



**DP WORLD**

# **Carrier Access Agreement II**

**July 2011 – June 2012**

## **DP World Sydney Port Botany Terminal**

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# CARRIER ACCESS AGREEMENT

## 2011 – 2012 DP World Sydney Port Botany Terminal

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# 1 Overview

Carrier access to the Terminal is by pre-booked time slots booked through the DP World Vehicle Booking System (VBS).

Carriers wishing to use the VBS are required to register or re-register as a VBS user, prior to 1 July each year. A monthly Registration Fee then applies which will be added to the first week's invoice in each month. Access to the VBS may be suspended if the Registration Fee is not paid by the due date of the invoice.

Carriers are issued with a unique Carrier Access Code enabling them to book their time slots electronically through the VBS on the 1-Stop website.

The level of VBS access to which a carrier is entitled each year is based on the Carrier Class which has been allocated to it. In order to maximise fairness and efficiency, DP World utilises an online Carrier Matrix to allocate, in a transparent and trackable way, Carrier Classes based on the extent to which a carrier has previously met KPI requirements embedded within the Carrier Matrix.

Defined terms used in this Agreement are set out in section 29.

## 2 Registration Requirements

The VBS is only available for booking purposes to **bona fide** carriers. Bona fide carriers are transport companies that **directly manage and operate trucks carrying containers to and from the Terminal.**

Each carrier is required to complete a Truck Registration Form (TRF) on which it must detail the registration numbers for the trucks it manages and operates. The TRF is available from 1-Stop.

### 2.1 Registration Fee

A standard monthly Registration Fee applies to all carriers, as detailed in the registration form which is available from 1-Stop.

The Registration Fee will be added to the first week's invoice in each month. Access to the VBS may be suspended if the Registration Fee is not paid by the due date of the invoice.

### 2.2 Carrier Access Codes

Carriers are issued with a unique Carrier Access Code when they first register for the VBS on 1-Stop. Each carrier is responsible for safeguarding its own Carrier Access Code which must be used each time to log in and book time slots on the VBS.

Only one user per carrier can make time slot bookings during a carrier's relevant Carrier Class Booking Period (see section 25).

# 3 VBS Carrier Classes

Each carrier will be registered for one (and only one) Carrier Class which is based on the level of VBS access to which it is entitled.

The Carrier Classes are:

- A Standard Carrier – standard booking times and exclusivity periods as set out in Section 25 – Part A.
- B Major Carrier – enhanced booking times and exclusivity periods as set out in Section 25 – Part B.

## 4 Time Zone Information

Each day is split into 24 time zones (**Time Zones**) throughout the day from Monday to Sunday (inclusive) as follows:

5	Daily Time Slot	Full Prefix Codes		
	Times	Zone ID	IMP	EXP
	0000 – 0059	00	00I	00E
	0100 - 0159	01	01I	01E
	0200 - 0259	02	02I	02E
	0300 – 0359	03	03I	03E
	0400 – 0459	04	04I	04E
	0500 – 0559	05	05I	05E
	0600 – 0759	06	06I	06E
	0700 – 0759	07	07I	07E
	0800 – 0859	08	08I	08E
	0900 – 0959	09	09I	09E
	1000 – 1059	10	10I	10E
	1100 – 1159	11	11I	11E
	1200 – 1259	12	12I	12E
	1300 – 1359	13	13I	13E
	1400 – 1459	14	14I	14E
	1500 – 1559	15	15I	15E
	1600 – 1659	16	16I	16E
	1700 – 1759	17	17I	17E
	1800 – 1859	18	18I	18E
	1900 – 1959	19	19I	19E
	2000 – 2059	20	20I	20E
	2100 – 2159	21	21I	21E
	2200 – 2259	22	22I	22E
	2300 – 2359	23	23I	23E

Time Zone slot numbers consist of 9 alphanumeric characters. The first 2 numeric characters indicate the Time Zone based upon the 24-hour clock system. These are followed by 1 alphabetical character to indicate whether the time slot is an import (I) or an export (E) slot.

The last 6 numeric characters are the sequential time slot number.

Additional Time Zones may be advertised from time to time. In the event additional Time Zones are made available, corresponding time slots will be created in the VBS and carriers advised accordingly.

## 5 Driver Induction and Accreditation

Only drivers who successfully complete Driver Induction and Accreditation Training will be permitted access for service at the Terminal.

A carrier whose truck has been refused access for service because its driver has not been accredited will incur a PBLIS penalty (see section 18.69) for each time slot booked for that truck.

DP World will not be responsible for delays incurred while drivers complete Driver Induction and Accreditation Training.

## 6 General Safety Obligations

Each carrier must, and must ensure that its drivers:

- (a) at all times in or about the Terminal conduct themselves in a safe and efficient manner.
- (b) immediately report to DP World any accident including damage to property or other hazards.
- (c) comply with DP World's Drug & Alcohol policy.
- (d) in the event of an emergency, comply with the instructions of DP World employees, in particular Area Wardens.
- (e) comply with DP World's security and Occupational Health & Safety requirements, including the Terminal's specific safety requirements as set out on signage or otherwise published from time to time.

## 7 Terminal Arrival Procedures

All carriers accessing the Terminal must have entered into the VBS a pre-booked time slot for every container to be handled, unless an alternative arrangement has been agreed by DP World.

Carriers are required to arrive at the Terminal for container processing from the commencement of the Time Zone and no later than 59 minutes after the commencement of the Time Zone. For example, a truck using a Time Zone 08 slot should arrive between 0800hrs and 0859hrs.

Carriers who arrive early may be given access to the Terminal in the sole discretion of DP World.

Carriers who arrive late may be given access to the Terminal in the sole discretion of DP World.

Late arrivals will be charged a PBLIS penalty (see section 18.79).

Carriers who do not utilise their pre-booked time slot will be charged a No Show Fee.

All carriers must have a DP World-authorized BAT number clearly and prominently located on both doors (driver & passenger) and on the cabin roof. The BAT number displayed must be at least 30cm long and 20 cm high (A4 Landscape size).

The BAT number is required for safety, security and operational reasons. A carrier who does not comply with these BAT number requirements may be refused entry to the Terminal.

All drivers must carry with them at all times their Maritime Security Identification Card (**MSIC**) in order for the Terminal to comply with the Department of Transport & Regional Security's National Maritime Security Standards.

The MSIC must be presented at the Terminal security gate upon entry. Any driver who does not have an MSIC may be refused entry to the Terminal.

Entry to the Terminal is subject to the DP World conditions of entry detailed on signage at each entry point to the Terminal. This includes full compliance with security and Occupational Health & Safety requirements.

DP World reserves the right to alter entry arrangements in order to comply with legislative and procedural requirements.

## 8 Internet Access

Access to the VBS is by logging on to 1-Stop at: <http://www.1-Stop.biz>

Only one login is permitted per carrier.

## 9 Allocation of timeslots

A pool of timeslots is made available to each Carrier Class during its specific Carrier Class Booking Period (see Section 25).

During its particular Carrier Class Booking Period, a carrier is allowed to book a maximum number of time slots per Time Zone. This may vary between Time Zones.

At the end of a Carrier Class Booking Period, all Carrier Classes may compete for any remaining un-booked time slots without any Carrier Class restrictions.

## 10 Information Requirements

When making a time slot booking, carriers must accurately enter into the VBS such information as DP World may require from time to time. The following information is illustrative of what DP World may require:

- (a) Whether it is an Import or Export booking.
- (b) For the subject container(s), details about the relevant vessel(s) including ship code and voyage number.
- (c) The commodity group (e.g. Reefer, General, Empty, Out of Gauge or Hazardous).
- (d) Container Length (20', 40' or 45' TEU).
- (e) Container number.
- (f) Whether the Container(s) is full or empty.
- (g) Electronic Import Delivery Order (**EIDO**) PIN number.

For time slot bookings in relation to Import containers, carriers must provide the container number. This can be done at the time of booking or may be done afterwards, but **must** be done before 1400hrs for slots booked for the following working day as specified by the Terminal.

Carriers who fail to provide an import container number, where required, will have their trucks refused access to the Terminal and carriers will be charged a No Show Fee.

### 10.1 Import Delivery Times

Carriers may collect Import containers on and from the date and time advertised on 1-Stop.

### 10.2 Export Receival Times

Time slots in relation to Export containers are available for deposit over a set receival period prior to the arrival of the relevant vessel. Export receival dates for each vessel are advertised on 1-Stop.

## 11 Documentation Requirements

Carriers must complete and lodge the following documents:

### 11.1 Exports

An Electronic Receival Advice (**ERA**) must be lodged electronically via 1-Stop for all Export containers (whether full or empty) prior to arrival at the Terminal.

### 11.2 Imports

An EIDO must be lodged electronically. All ACS and AQIS releases must also be lodged electronically..

### 11.3 Hazardous Imports & Exports

Prior to completion of the truck manifest process and entry into the Terminal, a carrier must lodge all relevant hazardous materials documents (e.g. Multimodal Hazardous Goods Form 1) as required by the relevant regulatory body.

Carriers are responsible for ensuring the supply, accuracy and legibility of all lodgments.

## 12 Container Availability

Only containers that have received the necessary ACS/AQIS clearances will be released. Carriers are responsible for checking that each container is available for delivery prior to arriving at the Terminal. Failure to utilise a timeslot due to ACS/AQIS detention will attract a No Show Fee.

If a truck arrives at the Terminal to pick up a container monies owing due to storage of that container must be paid, or credit terms acceptable to DP World must have been agreed, prior to the truck being manifested.

Carriers who fail to utilise a time slot due to unpaid storage will be charged a No Show Fee.

## 13 Time Slot Exchange

DP World provides a "Time Slot Exchange Service" through 1-Stop. Full terms and conditions in relation to this service can be found on 1-Stop.

If a time slot booking is successfully swapped using the Time Slot Exchange Service, the responsibility for that time slot lies with the carrier who has taken that time slot and will bear the liability for all fees as if it were the original booking carrier.

The original carrier has responsibility until the time of the swap and will incur fees outlined in the rules if the time slot is not successfully swapped on Time Slot Exchange Service. For the avoidance of doubt, if the slot is not taken after being listed on the service, the original carrier will remain liable for the No Show Fee if it does not ultimately use the slot (see section 18.9).

Carriers cannot list a slot after a time zone has commenced.

## 14 Import and Export Slot Swapping

A carrier may swap its own Import and Export time slots to facilitate back loading. For example, if a carrier has one or more Import time slots in Time Zone 09 and one or more Export time slots in Time Zone 15, the carrier may swap an Import from Time Zone 09 with an Export from Time Zone 15 in order to twin an Import time slot with an Export time slot in the same Time Zone.

## 15 Changing a Booking

A carrier may, except for container status (Import or Export), change a time slot's booking information required

under Section 10 prior to the relevant truck arriving at the Terminal.

## 16 Cancellations

A carrier may not cancel a time slot booking once it has been entered in the VBS. DP World reserves the right to cancel time slots within a Time Zone. Please refer to PBLIS Mandatory Standards and Regulations.

## 17 Bulk Stack Run In & Out

A carrier may, at DP World's discretion, arrange a Bulk Run In and/or Bulk Run Out. All Bulk Run approvals will be according to the Terminal's specific requirements including but not limited to minimal numbers and associated time periods.

Unless otherwise agreed with the Terminal, all Bulk Runs need to be conducted via the online Bulk Stack Run System. The fee for Bulk Run In/Out is referred to in section 18.4.

## 18 VBS Fees

The amount of each fee, exclusive of GST, is listed in the table immediately below section 18.8

### 18.1 Carrier Registration Fee

A standard Registration Fee is payable for each Carrier Class and is the same across all Carrier Classes. This is a monthly fee payable prior to the commencement of each Carrier Class Year and monthly thereafter. The Registration Fee will be added to the first week's invoice in each month. Access to the VBS may be suspended if the Registration Fee is not paid by the due date of the invoice.

### 18.2 Slot Fee

Carriers will incur a VBS Administration Fee per time slot booked. VBS Administration Fees are payable within 14 days of invoice date.

### 18.3 Bulk Run Ins

DP World will **NOT** charge any fee for Bulk Run Ins of empty containers done and completed via 1-Stop.

DP World will charge \$1000 for the first 100 containers minimum and \$10.00 per container thereafter for non auto Bulk Run In Empty containers

### 18.4 Bulk Run Outs

A Bulk Run Out Fee will be incurred per container in each Bulk Run Out.

### 18.5 Manual Processing fee

A Manual Processing Fee will apply to any container which is not manifested via the VBS auto gate screen for the corresponding time slot.

Exclusions to the fee are processing of hazardous export containers, break bulk processing and shipping line empty pools.

### 18.6 No Show Fee

Carriers who book time slots but fail to arrive for the booking or to process a container will incur a No Show Fee per time slot. These fees are payable within 14 days of invoice date. (See section 18.9)

### 18.7 Late Arrival/Wrong Zone Fee

Carriers who book time slots, but fail to arrive for the booking within the nominated Time Zone will incur a Wrong Zone Fee per time slot, unless the carrier was a Stevedore Impacted Truck which is governed by the PBLIS Mandatory Standards and Regulations. These fees are payable within 14 days of invoice date. (See section 18.9)

### 18.8 Failure to Pay

If the balance of VBS Administration Fees, No Show Fees and Wrong Zone Fees is not paid when due, DP World may suspend a carrier's access to both the Terminal and the VBS.

Fee Type	Amount	Period
Registration Fee	\$5 per month	1 July 2011 to 30 June 2012
VBS Administration Fee	\$5.15 per slot	
	\$4.99 PBLIS Fee	
Bulk Run In Fee	\$5.00 per full container	
	Non Auto \$1000 first 100 empty containers - \$10.00 per container thereafter	
Bulk Run Out Fee	\$2.58 per container in each run	
Manual Processing Fee	\$80 per job	
No Show Fee	\$100 per slot	
See 18.9		
Late Arrival/ Wrong Zone Fee	\$50 per slot	
	See 18.9	

### 18.9 Port Botany Landside Improvement Strategy (PBLIS)

Refer to the Port Botany Landside Operations mandatory standards under Part 2B of the Ports and Maritime Administration Regulation 2007 and as amended for further definitions and fees

## 19 RFIDs

All trucks entering the Terminal must be fitted with a DP World authorised RFID unit. All trucks that are pre-registered for access require an RFID. Replacement or additional RFID tags will be supplied at a cost of \$80.00.

## 20 Terminal Contact Details

Key terminal telephone, email and facsimile numbers are:

Reception	+61 2 9394 0900
Transport Coordinator	+61 2 9394 0138
Transport Supervisor	+61 2 9394 0930
Transport Superintendent	+61 2 9394 0126
PBLIS Email:	pbt.pblis@dpworld.com.au
Yard Planner	+61 2 9394 0951
Email:	pbt.transport@dpworld.com

## 21 Carrier Class Matrix

The Carrier Matrix determines the Carrier Class to which a carrier is entitled and in turn its level of VBS access for each Carrier Class Year.

The Carrier Matrix ranks carriers according to the extent to which a carrier has met the KPI requirements embedded in the Carrier Matrix for the previous Carrier Class Year.

Each carrier will, via the VBS, be able to access its current KPI performance.

Rolling average scores will be generated weekly on the VBS enabling a carrier to confirm its current Carrier Class and, based on its score to date, assess the Carrier Class to which it would be entitled in the following Carrier Class Year.

The review to the Carrier Matrix will occur prior to 30 June for the next Carrier Class Year.

The Carrier Matrix and each Terminal's specific KPI weighting is attached and is also available on 1-Stop.

## 22 Liability and Indemnity

The carrier must indemnify and keep indemnified DP World in respect of any loss or damage or death or injury to any person as a consequence of:

- (a) any breach of this Agreement by the carrier, its drivers, agents or contractors;
- (b) any negligent act or omission or wilful misconduct of the carrier, its drivers, agents or contractors; and
- (c) any damage to DP World's property where such damage is the fault of the carrier, its drivers, agents or contractors,

except to the extent that such loss or damage is caused by a breach of this Agreement or an act or omission constituting negligence or wilful misconduct by DP World.

DP World must indemnify and keep indemnified the carrier in respect of any loss or damage or death or injury to any person as a consequence of:

- (a) any breach of this Agreement by DP World;
- (b) any negligent act or omission or wilful misconduct of DP World; and
- (c) any damage to the carrier's property where such damage is the fault of DP World,

except to the extent that such loss or damage is caused by a breach of this Agreement or an act or omission constituting negligence or wilful misconduct by the carrier, its drivers, agents or contractors.

## 23 Dispute Resolution

If any dispute arises between DP World and a carrier, the parties must attempt in good faith to negotiate a resolution of the dispute.

If after 10 working days (or any longer period as may be agreed) the parties are unable to reach a resolution, the dispute must be referred to their respective general managers (or their nominees) who must have authority to resolve the dispute.

The parties' general managers must use their reasonable endeavours and act in good faith in an attempt to resolve the dispute.

Except where urgent injunctive relief is sought, a party must not commence court proceedings unless it has attempted to comply with the provisions of this section and either the other party has failed to comply or the attempts to resolve the dispute have failed.

## 24 GST

All amounts required to be paid under this Agreement are expressed exclusive of GST and GST must be paid in addition and at the same time upon presentation of an appropriate tax invoice.

## 25 Carrier Classes – Rules & Terms

### Part A – 'A' Class Carriers

#### 25.1 'A' Class Carrier Booking Access Times

Time slot bookings open two working days in advance from 0915 hrs to 0955 hrs (**A Class Booking Period**). For example, bookings for Wednesday open at 9.15 hrs Monday.

Up to 0955 hrs of the A Class Booking Period, each 'A' Class carrier has exclusive access to the A Class allocation subject to any maximum number of time slots per carrier per Time Zone booking limit.

Until the end of the A Class Booking Period, 'A' Class Carriers have exclusive access to any remaining un-booked time slots from the total 'A' class allotment pool.

From 1000 hrs and while ever a time slot is showing as available on the VBS, 'A' Class Carriers have access, in common with all other Carrier Classes without restriction, to any remaining un-booked time slots.

These times are subject to change by DP World.

### Part B – 'B' Class Carriers

#### 25.2 'B' Class Carrier Booking Access Times

Timeslot bookings open two working days in advance from 0745 hrs to 0855 hrs (**B Class Booking Period**). For

example, bookings for Wednesday open at 0745 hrs Monday.

Up to 0855 hrs of the B Class Booking Period, each 'B' Class carrier has exclusive access to the B Class allocation at these times subject to any maximum number of time slots per carrier per Time Zone booking limit.

Until the end of the B Class Booking Period, 'B' Class Carriers have exclusive access to any remaining un-booked time slots from the total 'B' class allotment pool.

From 1000 hrs of the B Class Booking Period and while ever a time slot is showing as available on the VBS, 'B' Class Carriers have access, in common with all other Carrier Classes without restriction, to any of the remaining un-booked time slots.

These times are subject to change by DP World.

## 26 Safe work procedures

### 26.1 Chain of Responsibility

DP World takes its responsibilities under Chain of Responsibility legislation seriously. It is a condition of entry to the Terminal that carriers ensure they comply with all legislative requirements.

### 26.2 Truck Mass Limits

It is the carrier's responsibility to ensure that the individual axle group weights and gross mass of their trucks are within the legal limits to cart loads into and out of the Terminal.

Carriers must ensure that equipment used to carry cargo to and from the Terminal complies with all legal requirements and weight restrictions.

DP World relies on cargo weight advices supplied by shipping lines, carriers and the other parties in the supply chain as being true and correct and will be under no liability if any such advices are inaccurate or incorrect.

### 26.3 Fatigue Management

Carriers are required to ensure that drivers do not exceed their maximum regulated hours for driving and working. Whilst the terminal shall assist as much as practicable by notifying delays, all carriers are responsible for managing their drivers' hours. Carriers must change over drivers who have worked their maximum number of hours. Where a carrier does not have the ability to replace a driver, the carrier must cancel the move and withdraw the truck from the Terminal.

Carriers may be required to demonstrate compliance with fatigue management regulations. Carriers found to be non-compliant may have their access suspended until they can demonstrate that effective procedures have been implemented to ensure compliance with the law.

### 26.4 Entry

The Terminal has rules covering traffic flow directions and procedures for all vehicles in the terminal. These are in place for the safety of drivers, Terminal employees and other visitors. Entry into the Terminal obligates operators and their employees to adhere to these safety instructions. No children are allowed in the Terminal area.

### 26.5 Safety Clothing and Personal Protective Equipment

All drivers must wear the mandatory personal protective equipment (PPE) for the terminal - a **high visibility vest or high visibility clothing, safety shoes, hard hat and safety eyewear**. The said PPE should comply with the relevant Australian Standards.

### 26.6 Engaging/Disengaging Trailer/Tray Twistlocks

Twistlocks should be rotated to allow loading/unloading of the container in the truck parking area prior to entering the yard. Trucks requiring a change of the configuration of the twistlocks on the trailer/tray should proceed to the designated truck pinning area. Prior to leaving the Terminal, drivers will ensure that all containers are correctly secured.

### 26.7 Terminal Traffic Requirements

Carriers' drivers must comply with the following:

- Adhere to all site traffic requirements, e.g. stops signs, traffic flows, hatched out areas, etc.
- The maximum speed for all vehicles at the Terminal is **20 km/h**.
- Truck drivers are to remain in their cabins while inside the yard at all times.
- The only time truck drivers are allowed to get out of their trucks is in the designated area subject to the PPE requirements stated above.
- Truck Drivers must give way to all Terminal vehicles or emergency vehicles at all times.
- Stay clear of rail tracks/sidings
- Do not drive under any suspended load
- Do not drive through container stacks or cut corners
- Stay on the main roadways.
- Never park in the long travel path of quay cranes or RTGs.
- Be aware that the area adjacent to the rear (wharf side) track of the quay cranes is used to stow ships lids. Do not park in this area or make u-turns
- Be aware that heavy machinery e.g. trucks, forklifts, RTGs and quay cranes work in these areas. Be aware of sounds/alarms indicating movement of these machineries.
- Terminal Layout Plan is available at the R&D Office for reference.

## 27 Unforeseen Events - PBLIS

If a party is affected by the following events or circumstances, then the obligations to perform under this Agreement are suspended for the duration of the delay.

- (a) significant weather events which cause interruption or cessation of Terminal operations and/or truck movements.
- (b) acts of or instructions from any external regulator or emergency services provider that has an impact on the ability of the Terminal to operate road receipt/delivery.
- (c) utility, lighting or other power outage, failure or diminution in supply that impacts the Terminal's operations.
- (d) IT systems outage or interruption that impacts the Terminal's operations including the ability to manage road receipt/delivery tasks.
- (e) Road or port closure within Port Botany precinct.
- (f) any other Force Majeure type of event or circumstance affecting a party outside its reasonable control, including without limitation, fire, flood, drought, storm (or other adverse weather conditions), lightning, act of God, peril of sea or air, explosion, radioactive or chemical contamination, sabotage, accident, embargo or trade restriction, blockade, labour dispute, strike or shortage, civil commotion, curfew, act of war, actual or threatened act of terrorism, pressure waves caused by aircraft or other devices, meteorites, epidemic, plague or quarantine.

## 28 Miscellaneous

DP World provides access to the VBS and the Terminal on the terms and conditions set out in this Carrier Access Agreement.

By completing and lodging registration forms and continuing to make bookings on the VBS, the carrier agrees that these terms and conditions govern the relationship between the carrier and DP World to the exclusion of any other terms and conditions, unless otherwise agreed to in writing by DP World.

DP World reserves the right to amend this Agreement and alter the terms and conditions of the VBS, including fees, from time to time.

## 29 Definitions

**Carrier Class** means the level of VBS access allocated to a carrier based on the extent to which it meets the Carrier Matrix criteria.

**Carrier Class Year** means each 12 month period commencing on 1 July and ending on 30 June.

**Carrier Matrix** means the spreadsheet attached to this Agreement and displayed on 1-Stop, containing the KPIs and accompanying Terminal-specific weightings which

will determine an individual carrier's Carrier Class for a Carrier Class Year.

**Driver Induction and Accreditation Training** means the Terminal-specific safety and terminal-access training provided by DP World to all carrier drivers.

**Terminal** means the DP World terminal located at Port Botany, Sydney, 42 Friendship Road Matraville NSW 192

**VBS** means the Vehicle Booking System operated by DP World through 1-Stop;

**1-Stop** means <http://www.1-Stop.biz>, the website platform through which DP World operates the VBS

Where the context permits, references to "DP World" and "Terminal" are references to DP World Sydney Ltd  
ABN: 82 001 351 159.