODS AND CARGO

- 6.1 The master and/or stevedore of every vessel shall be responsible for the safe and proper loading or unloading of any goods or cargo relating to such vessel. Without derogating from the above responsibility, the master and/or stevedore will comply with any reasonable instruction given from time to time by the Council.
- 6.2 The master, owner or agent of any vessel intending to discharge or load goods or cargo at Council owned wharves shall -
- (a) Produce a complete cargo manifest or other similar document showing full details of the goods or cargo to be discharged, including accurate weights and measures of such cargo.
 - (b) Produce a complete cargo manifest or other similar document showing full details of the goods or cargo loaded, including accurate weights and measures of such cargo, no more than ten (10) working days after the loading of such cargo has been completed.
- 6.3 (a) All goods or cargo placed or landed on Wharves owned by Council shall be placed or landed or stored as and where directed by Council.

- (b) No person shall place on such Wharves any package of a greater weight than ten (10) tonnes, or the lesser weight as notified for the particular section of wharf, without the special permission in writing and under the direction of Council, provided that the Council may give a general authority in writing on such terms as he/she sees fit.
- (c) No person shall allow any goods or cargo to remain anywhere within the Operational Area beyond the close of the working day when it was placed there without the permission of Council. Council shall be entitled to remove any goods placed on the Property in breach of this clause and recover the cost of such removal from the persons referred to in clause 4.3. Subject to clause 1.5 herein Council shall not be responsible in any way for any loss or damage to such goods, cargo or articles while they are on the Property or while in the course of removal.

6.4 All Port Users shall comply with the New Zealand Customs Regulations pertaining to export/import delivery orders.

6.5 Port Users shall ensure that all goods, cargo and containers presented to Council for storage or handling are properly packed, marked and labeled, do not exceed their stated weight and are in a fit and proper condition to be handled by the equipment and operating procedures usually employed by Council.

6.6 Unless prior special permission in writing has been obtained from the Council and under its direction, all goods, cargo and containers presented to Council are to be free from any item or substance which could cause an adverse effect on the environment. Council may give a general authority in writing on such terms as it sees fit.

6.7 No person shall remove any goods or cargo from Council owned Wharves without first having obtained the necessary authority from the owner, master, or agent of the vessel from which the goods or cargo were landed, and where necessary the New Zealand Customs Service. Any person so authorised to remove such goods or cargo from such Wharves shall upon the request of Council produce documentation to prove such authorisation has been properly obtained. Subject to presentation of such authority Council shall be free to release the goods or cargo to whomever it may reasonably believe to be the person or agent of the person lawfully entitled to take delivery.

6.8 The master and/or stevedore of every vessel will be responsible to ensure that no cargo operations will continue in conditions which may cause dust or other similar substances to be a nuisance to other cargo operations, to the community or affect the operations of Council's cargo storage sheds.

6.9 All cargo operations shall be carried out in accordance with the following:

- (i) Health and Safety in Employment Act 1992 and its amendments.
- (ii) Resource Management Act 1991 and its amendments.
- (iii) Resource Consents issued by the West Coast Regional Council for the port operations, including air, ballast water, and water discharge.
- (iv) Resource Consent issued by the Grey District Council for port operations.
- (v) The Regional and District Resource Management Plans.
- (vi) Any other policies regulations, codes and rules of Council re the port, any other Local Government with jurisdiction over the Port and Central Government.

7.0 SERVICES AND HIREAGE

Applications for services or hireage shall, if required, be made in writing on the appropriate form available from the Port Office. In the event of circumstances preventing the relevant form from being completed the terms and conditions thereof shall be deemed to apply as if said form had been completed and signed.

8.0 SHIPPING

- 8.1 Applications for the provision of marine services shall be made to Council, not necessarily in writing, as follows -
- (a) The Port User will if possible give Council ten (10) days' notice of a vessel's expected date of arrival at the Port, with an updated ETA 48 hours prior to the vessel's arrival.
 - (b) Council may charge a discretionary cancellation fee for changes of orders for marine services within four hours of Pilot boarding time, or such other designated time for the service.
 - (c) The Council shall allocate the Berth, facilities and services as shall in its opinion be necessary or desirable to fulfill the services required and otherwise in a reasonable manner having regard to the general operations of the Port.
 - (d) Council may instruct that a vessel vacates a berth if it considers it necessary having reasonable regard for the general operations of the Port and any priority berthing arrangement that may exist from time to time.
 - (e) The master or agent of a vessel must give Council an arrival crew list twenty-four (24) hours prior to arrival of every vessel, if the vessel is other than a coastal vessel. Coastal vessels may also be required to provide a crew list if the Port is operating at the time under the Safety Plan requirements.
- 8.2 No Harbourmaster is available and no Pilotage or Towage services will be available.
- 8.3 No person shall use any tug at the Port except when specifically approved for such use by Council. Any such approval should be in writing and subject to any conditions which Council may consider necessary for the safe operation of the port.
- 8.4
- (a) The master/owner of every vessel shall be responsible for the safe handling of the vessel which includes her stowage, trim, stability and the operations of berthing, mooring, unmooring and un-berthing as well as the safety and security of the vessel at all times whilst said vessel is within the Port or Pilotage District and under no circumstances shall Council be liable therefor.
 - (b) Any advice and/or data provided to the master of a vessel by Council on weather, sea, entrance conditions, river, bar, and hydrographic survey data, is provided in good faith but without commitment, and under no circumstances shall Council be liable for the accuracy, interpretation and use of such data. This remains the sole responsibility of the master of every vessel.
- 8.5 No person shall, without the consent or authority of the Council, cut, cast off, or interfere in any way with any rope or tackle made fast or attached to any vessel, wharf, mooring buoy or other place where the same has been fastened or attached by the Council or at its order and direction.
- 8.6 The master or owner of every vessel shall be responsible for any damage to Wharves, warps, fenders, navigation aids or any other property of any description whatsoever which shall be damaged or lost as a consequence of the vessel using such Wharves, warps, fenders or other property.
- 8.7 The master of every vessel in Port shall keep closed all relevant openings and ensure that no substance whatsoever is discharged or thrown into the Port or onto the Wharves or Property, except with the prior approval of Council and then only that which is authorised as an approved or consented activity under the West Coast Regional Plans (prepared pursuant to the Resource Management Act 1991).
- 8.8 The master of every vessel shall be responsible for any marine pollution associated with his/her vessel and must -

(a) Notify Council and the West Coast Regional Council by radio or telephone immediately after a spill or any other event likely to cause pollution has occurred regardless of whether or not the pollutants have reached the water; and

(b) Take immediate and appropriate action to contain and clean up the pollution.

8.9 The master of every vessel at the Port shall ensure that garbage is deposited and contained in the receptacles provided by Council.

8.10 No person shall upon any vessel, while such vessel is at any wharf, blow or sound or cause to be blown or sounded, the whistle, siren or horn thereof, or cause any other noise which may be a nuisance without the prior consent of Council; provided that nothing in this condition shall preclude the testing of such whistle, siren or horn before a vessel leaves the wharf or in an emergency.

8.11 No master shall careen, heave down or haul any vessel onto a wharf or on shore without the permission of Council.

8.12 No person shall work or cause to be worked the propeller of any vessel whilst such vessel is lying at any wharf, without having first sought and obtained the permission of Council and, notwithstanding that such has been given, no person shall work such a propeller or cause it to be worked where the working thereof may cause damage to any property or injure any person; provided that nothing in this clause shall preclude the turning of any propeller for the safe berthing and un-berthing of any vessel.

8.13 In the event of an accident or incident involving a vessel Council may, in the interests of the safe operation of the Terminal and safety of the vessel, instruct that an underwater inspection of the vessel be carried out. The payment of any costs associated with the inspection shall be the responsibility of the owner, master or agent of the vessel as provided for in Section 4 herein.

8.14 Should a vessel that is out of survey be deemed to be in a poor condition by the Port Supervisor to the extent that it represents a risk to the Port and any other vessels in Port, Council can insist that the vessel owner provides it with a report from an Engineer on the condition of the vessel within 21 days.

Should the Engineer confirm the vessel to be in satisfactory condition and not posing such risk, such Engineer must clearly state the duration that the finding will remain relevant. Should the Engineer confirm that the vessel is in fact in poor condition and as such posing a risk or should the owner of a vessel fail to provide Engineer's report within the required time, Council can insist that:

- All fuel oil and any other products with the potential to pollute the Port be removed off the vessel within 14 days.
- The vessel, as such, be put on dry land within a further two months from where it will be moved to an approved location.

8.15 Should a vessel owner fail to comply with the provisions of clause 8.14, Council will, after written notice to the owner, take the necessary steps including disposal of the vessel and recover the cost from the owner.

9.0 HEALTH AND SAFETY

9.1 (a) All persons whilst within the Operational Area shall take all reasonable care and safety precautions including but not limited to those listed in this section of these conditions.

(b) All Port Users shall comply with the requirements of the Health and Safety in Employment Act 1992 and any amendments, and the Greymouth Port Safe Operating Procedures, and have appropriate health and safety policies and procedures in place. All Port Users shall make such policies and procedures, which relate to their activities in the Operational Area, available to Council upon request and will comply with any further reasonable demands Council may impose in regard to health and safety.

- (c) All Terminal Users and visitors shall comply with Grey District Council's Smoke-free Workplace Policy which states -
 - (i) All Council indoor workplace areas and all Council vehicles are designated non-smoking areas.
 - (ii) Where work is undertaken outside an employee can request that there is no smoking within two metres of their usual outdoor worksite.
 - (iii) Smoking is not permitted in any Hazardous Area.
 - (d) All Port Users working in the Operational Area may be required to attend and pass a Port site induction course if applicable.
 - (e) Port Users may, on application to and at the discretion of Council, be issued with identity and access cards.
- 9.2 Every person using a motor vehicle in the Operational Area shall operate the vehicle with care and in accordance with all New Zealand road transport acts and regulations. No person shall drive at a speed exceeding ten (10) kilometres per hour. Driving lights or headlights on dip shall be operated when travelling within the Operational Area.
- 9.3 The master of every vessel must comply with any verbal or written direction or request given by Council
- 9.4 No person shall work unaccompanied when working in a potentially dangerous or any Hazardous Area or any area or location which is exposed to the perils of the sea.
- 9.5 All persons working within the Operational Area must ensure that, as far as it is compatible with the work being carried out, the area in which they are working is kept free and clear of all equipment, material or property of any kind which may constitute a safety, environmental or fire hazard.
- 9.6 No meal or similar tea breaks are to be taken within any Hazardous Area.
- 9.7 No electronic flash guns, battery operated cameras, radios or any other battery operated equipment shall be taken on or into any Hazardous Area except where such equipment is covered by an approved classification certificate.
- 9.8 Council Terminals reserves the right to inspect all equipment of any kind which is to be operated within the Terminal Area to ascertain whether such equipment complies with standard safety requirements and the requirements of these conditions.
- 9.9 In the event of any accident within the Terminal Area causing injury or death to any person or loss or damage to any equipment or property Council requires its incident report form to be completed and lodged as soon as practicable at the Port Office. The incident report form may be obtained from the Port Office.
- 9.10 In the event of a fire or other emergency Council may, by any of its employees, take such steps as may be deemed advisable to extinguish or reduce such fire, or save or minimise damage to its own or any other property of every description. Council shall not be responsible for any damage whatsoever which may result in consequence of any such steps taken and shall be entitled to recover from the owner of such property any costs or expenses incurred.
- 9.11 The Master (or skipper) and crew of any vessel approaching the Greymouth bar are required to wear a well-fitting Type 401 Open Water Lifejacket, either the manually triggered or semi-rigid foam type or a type 408 PFD as recommended by Maritime New Zealand from at least 200m before crossing the bar through to 200m after having crossed the bar. It is the responsibility of the Master to ensure strict compliance with this provision.

WORK APPROVALS

- 9.12 Certain work, as outlined but not limited to that in clause 9.13, to be carried out in the Operational Area must be carried out in accordance with Council's approval which shall be obtained at the Port Office.
- 9.13 Approval must be obtained from Council before any of the following work is commenced -
- (a) Any maintenance or repair work on equipment that is personally owned by a third party but which is located on Council Property.
 - (b) Excavation of any earthworks within the Operational Area. Prior to any excavation approval being issued Council will require that the location of all services both above and underground within two metres of the area to be excavated have been accurately identified.
 - (c) Any lifting operation or load movements (whether or not they relate to cargo operations) for parcels exceeding ten (10) tonnes or lesser depending on the area notwithstanding the provisions of clause 6.3(b) of these conditions.
 - (d) Entry or partial entry into a confined space which includes, but is not limited to, any chamber, tank, pipe or space that has limited access/egress or atmospheric conditions that may cause a hazard to the person entering the area.
 - (e) The transfer of bunkering and/or waste oil to or from any vessel either by pipeline and/or road tanker at any berth within the Operational Area. Such transfer must be in accordance with a Site or Vessel Oil Spill Management Plan provided by the organisation carrying out the transfer and approved by Council and the West Coast Regional Council.
 - (f) The storage of any hazardous substances, including fuel and flammables, must not be in quantities greater than those allowed by the Hazardous Substance and New Organisms Act 1996 unless subject to the controls set out in that Act and applicable regulations.
- 9.14 Except in the case of emergency repairs, applications for approvals must be made at least two (2) working days prior to the intended commencement of the work. In the case of an emergency the issuing officer may be contacted through Council's after- hours telephone number.
- 9.15 All persons undertaking work within the Operational Area shall wear appropriate safety clothing and equipment of a type that complies with current New Zealand standards, recognised codes and guidelines, approved by Council and be suitable for the task at hand. It is the responsibility of the applicant to ensure that they provide the necessary personal protective equipment to their own staff.
- 9.16 Naked flames, matches, petrol or other lighters, or any apparatus for causing ignition shall not be taken on or into any Hazardous Area or any area where explosives or dangerous goods are being handled except for use with equipment covered by a specific work permit, and then only in strict accordance with the conditions of such permit.
- 9.17 No person shall undertake underwater inspections or operations in the vicinity of the Wharves or the fairway or any other place where shipping operations are likely without first having sought and obtained approval from Council.

HAZARDOUS SUBSTANCES (including dangerous goods, explosives and toxic substances)

- 9.18 Council shall not be obliged to receive onto the Property any hazardous substances or any goods which in the opinion of Council may cause injury or damage. When doubt exists in regard to the nature of goods suspected of being dangerous, Council may employ a suitably qualified person at the expense of the owner or agent of the goods to assist in deciding upon the action to be taken in regard to such goods.
- 9.19 The master of any vessel intending to visit the Port shall advise Council if any hazardous substances are on board or intended to be loaded onto the vessel at the Port and the quantity and

stowage or intended stowage of such hazardous substances. Such advice to the General Manager shall be given as early as possible, but no later than twenty four (24) hours prior to the vessel's arrival at the Port.

- 9.20 (a) No person shall bring, land or store upon port property owned by Council any hazardous substances without the written consent of Council.
- (b) All such goods shall be removed by the owner, agent or consignee thereof immediately upon being landed upon such port property and if such owner, agent or consignee shall fail to do so he/she will be held responsible for any injury, damage or loss that may occur through any accident arising there from.
- (c) Any such goods not so removed may be removed by Council and stored in a place deemed suitable and such owner, agent or consignee thereof shall upon demand pay to Council the costs of such removal and storage.
- 9.21 Any hazardous substances landed or stored on Council owned port property shall be clearly marked as to contents and the recommended emergency procedures in the case of spillage. Notwithstanding this the appropriate material safety data sheets shall be supplied to Council at the time his/her consent is sought to land or store such materials.
- 9.22 No person shall place any empty containers that have held hazardous substances on Council owned property unless such containers have been thoroughly drained and ventilated and all bungs replaced and screwed in tightly, and no such containers shall be left on such Council property after working hours without the written consent of Council.
- 9.23 No person shall light or heat any combustible substance or drain any tank or bilge containing any hazardous substance on board any vessel in the Operational Area without the written permission of Council.
- 9.24 The handling of hazardous substances shall be in accordance with the Hazardous Substances and New Organisms Act 1996 and regulations as they relate to dangerous goods and toxic substances.
- 9.25 If Council on reasonable grounds believes that any cargo, consignment of goods or other thing represents an immediate danger to the safety of any person or property, Council shall be entitled to take such action as it considers appropriate to eliminate or mitigate such danger and in such circumstances the Port User shall meet all costs and take all reasonable steps to assist with the elimination or mitigation of such danger (including giving its full co-operation in relation to all steps taken or directed to be taken by Council).

10.0 INDEMNITY

- 10.1 All Port Users shall indemnify Council for any liability to third parties which arise from the activities of the Port Users or any of the Port Users' staff, agents and contractors whilst working within the Operational Area.