



## Terms and Conditions

1. In these Terms and Conditions:

**'Application'** means a properly completed web-based form that enables the transmission or posting of material on the Website;

**'Owner'** means the owner of the vessel to which the Application relates or affects;

**'Port of Geelong waters'** has the meaning given to it in the *Port Management Act 1995* (VIC)

**'Port of Hastings waters'** has the meaning given to it in the *Port Management Act 1995* (VIC)

**'Port of Melbourne'** means Port of Melbourne Operations Pty Ltd (as Trustee for the Port of Melbourne Unit Trust) ABN 83 751 315 034;

**'Port of Melbourne Facility'** means:

- a. the 'dedicated facilities' managed by Port of Melbourne as defined in the [Standard Terms and Conditions for Owners Berthing at Port of Melbourne Dedicated Facilities](#); and
- b. the 'common user wharves' managed by Port of Melbourne as defined in the [Standard Terms and Conditions for Owners Berthing at Port of Melbourne Common User Wharves](#).

**'Ports Victoria'** means the Ports Victoria ABN 51 347 220 146;

**'Ports Victoria Facilities'** means

- a. the 'common user wharves' and 'common user terminals' managed by Ports Victoria as defined in the [Standard Terms and Conditions for Ports Victoria Facilities \(Melbourne\)](#) (for Station Pier and anchorage access); and
- b. all other Ports Victoria Facilities, including access to channels within Port of Geelong Waters and Port of Hastings Waters and other facilities managed and provided by Ports Victoria and defined within the [Standard Terms and Conditions for Ports Victoria Facilities \(Geelong and Hastings\)](#). (for Port of Geelong waters and Port of Hastings waters)

**'Shipping Agent'** means user of the Website submitting the Application;

**'Website'** means the website under the domain name [www.portview.com.au](http://www.portview.com.au).

2. The Shipping Agent:

- a. submits the Application on its own behalf and, to the extent applicable, in its capacity as agent for the Owner; and
- b. warrants that it is authorised by the Owner to accept these Terms and Conditions on its behalf (whether or not a copy of the Shipping Agent's appointment has been provided to Ports Victoria and/or Port of Melbourne).

3. The Shipping Agent and Owner acknowledge that:

- a. where the Application relates to a Port of Melbourne Facility, the contract is constituted by:
  - i. the Application;

- ii. [the NaP Services Terms and Conditions](#);
- iii. the [Standard Terms and Conditions for Channel Access](#); and
- iv. one of the following (as applicable):
  - A. the [Standard Terms and Conditions for Owners Berthing at Port of Melbourne Common User Wharves](#) and, where applicable, the [Standard Terms and Conditions for Hirers Access to Port of Melbourne Common User Terminals](#); or
  - B. the [Standard Terms and Conditions for Owners Berthing at Port of Melbourne Dedicated Facilities](#),(together, the **Contract**); or
- b. where the Application relates to Ports Victoria Facilities, the contract is constituted by:
  - i. the Application;
  - ii. [the NaP Services Terms and Conditions](#);
  - iii. the [Standard Terms and Conditions for Channel Access](#) (for vessels transiting the water of the port of Melbourne); and
  - iv. and one of the following (as applicable):
    - A. the [Standard Terms and Conditions for Ports Victoria Facilities \(Melbourne\)](#) (Station Pier and anchorage access), or
    - B. [Standard Terms and Conditions for Ports Victoria Facilities \(Geelong and Hastings\)](#) (for Port of Geelong waters and Port of Hastings waters).(together, the **Contract**).

The Shipping Agent, on its own behalf and, to the extent applicable, on behalf of Owner, acknowledges that it has read the Contract and agrees to be bound by it.

- 4. The Shipping Agent and the Owner acknowledge that any obligations imposed upon them by the Contract are binding upon them.
- 5. A copy of the Shipping Agent's appointment by the Owner is required and has been submitted with the Application. This clause shall operate for the benefit of Ports Victoria and Port of Melbourne.