

# BCS PORT TERMINAL PROTOCOLS

## 1. Definitions

**BCS** means Bulk Cargo Services Pty Ltd and any of its Related Bodies Corporate.

**Capacity** means the tonnage capacity of BCS's Port Terminal Facilities to put Grain on board a Vessel during a defined period.

**Charter Party** means the agreement between the owner of a Vessel and the party hiring the Vessel.

**Closed Port Day** means any days which the relevant Port Authority designates as Closed Port Days including, but not limited to, Christmas Day, New Year's Day, Good Friday, Anzac Day, Labour Day and Maritime Union of Australia Picnic Day.

**Customer** means a customer of BCS that has entered into a Service Agreement for the provision of services.

**DAFF** means the Department of Agriculture, Fisheries and Forestry of the Commonwealth of Australia.

**Grain** means all grains, pulses and oil seeds handled by BCS from time to time (details of which are available on request).

**Laycan or Laydays/Cancelling Date**, means the period during which the Vessel Owner must notify the charterer that the Vessel is open for loading from one day to the cancelling or last agreed loading day.

**Port Authority** means the Port of Brisbane Pty Ltd and its Related Bodies Corporate.

**Port or Port Berth** means the dry bulk terminal facility known as the Pinkenba Common-User Berth.

**Port Blockage** means the situation where a Port Terminal Facility is unable to load Grain onto a Vessel due to a delay in the loading or unloading of the preceding vessel or any other reason which is blocking the Vessel from the Port Berth.

**Port Terminal Facility** means a ship loader and associated infrastructure that is:

- (a) at a Port;
- (b) capable of handling Grain; and
- (c) operated or controlled by BCS, including:
  - (d) an intake or receival facility;
  - (e) a grain storage facility;
  - (f) a weighbridge facility; and
  - (g) a specialised shipping and heavy lifting equipment;

that is:

- (h) at the Port; and
- (i) associated with the ship loader; and
- (j) capable of dealing with Grain in bulk.

**Related Bodies Corporate** has the meaning given to that term in the *Corporations Act 2001 (Cth)*.

**Season** means the period between 1 October of one calendar year and 30 September of the following calendar year in the following calendar year.

**Service Agreement** means an agreement between BCS and a Customer where BCS is the supplier of bulk ship loading services.

**Shipping Stem** means the stem of vessels published by BCS on its website..

**Total Capacity** means, in any given Season, the Capacity and any additional Capacity as provided by BCS.

**Vessel** means a vessel nominated by the Customer and notified to BCS in accordance with these BCS Port Terminal Protocol.

## 2. Capacity, Capacity Allocation and Stem Management

1. BCS will determine what Capacity can be allocated to a Customer in a Season.
2. BCS will publish all Capacity and Vessel details on its website under Shipping Stem.
3. BCS may, in its discretion, decide if any additional Capacity can be allocated over and above the Total Capacity.
4. Capacity is allocated on a first-in, first-served basis.
5. The Customer must submit an Export Grain Nomination Application (Annexure 1) to BCS.
6. Capacity will be allocated on a first half (“FH”) and last half (“LH”) basis for each month with 13 – 15 day slot windows respectively.
7. The Customer must also lodge a Vessel Nomination Form (Annexure 2) with the Export Grain Nomination Application.
8. BCS will, within five (5) Business Days of receiving a Request to Export Grain application, notify the Customer whether it accepts or declines the application to Export Grain.
9. When assessing a valid Request to Export Grain application, BCS will consider the following factors:
  - (a) current Capacity allocations;
  - (b) availability at the Port;
  - (c) Port Berth limitations to accommodate the Vessel;
  - (d) if Customer has an existing Service Agreement or other arrangement with BCS;
  - (e) accumulation and origin of the Grain which is to be exported;
  - (f) the impact and effect on the business of BCS;
  - (g) the interest of other exporters wanting access to port terminal services, either with BCS or other providers of such services; and
  - (h) any other matters that BCS considers relevant.
10. BCS will deal with all Request to Export Grain applications in a time and stamp order.
11. All fees and expenses and payment terms and conditions are contained in the relevant Services Agreement between BCS and the Customer.

## 3. Vessel Slot Management and Vessel Nomination

1. A Customer needs to provide 40 days clear time between submitting a Grain Export Nomination Form and the Vessel arriving at the Port, or a time as agreed between BCS and the Customer.
2. Once a Request to Export Grain has been accepted, 20 days before the slot window for the Vessel, BCS will allocate a 10-day Laycan to the Customer. The 10 day Laycan will fall in the agreed FH or LH allotment.
3. Customers must provide BCS with their proposed transport plan within 14 days of submitting the Grain Export Nomination Form.

4. Subject to Port availability and Port Authority consent, BCS may allow, at its discretion, an extension of the previous allocated 10 day Laycan where practical, subject to no material impact on subsequent vessels.

#### 4. Reference Pricing

1. Bulk Cargo Services provides its Reference Pricing in accordance with *Schedule 1, Part 3, Division 9* of the *Competition and Consumer Industry Code - Port Terminal Access (Bulk Wheat) Regulation 2014 (Cwth)*.
2. The Reference Pricing is published on the BCS website.

#### 5. Included Services

1. Refer to the relevant Service Agreement between the Customer and BCS for a full list of agreed services.

#### 6. Excluded Services

1. Closed Port Days.
2. Shipping export excludes dust control and all delays beyond the control of BCS.
3. Any fees and charges for delays are account of the Customer. For the avoidance of doubt, delays include, but are not limited to the following, weather, the DAFF, ship issues, failed ships, hold survey, stevedores, the Port Authority and circumstances beyond the control of BCS.
4. Fumigation.
5. All Port of Brisbane wharfage or any other related Port charges are to the Customer's account.
6. All DAFF inspections, hold inspections, sampling of product to be loaded, all DAFF records, samples, and any costs and expenses from these are for the Customers arrangement and account.

#### 7. Liability and Risk

1. The Customer is responsible and liable for the charter of the Vessel and all dealings with the Vessel Owner, Vessel Agent, and the Port or any of its Related Bodies Corporate in respect of the charter of the Vessel and the booking of the Port Berth. All costs in respect of this clause are for the Customer's account.
2. Title to and ownership of all Grain loaded, discharged, handled or stockpiled by BCS as part of the Services Agreement remains with the Customer at all times, regardless of Customer being an authorised agent of the party owning or having an interest in the Grain. BCS is not a bailee or trustee of Grain and the Customer is always (as between the Customer and BCS) deemed to be in possession of the Customer's Grain at all times.
3. Nothing contained in these BCS Port Terminal Protocols shall revise, amend or supersede any provision of the Services Agreement. If there is any ambiguity or conflict between this BCS Port Terminal Protocols and the Services Agreement, then the Services Agreement shall apply.



## ANNEXURE 1 – EXPORT GRAIN NOMINATION APPLICATION

### Request to Export Grain Nomination Application

Customer Name: .....

Shipping Month: .....

First Half – 1<sup>st</sup> to the 15<sup>th</sup>

Last Half – 16<sup>th</sup> to 28<sup>th</sup>/29<sup>th</sup>/30<sup>th</sup>/31<sup>st</sup>

Vessel Name & Type: .....

Export Product: .....

Tonnage of Export Product: .....

Other Export Product Details: .....

Signed by Authorised Customer Officer: .....

Date: .....

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BCS Acceptance:  Accepted

Declined

Date of Acceptance/Decline: .....

BCS Booking Reference: .....

BCS Authorised Officer Name: .....

BCS Authorised Officer Signature: .....



## ANNEXURE 2 – EXPORT VESSEL NOMINATION FORM

### BCS EXPORT VESSEL NOMINATION FORM

Customer Name: .....

BCS Booking Reference: .....

Charter Party: .....

Shipping Month: .....

First Half – 1<sup>st</sup> to the 15<sup>th</sup>

Last Half – 16<sup>th</sup> to 28<sup>th</sup>/29<sup>th</sup>/30<sup>th</sup>/31<sup>st</sup>

Total Export Tonnage: .....

Tonnage of Export Product: .....

### CONTRACT INFORMATION

Grain Quality: .....

Tonnages: .....

Blends: .....

Destination: .....

### VESSEL DETAILS

Vessel Name: ..... ETA:.....

Vessel Owner:..... LOA:.....

Gross Tonnage:..... Beam:.....

Vessel Agents:..... Max Draft:.....

Year Built:..... Hold Capacity:.....

BCS Authorised Officer Name: .....

BCS Authorised Officer Signature: .....