

## T-Ports Lucky Bay Grain Terminal: Port Loading Protocols 2021/2022

(Issue 8 October 2021)

### A. Introduction

1. These Port Loading Protocols describe how the Terminal Operator will manage the capacity at the Terminal Facilities and allocate shipping capacity and ship loading services at the Terminal Facilities. The Port Loading Protocols apply to grain (wheat and barley).
2. The Terminal Facilities receive grain by road transport only. The Customer should be aware that careful planning of cargoes is required to ensure sufficient cargo is positioned in a timely manner prior to vessel arrival to achieve optimal vessel turnaround.
3. Before requesting to receive the Port Terminal Services at the Terminal Facilities, the Customer must execute a T-Ports Storage and Handling Agreement and adhere to the terms and conditions described therein.
4. In the event of any inconsistency the terms of the T-Ports Storage and Handling Agreement will prevail over these Port Loading Protocols.

### B. Definitions

1. **Anchorage Point** means the DPTI approved anchorage point at 5.5 nautical miles offshore where the Terminal Operator's Trans-shipment Vessel transfers grain onto the Customer's ocean going vessel.
2. **Business Day** means each day excluding Saturdays, Sundays and public holidays in South Australia.
3. **Cargo Assembly Plan** means the document provided by the Customer to the Terminal Operator as set out in Step 2 of these Port Loading Protocols.
4. **Customer** means an entity (or its agent) that has entered into a Storage and Handling Agreement with the Terminal Operator and wishes to access the Terminal Facilities for storing, accumulating and loading bulk grain onto its vessel for export.
5. **DAWE** means the Department of Agriculture and Water and the Environment.
6. **Booking Period** means the period included in the Intent to Ship Notice that indicates the Customer's preference for vessel loading at the nominated port either first half (FH) or last half (LH) of the shipping month.
7. **ETA** means estimated time of arrival.
8. **Intent to Ship Notice** means the document supplied by the Customer to the Terminal Operator when seeking to book shipping capacity, as set out in Step 1 of these Port Loading Protocols.

9. **Load Plan** means the document supplied by the Customer to the Terminal Operator that provides instructions on how the vessel shall be loaded.
10. **Load Slot** means the period offered by the Terminal Operator to the Customer that indicates the best estimate for the commencement and completion of vessel loading.
11. **Port** means the Port of Lucky Bay, South Australia.
12. **Port Terminal Services** means the services provided by the Terminal Operator which enables the Customer to export bulk grain, including but not limited to:
  - a. Accumulating or receiving cargo into the Terminal Facilities;
  - b. Loading of cargo from the shoreside Terminal onto the Trans-Shipment Vessel; and
  - c. Transfer of cargo via Trans-Shipment Vessel to the Ocean Going Vessel (at anchor).
13. **Nomination Fee** means the fee that is payable upon the Customer accepting a Load Slot offered by the Terminal Operator.
14. **Season** means the period from 1 October prior to the start of harvest until 30 September the following year.
15. **Shipping Stem (Public)** means the list of vessels accepted to be loaded at the nominated anchorage point for the Terminal Facilities, as published on the website [www.tports.com](http://www.tports.com) and updated as appropriate.
16. **Shipping Stem – Available Capacity (Customer)** means the shipping capacity made available by month by the Terminal Operator. This will be distributed at least monthly on a Wednesday morning or on other occasions when capacity becomes available (Customers only).
17. **Storage and Handling Agreement** means an agreement between the Terminal Operator and the Customer whereby the Terminal Operator agrees to provide access to the Terminal Facilities and associated services for the export of grain.
18. **Terminal Facilities** means the grain receipt and storage facility at the Port together with a ship loader and Trans-Shipment Vessel.
19. **Terminal Operator** means the operator of the Terminal Facilities, being T-Ports Pty Ltd.
20. **Trans-Shipment Vessel** means the vessel operated by the Terminal Operator that is loaded at the Terminal Facility berth and moves to the Anchorage Point to transfer grain to the Customer's ocean going vessel at a capacity of 3,200 tonnes (wheat basis) per cycle.
21. **Vessel Nomination** means the document supplied by the Customer to the Terminal Operator as set out in Step 3 of these Port Loading Protocols.

**C. Infrastructure Details:**

**Shoreside Berth / Loading Details**

Location of berth (TSV loading)	Lucky Bay in Franklin Harbour, South Australia
Draft of berth	5.5m AHD
Length of berth	120m
Vessel loaded at berth	T-Ports TSV Only
Loader type	Fixed point shiploader
Load rate to TSV	1,500 tph

**TSV Details**

Vessel type	Self propelled transhipper
Length of vessel	87m
Vessel capacity	3,200 tonnes (wheat basis)
Loader type	Slewing loading boom
Load rate to OGV	1200 tph
Loaded draft	4.2m
Unloaded draft	1.7m
OGV Compatibility	OGV's measurement from waterline to top of hatch coaming being no more than 14.5m. A higher condition could be accepted subject to review and approval by TPorts' naval architect.
Speed of vessel	12 knots
Connection to OGV	Via mooring lines.

**OGV Anchorage Point Details**

Location & depth of anchorage points	5.5 nautical miles offshore TP 5 - 33°48.0S / 137°03.0E Declared Depth 16.0m TP 6 - 33°50.5S / 137°02.0E Declared Depth 17.1m
DAWE inspection location	At Lucky Bay anchorage point (not yet approved by DAWE) or the anchorage point approved by DAWE off Port Lincoln.
Vessel type	Single deck, self-trimmed bulk carrier type. General arrangement drawing to be submitted to TPorts for review and approval by TPorts' naval architect.
Max vessel size	Panamax
Arrival Conditions	Maximum ballast and lowest arrival air draft. Note : De-ballast not to be undertaken until agreed with the TSV Master.
Position at Arrival	Use starboard anchor upon arrival.

**E. Shipping Stem (Public)**

The Terminal Operator will publish a Shipping Stem weekly or as appropriate updated with bookings that have a vessel nomination on the website address [www.tports.com](http://www.tports.com).

**F. Port Loading Protocol**

In order to request Port Terminal Services, the Customer shall adhere to the Port Loading Protocol below.

**Intent to Ship Notice (Step 1)**

1. **At least 45 days prior to the first day of the Booking Period**, the Customer shall provide the Terminal Operator with an Intent to Ship Notice (Annexure A), which shall include the following details:
  - Booking Month
  - Booking Period (15 days being either FH or LH of the Booking Month)
  - Commodity
  - Grade (if known)
  - Tonnage
  - Any other details reasonably requested by the Port Terminal Operator
2. The Terminal Operator shall use best endeavours to accept or reject the Intent to Ship Notice within 2 Business Day of receipt.
3. Where the Terminal Operator accepts the Intent to Ship Notice, the Customer will be offered a First Half (FH) or Last Half (LH) Booking Period for the relevant month.

The Terminal Operator will issue both a booking reference number and a Nomination Fee invoice in order to confirm the Booking Period offer. The Customer has 2 Business Days to accept such offer and pay the Nomination Fee in accordance with the Nomination Fee invoice.
4. At least 30 days prior to the commencement of the Booking Period, the Terminal Operator will subsequently issue a Load Slot. The duration of the Load Slot will be determined by the quantity of tonnage loaded.
5. Any variances of booked tonnage via the Nomination Fee versus actual shipped tonnage will be further invoiced or credited upon the final shipping invoice
6. When assessing the Intent to Ship Notice, the Terminal Operator will take into account the following:
  - An executed Storage and Handling Agreement for the relevant Season
  - Existing shipping intentions and vessel nominations at the Terminal Facilities
  - Unallocated and available shipping capacity

- Ownership of stock within the T-Ports network and / or Approved Third Party Storages (where applicable)
  - Timely cargo accumulation
  - Loading efficiency
  - Other matters that the Terminal Operator reasonably deems to be relevant
7. Intent to Ship Notices will be dealt with in the order they are received. The Terminal Operator will use its sole discretion to allocate Booking Periods and/or Load Slots in an equitable manner with a view to spreading the task evenly across shipping months in order to minimise vessel congestion.
8. In addition to the Shipping Stem (Public), the Shipping Stem – Available Capacity (Customer) will be distributed to those Customers only that have executed a Storage and Handling Agreement for the relevant Season.

### **Cargo Assembly Plan (Step 2)**

1. **At a minimum 30 days prior to the first day of the Load Slot**, the Customer shall provide a Cargo Assembly Plan (Annexure B), which shall include the following details:
- Vessel name, if known, otherwise to be named as "TBN"
  - Updated vessel ETA
  - Ownership at sites and related tonnes (including pending in-store transfers and ex approved 3<sup>rd</sup> party store tonnes)
  - Confirmation of T-Ports Freight Service as the nominated transport company
  - Quality specifications
  - Blending details
  - Minimum tonnage / maximum tonnage
  - Special fumigation and / or phytosanitary requirements
  - Destination country
  - Any other details reasonably requested by the Port Terminal Operator
2. Within 3 Business Days of receiving the Cargo Assembly Plan, the Terminal Operator shall advise the Customer of the most likely date for the commencement of loading of the cargo and shall update the timing of the Load Slot accordingly.
3. Load Slot dates can be affected by a variety of factors including but not limited to weather, survey failures, accumulation delays, delays in loading other vessels, cargo changes, fumigation programs and DAWE compliance.

Cargo accumulation will generally commence by T-Ports using its sole discretion based on its assessment of the vessel ETA, the estimated load date depending on the vessel lineup and considerations of both the availability and efficiency of both port storage and transport.

4. The Terminal Operator will commingle grain (unless separation is otherwise agreed) with other Customers' cargo, regardless of the source, in order to efficiently manage the limited storage capacity at the Terminal Facilities.
5. Where the Terminal Operator loads stored grain of another Customer onto the Customer's vessel, the Customer agrees that, when requested, it will execute an instore transfer with the Terminal Operator or other Customer(s) of the Terminal Operator to ensure continued efficiency of the Terminal Facilities.
6. Where the Customer's grain remains in the Terminal Facilities after the completion of vessel loading, and the Terminal Operator reasonably considers it must be moved to create space for the next cargo to be accumulated, then the Terminal Operator will request and / or arrange the removal of the residual grain at the Customer's cost.
7. Prior to delivering any grain to the Terminal Operator from approved third party storages and/or ex farm storages post-harvest, the Customer shall advise whether the mentioned grain has been or is to be fumigated with any insecticides or grain protectants (approved for grain application).
8. The Customer shall provide information on chemical treatments applied as well as provide a clearance certificate issued by a licensed fumigator stating the treatment used, the application rate and confirmation that the relevant parcel is fumigant and/or chemical residue free.

### **Vessel Nomination (Step 3)**

1. **At a minimum 14 days prior to the first day of the Load Slot**, the Customer shall provide a Vessel Nomination (Annexure C), which shall include the following details:
  - Vessel name
  - Vessel ETA
  - Load ports
  - Confirmed departure from last port
  - Last 3 commodities loaded / ports visited
  - Vessel dimensions (LOA/BEAM/DM/GRT/NRT/DWT, hatch details)
  - Laycan
  - Grade
  - Minimum tonnage
  - Maximum tonnage
  - Destination details
  - Shipping agency
  - De-ballasting requirements
  - Any other details reasonably requested by the Terminal Operator

2. The Terminal Operator shall use best endeavours to accept or reject the Vessel Nomination within 2 Business Day of receipt.
3. The Customer or its appointed agent will notify the Terminal Operator of regular ETA updates commencing within 24 hours from the time of acceptance of the nomination by the Terminal Operator.
4. The Customer is requested to take every reasonable step to have their vessel arrive in a timely manner to align with the relevant Load Slot to facilitate the efficient operation of the Shipping Stem.
5. The Customer shall supply a Load Plan at least 48 hours before the vessel commences loading to assist the planning of cargo stowage and loading operation.
6. Prior to the commencement of loading, a vessel shall be required to have passed a marine, DAWE or any other survey required by legislation and/or the Terminal Operator.
7. The Terminal Operator will not commence loading without prior written instructions from the Customer to do so.

#### **Vessel Loading Order**

The vessel loading order will be determined taking into account:

- The Customer adhering to the rules related to these Port Loading Protocols when booking a vessel for loading at the Terminal Operator's Facilities
- Vessel ETA and tendering of NOR
- Date the vessel nomination was received by the Terminal Operator
- Cargo assembly plan, including status of accumulation, and transport availability
- Ownership of stock and status of any pending in-store transfers and / or approved 3<sup>rd</sup> party storage ownership
- Terminal Facilities capacity and efficiency
- Loading Berth / TSV capacity and efficiency
- Availability of cargo for continuous loading
- Vessel passing relevant surveys

#### **G. Capacity Allocation**

1. Annual notional shipping capacity is nominated at 800,000 tonnes per annum subject to the availability of grain.
2. Monthly notional shipping capacity is allocated at approximately 120,000 tonnes per month. However, available capacity may be revised and offered to Customers at the Terminal Operator's discretion. Refer to Shipping Stem – Available Capacity.
3. Capacity is allocated on a first-in-first-served basis for bookings less than 90 days out from the Booking Period.

4. At more than 90 days out from the Booking Period, subject to available capacity, Customers can request up to 50% of the notional capacity for any given month.

#### **Repositioning and Surrender of Booked Capacity (Load Slots)**

1. At a minimum of 30 days from the commencement of the first day of the relevant Load Slot, a Customer can transfer a Load Slot to another Customer holding a current Storage and Handling Agreement with the Terminal Operator or, subject to the Terminal Operator's Agreement, the Load Slot may be repositioned forward within a Season. There will be no penalty in these cases. However, if a Load Slot remains unused by the end of the Season for whatever reason then it lapses and the Nomination Fee is forfeited.
2. Load slots can be surrendered to the Terminal Operator at a minimum 90 days notice from the commencement of the first day of the relevant Load Slot.

However, in this instance, if the Terminal Operator cannot reallocate the capacity within the season to another Customer, the Nomination Fee will be forfeited. In cases of multiple capacity surrenders, the priority of reallocation will be according to the earliest date of surrender,

#### **H. Notice of Readiness (NOR)**

1. A vessel tendering NOR must have arrived at the ports designated anchorage points and must be ready to receive cargo in all respects, including passing of surveys (where appropriate).
2. For a NOR presented and accepted on a business day from Monday to Friday between 9am and 5pm, labour for loading operations will commence from the next available shift. Actual shift starting and finishing times are subject to change.
3. NOR presented on weekends or public holidays will be accepted on the most immediate business day following receipt of the NOR with labour to commence on the soonest available business day shift.

#### **I. Survey Failure**

1. The Terminal Operator reserves the right to recover all direct costs from the Customer where a vessel fails survey(s) and/or is not physically and legally ready to load within the Load Slot. Such costs include but are not limited to cancelled labour costs, cleaning costs, accommodation costs, fumigation and other cargo treatment costs, carrying charges and/or delay costs from the Customer and/or affected third parties.
2. The Terminal Operator is entitled to require payment of its reasonable assessment of such losses as cleared funds from the Customer, before the cargo is loaded onboard the vessel. Within 21 Business Days of the vessel being loaded, the parties shall take all reasonable steps to determine the actual losses suffered by the Terminal Operator as a result of the vessel failing survey and account to each other accordingly.

## **J. Vessel Delays, Cancellations & Substitutes**

The Terminal Operator reserves the right to seek recovery of direct costs and losses from the Customer, including but not limited to any cancelled labour costs, repositioning costs, cleaning costs, accommodation costs, fumigation and/or other treatment costs, carrying charges and/or delay costs from the Customer and/or affected third parties in the following cases:

- Significant delays to either the commencement or duration of loading from vessel failing survey.
- The Customer notifying the Terminal Operator that the original vessel will be delayed more than 5 days from the commencement date of the relevant Load Slot.
- The Customer notifying the Terminal Operator that the original vessel will be substituted for another vessel and the revised ETA varies by more than 5 days from the commencement date of the relevant Load Slot.
- The Customer cancels a vessel within 14 days of the commencement date of the relevant Load Slot.

The Terminal Operator will always use its best endeavours to mitigate such costs and expenses.

## **K. Sole Discretion of Terminal Operator**

The Terminal Operator, at its sole discretion, for reasons based on achieving terminal efficiency and / or avoiding significant delays or congestion of the vessel lineup, maintains the right to extend, move, reject or cancel Load Slots ie. change vessel loading order where:

- The Customer fails to pay the Nomination Fee when it becomes due and payable
- The Intent to Ship has not been properly executed.
- A valid Vessel Nomination Advice is provided fewer than 14 days before the first day of the relevant Load Slot.
- Loading the Cargo would unreasonably delay vessel(s) on the Shipping Stem and waiting to load cargo.
- The Customer's vessel ETA changes to the extent that it is more than 3 days before or after the commencement date of the relevant Load Slot.
- The vessel fails relevant survey.

**L. Notices**

All notices and communications under these Port Loading Protocols are to be sent by the Customer to the Terminal Operator by email addressed to:

[shipping@tports.com](mailto:shipping@tports.com) or specific employee addresses as nominated by T-Ports.

**M. Dispute Resolution**

In the event of a dispute arising out of the Port Loading Protocols, the following procedure shall apply:

- Either party must notify the other in writing of the dispute, including a description of the dispute and suggest a desired outcome.
- The other party shall respond to the dispute within 2 Business Days by providing a written explanation regarding that party's position.
- Where the aggrieved party is not satisfied with the other party's response, the dispute may be escalated by serving a further written notice to the other party's Nominated Representative.
- The Nominated Representative (or authorised delegate, if the Nominated Representative is unavailable) shall endeavour to arrange a meeting or phone call between the parties to be held within 2 Business Days of receipt of the abovementioned escalation notice.
- The parties will discuss the issue at the escalation meeting in an attempt to achieve a better understood and / or satisfactory outcome.

\*These PLPs and the related Annexures attached may be subject to change from time to time.

**ANNEXURE A - INTENT TO SHIP**

**Customer details**

<b>Customer name</b>	
<b>Customer contact</b>	
<b>Email address</b>	
<b>Contact number</b>	
<b>Customer reference number (if any)</b>	

**Load details**

<b>Booking Month</b>	
<b>Booking Period (FH or LH)</b>	
<b>Commodity</b>	
<b>Grade(s)</b>	
<b>Tonnage</b>	
<b>Other Comments</b>	

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE B – CARGO ASSEMBLY PLAN**

Vessel Name		Customer Reference Number	
TPorts Reference Number		Load Slot Issued	
Load Port(s)	LUCKY BAY	Vessel ETA	
Load Tonnes (min)		Load Tonnes (max)	

**Cargo Accumulation by Site**

Site Name	Season	Grade	Tonnes
		<b>TOTAL =</b>	

Transport Service Provider if not TPorts Freight Services :

Note : Fumigation certificates will be required for all grain coming from non-TPorts sites.

**Cargo Quality Specifications (Wheat)**

As per GTA outturn specifications    Yes     Other (please specify in the table below)

Quality Parameter:	Min	Max	Target
Test Weight (kg/hl)			
Protein (%)			
Moisture (%)			
Screenings (%)			
Falling number (sec)			
Foreign material			
Other			

**Cargo Quality Specifications (Barley)**

As per GTA outturn specifications

Yes

Other (please specify in the table below)

Quality Parameter:	Min	Max	Target
Test Weight (kg/hl)			
Protein (%)			
Moisture (%)			
Screenings (%)			
Foreign material (%)			
Retention			
Other			

<b>Blending Requirements</b>	
<b>Special fumigation and/or phytosanitary requirements:</b>	
<b>Post-shipment samples (3kg composite sample and 1kg per hatch) will be forwarded to your nominated laboratory. Please provide Contact and address:</b>	
<b>Please specify other sampling requirements (type of sample, quantity etc):</b>	
<b>Other requirements/comments</b>	

Name: \_\_\_\_\_

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE C - VESSEL NOMINATION**

<b>Vessel name</b>			
<b>Load Port</b>	<b>LUCKY BAY</b> <b>Note - Confirm 1<sup>st</sup> or 2<sup>nd</sup> port of loading:</b>		
<b>Owner</b>			
<b>ETA</b>		<b>Laycan</b>	
<b>Commodity</b>		<b>Grade(s)</b>	
<b>Load Tonnage (min)</b>		<b>Load Tonnage (max)</b>	
<b>Shipper's (charterer) Agent</b>		<b>Owner's Agent</b>	
<b>Departure From Last Port</b>		<b>Destination (grain export country)</b>	

<b>Authority to load</b>		<b>Year built</b>	
<b>Gross Tonnage</b>		<b>Net Tonnage</b>	
<b>Last 3 Commodities Loaded</b>		<b>Last 3 Ports Visited</b>	

<b>Vessel type</b>		<b>Flags</b>	
<b>Hatch Type</b>		<b># Holds</b>	
<b>DWT</b>		<b>LOA</b>	
<b>GRT</b>		<b>NRT</b>	

<b>Arrival draft</b>		<b>Departure draft</b>	
<b>Beam</b>		<b>De-ballasting requirements</b>	

Name: \_\_\_\_\_

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_