

Landside Transport Operator Access Terms

Moorebank Interstate Terminals Pty Ltd in its capacity as trustee of the
Moorebank Interstate Terminals Trust
MITCo

Landside Transport Operator Access Terms

1. Purpose, application and interpretation

- (a) These Landside Transport Operator Access Terms (**Access Terms**) govern physical access to, and conduct at, the Interstate Terminal by Landside Transport Operators, including access by Trucks and ITVs.
- (b) These Access Terms apply whenever a Landside Transport Operator, or its Personnel or contractors, accesses the Interstate Terminal, whether or not Terminal Services are being provided at the time of access.
- (c) These Access Terms are incorporated by reference into the Customer Agreement. Capitalised terms not defined in these Access Terms have the meaning given in the Customer Agreement, and the rules of interpretation set out in the Customer Agreement apply to these Access Terms as if set out in full.
- (d) To the extent of any inconsistency between these Access Terms and the Customer Agreement, the Customer Agreement prevails.
- (e) By using the VBS or accessing the Interstate Terminal, the Landside Transport Operator will be deemed to have accepted and agreed to these Access Terms.
- (f) The Landside Transport Operator acknowledges and agrees that:
 - (i) MITCo has appointed the Service Provider to provide certain Terminal Services to the Customer as a subcontractor for MITCo; and
 - (ii) any reference to MITCo in these Access Terms is taken to include a reference to the Service Provider where the Service Provider is acting as MITCo's subcontractor or agent in relation to the Interstate Terminal.

2. Information requirements

- (a) In relation to a Booking, the Landside Transport Operator must provide all information requested by the VBS by no later than 10 minutes before the Truck arrives at the Interstate Terminal, which may include:
 - (i) with respect to the Truck and the Driver, the Truck Identification Number and the identity of the Driver of the Truck in respect of the Booking; and
 - (ii) with respect to the relevant Container, details about the relevant train; the Container number; the Container dimensions, specifications and door direction; the commodity group (including, where relevant, hazardous class); whether the Container is full or empty; the Pre-Receipt Advice (PRA) or Electronic Import Delivery Order (EIDO) (as applicable); and the verified gross mass of the Container, together with any other information required to be provided in accordance with any applicable legal or regulatory requirements.
- (b) MITCo may cancel a Booking where required information is incomplete or inaccurate and the deficiency has, in MITCo's reasonable opinion, actual or potential operational or safety significance.
- (c) The Landside Transport Operator must ensure that its Personnel complete any terminal or driver induction required by MITCo as a condition of access to the Interstate Terminal. MITCo may refuse or revoke access to the Interstate Terminal where the Landside Transport Operator or its Personnel have not completed, or do not comply with, any such induction.

3. Health, Safety and Compliance

- (a) While at the Interstate Terminal, the Landside Transport Operator must ensure that its Personnel:

- (i) comply with all applicable Laws and directions given to them by MITCo;
 - (ii) comply with all Interstate Terminal requirements, including all site safety rules, policies, plans, procedures and directions applicable to the Interstate Terminal, including those:
 - A. covered as part of the mandatory driver induction required to access the Interstate Terminal; and
 - B. displayed or signposted at or around the Terminal,
 as amended from time to time.
 - (iii) are licenced, suitably trained, competent, experienced to drive the Truck in its configuration;
 - (iv) do not drink alcohol, or smoke or consume illicit drugs in, on or immediately adjacent to the Interstate Terminal;
 - (v) are at all times while at the Interstate Terminal medically fit for work and must not:
 - A. enter the Interstate Terminal with a breath alcohol exceeding 0.00 or with a drug level exceeding Australian Standards cut off levels (urine and oral fluid);
 - B. bring onto the Interstate Terminal or consume any alcohol or illicit drugs within the Interstate Terminal; and
 - C. exceed their maximum regulated hours for driving and working and are not otherwise impaired by fatigue;
 - (vi) wear Australian Standards compliant personal protection equipment (PPE) as notified to the Landside Transport Operator from time to time prior to entry to the Interstate Terminal (including by publication on MITCo's website or the Vehicle Booking System), and as reflected on any signage at the entrance to the Interstate Terminal, and in any event wear the following PPE as a minimum:
 - A. long sleeved shirt, with sleeves rolled down;
 - B. high visibility vest or shirt;
 - C. broad brimmed or legionnaire style hat;
 - D. protective footwear; and
 - E. protective safety glasses; and
 - (vii) take all reasonable steps to ensure all Containers are transported in a safe and secure manner and in accordance with applicable Laws.
- (b) The Landside Transport Operator must ensure that all Trucks and ITVs are operated safely and are roadworthy.
 - (c) The Landside Transport Operator must, upon MITCo's request, promptly provide evidence of compliance with these Access Terms.
 - (d) At any time whilst at the Interstate Terminal, the Landside Transport Operator's Personnel may be required to participate in drug and alcohol testing carried out by or on behalf of MITCo at the Interstate Terminal. By accessing the Interstate Terminal, the Landside Transport Operator and its Personnel are deemed to have consented to drug and alcohol testing. If any of the Landside Transport Operator's Personnel fail to comply with any requirement relating to drug and alcohol testing, MITCo may refuse Interstate Terminal entry, direct the Personnel to leave the Interstate Terminal, and suspend or permanently prohibit further access to the Interstate Terminal, to the relevant person.

- (e) MITCo may refuse or revoke access to the Interstate Terminal where the Landside Transport Operator or its Personnel fail to comply with any requirements under these Access Terms and there is a reasonable safety concern.

4. Compliance with Laws

- (a) MITCo and the Landside Transport Operator acknowledge and agree that each of them have obligations under the Health and Safety Laws, the Chain of Responsibility Laws, the Dangerous Goods Laws and the Environmental Protection Laws.
- (b) Without limiting any other provision of the Customer Agreement, the Landside Transport Operator must comply with, and ensure that its Associates comply with, the Health and Safety Laws, the Chain of Responsibility Laws, the Dangerous Goods Laws and the Environmental Protection Laws and must retain proper, complete and accurate records of such compliance.
- (c) The Landside Transport Operator must maintain suitable management systems, policies and procedures in relation to compliance with and management of the Landside Transport Operator's various obligations under the Health and Safety Laws, the Chain of Responsibility Laws, the Dangerous Goods Laws and the Environmental Protection Laws (and any other applicable Laws).
- (d) Insofar as the Chain of Responsibility Laws are concerned, and without limiting its other obligations under this clause 4, the Landside Transport Operator must ensure, so far as reasonable practicable, the safety of its road transport activity, so that:
 - (i) all Trucks used to transport Containers to and from the Interstate Terminal comply with all Laws and weight restrictions applying to them and are adequately maintained and fit for purpose in all respects;
 - (ii) any goods packed in a Container do not exceed the Container's gross weight or safety approval rating and Container's gross weight inscribed on the Container's Convention for Safe Containers Plate;
 - (iii) the individual axle group weights and gross mass of its Trucks are within the legal limits required for the transport of goods by road;
 - (iv) the dimensions of its Trucks (and the Containers) are within the legal limits required for the transportation of goods by road; and
 - (v) Trucks are driven safely and that Drivers comply with all applicable speed limits, routes, permits and other Laws applicable to heavy vehicles.
- (e) The Landside Transport Operator must provide a "complying container weight declaration" (as defined in the Heavy Vehicle National Law (NSW)) to MITCo. The Landside Transport Operator acknowledges that MITCo relies on cargo weight advices supplied by other parties in the supply chain, including the Landside Transport Operator and its Personnel, as being true and correct.
- (f) If, in MITCo's reasonable opinion, the Landside Transport Operator has failed to comply with an obligation under the Health and Safety Laws, the Chain of Responsibility Laws, the Dangerous Goods Laws and / or the Environmental Protection Laws, MITCo may:
 - (i) suspend the Landside Transport Operator's right to access the Interstate Terminal until such time as the Landside Transport Operator has demonstrated to the satisfaction of MITCo that such failure has been remedied; and/or
 - (ii) notify the relevant Authority in the event of becoming aware of a breach.

5. Traffic Management

The Landside Transport Operator acknowledges that MITCo has policies and procedures to regulate traffic within the Interstate Terminal and the Landside Transport Operator must, and must ensure that its Personnel, at all times whilst at the Interstate Terminal:

- (a) adhere to the traffic flow, rules and procedures set out in the Traffic Management Plan, and follow any internal traffic signs at the Interstate Terminal;
- (b) at all times while a Truck is at the Interstate Terminal comply with the following:
 - (i) vehicle hazard lights are switched on; and
 - (ii) vehicle headlights are illuminated;
- (c) comply with the Interstate Terminal's maximum speed limits;
- (d) do not use mobile phones, including hands free sets, while driving in the Interstate Terminal;
- (e) give way to pedestrians and Interstate Terminal vehicles (for example, forklifts) operating in the Interstate Terminal;
- (f) remain in the Truck cabin while terminal handling operations involving the Truck or a Container are being performed and only exit the Truck where it is in a designated safe zone and the Personnel are wearing the required PPE;
- (g) do not walk around the Interstate Terminal without an Interstate Terminal representative;
- (h) do not walk behind or around forklifts while being loaded or unloaded; and
- (i) do not drive or walk under suspended loads.

6. Incident and Hazard Reporting Requirements

- (a) The Landside Transport Operator and its Personnel must immediately (and subject to clause 6(b) in any event prior to the Landside Transport Operator's departure from the Interstate Terminal) report to MITCo the following:
 - (i) any injury or other harm to any person or any damage to the Truck, a Container or any other property;
 - (ii) any pollution, contamination or environmental harm caused, threatened or may be caused;
 - (iii) any incident which is required by Law to be reported or notified to any relevant Authority;
 - (iv) any other accident, incident or near-miss event (whether or not causing damage or harm);
 - (v) any emergency situation, any actual or potential hazard or risk, unsafe area or work practice which occurred, or was identified by the Landside Transport Operator or any of its Personnel, at the Interstate Terminal; or
 - (vi) any breach of any applicable Law involving the Landside Transport Operator or any of its Personnel, or which comes to their attention,

in connection with the provision of the Truck Terminal Access Service or otherwise occurring at the Interstate Terminal.
- (b) The Landside Transport Operator acknowledges and agrees that it or the Driver must report any damage to a Container before the Driver secures the twist locks on all four corners of the Container in the designated twist lock engagement area as defined on the Traffic Management Plan.
- (c) In response to any of the events set out in clause 6(a), MITCo shall be entitled to take such action as it deems necessary to overcome and alleviate the cause and consequences of the event and the Landside Transport Operator shall assist MITCo wherever and however reasonably and practicably necessary.

- (d) The Landside Transport Operator agrees to provide such cooperation and information as is reasonably requested by MITCo in respect of any investigation or enquiry into any the events set out in clause 6(a) which the Landside Transport Operator may have had an involvement or knowledge.

1. Other Obligations

- (a) Drivers are not permitted to perform maintenance or cleaning activities on any Truck whilst in the Interstate Terminal.
- (b) Drivers must not access the top of Trucks or Containers (point of work) where there is a risk of a fall of 2 metres or more.
- (c) All Container locking pins for all four corners of each Container must be present and in good working condition.
- (d) Drivers must ensure all Container locking pins are in the ready position for Container loading or unloading. Damage resulting from failure to correctly position Container locking pins will be the responsibility of the Driver.
- (e) For pick-ups, Drivers must secure the twist locks on all four corners of the Container prior to departing the Interstate Terminal in the designated twist lock engagement area as defined on the Traffic Management Plan.
- (f) The Landside Transport Operator must ensure, prior to departure from the Interstate Terminal, that the correct Container is loaded onto the Truck by verifying the Container number.
- (g) For deliveries, Drivers must ensure that twist locks are disengaged prior to proceeding past the twistlock disengagement area as defined on the Traffic Management Plan.
- (h) Side loader trailers must have contrasting hi visibility markings on the trailer arms.
- (i) All skeletal trailers must be fitted with safety chains.

2. Truck Arrival Procedures

- (a) The Landside Transport Operator must make a Booking through the VBS for every Container it wishes to collect from or deliver to the Interstate Terminal.
- (b) If a Truck arrives at the Interstate Terminal without a Booking the Interstate Terminal will not be able to provide access.
- (c) The Landside Transport Operator's access to the Interstate Terminal is subject to compliance with MITCo's conditions of entry as detailed on the signage at the Interstate Terminal's entrance. By entering the Interstate Terminal, the Landside Transport Operator's Personnel are deemed to have agreed to such conditions of entry.
- (d) The Landside Transport Operator must arrive at the Interstate Terminal within the Booking Window for the relevant Booking.
- (e) If a Landside Transport Operator arrives before or after the Booking Window, MITCo may, acting reasonably and having regard to operational requirements:
 - (i) permit access to the Interstate Terminal; or
 - (ii) refuse access and require the Landside Transport Operator to make a new Booking through the Vehicle Booking System.
- (f) If a Landside Transport Operator fails to arrive at the Interstate Terminal within the Booking Window and access is not granted under clause 2(e), the Landside Transport Operator is liable for the applicable No Show Fee in accordance with the Customer Agreement.

3. Amendment of Access Terms

MITCo may amend these Access Terms from time to time. Except where an amendment is required to address an immediate safety risk or to comply with applicable Laws, MITCo must give the Landside Transport Operator reasonable prior notice of any amendment (including by publication on MITCo's website or the Vehicle Booking System and, where practicable, by electronic notification). An amendment takes effect on and from the date specified in the notice. Continued access to the Interstate Terminal after that date constitutes acceptance of the amended Access Terms.

4. Definitions

In these Access Terms unless the context otherwise requires:

Booking Window means, for a Booking, the time window (however described in the Vehicle Booking System) within which the Truck is required to arrive at the Interstate Terminal.

Chain of Responsibility has the meaning given in the Chain of Responsibility Laws.

Chain of Responsibility Laws means any applicable Law relating to chain of responsibility obligations, including in relation to driver fatigue, fatigue management, vehicle mass and dimension, vehicle maintenance, loading requirements (including load restraint), speed management, towing and coupling requirements, vehicle permits, transport documentation for goods, Container weight declarations, dangerous goods and/or any other matters relating to the safe operation of vehicles, and includes the Heavy Vehicle National Law (NSW).

Customer Agreement means the standard customer agreement entered into between MITCo and the Customer governing access to, and the provision of Terminal Services at, the Interstate Terminal, as amended from time to time.

Dangerous Goods Laws means any applicable Law relating to the carriage or storage of dangerous goods as defined in the International Maritime Dangerous Goods (IMDG) Code or the Australian Dangerous Goods Code (7th Edition) and any cargo which are or which may become dangerous, volatile, explosive, flammable or offensive or which are or may become harmful to any person, property or the environment.

Driver means the person driving or operating the Truck.

Environmental Protection Laws means any applicable Law relating to the protection of the environment or natural resources, and includes the Environmental Protection and Biodiversity Conservation Act 1999 (Cth).

Health and Safety Laws means any applicable law relating to workplace health and safety including the Chain of Responsibility Laws.

Traffic Management Plan means the traffic flow rules and procedures for the Interstate Terminal, as notified by MITCo from time to time, including through any mandatory terminal or driver induction and on-site signage.

Truck Identification Number means the unique identifier of a Truck as registered with MITCo or the number of a Truck as displayed on the registered number plates of that Truck.