

## WIGGINS ISLAND COAL EXPORT TERMINAL

# TERMINAL RULES STANDARD

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# Terminal Rules Standard

## DOCUMENT INFORMATION

## DOCUMENT ACCOUNTABILITY

TERM	DEFINITION	POSITION
Owner/Approver	Accountable for approval and authorised discretion to implement or significantly change the system.	Ben Yaksich
Facilitator	Accountable for implementing the application of the system and facilitating appropriate conformance.	Alana Allard

## VERSION CONTROL

VERSION	DATE	REVISION DETAILS	FACILITATOR	APPROVER	SIGNATURE
1.0	21/5/2014	<i>For Approval – updated to give effect to WICET Operating Philosophy, Take or Pay Agreements, Capacity Usage Rules and terminal parameters key to the determination of Stage 1 Nominal Capacity at 27Mtpa and to place the revised document into new template.</i>	Dierdre Mikkelson		
2.0	17/2/2021	<i>Reviewed, converted from T3 to T2 and ownership changed – Issued for Use</i>	Scott Carson Alana Allard	Ben Yaksich	

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## 1. STANDARD STATEMENT

Wiggins Island Coal Export Terminal Pty Ltd (WICET) is committed to responsibly manage the operation and maintenance of the Wiggins Island Coal Export Terminal facilities in a safe, sustainable, socially just and accountable manner.

This Standard has been developed to give effect to the WICET operating philosophy which is to optimise Nominal Capacity to achieve at least each Take or Pay (ToP) Shipper's Capped Annual Tonnage (CET) and achieve best practice operating cost per tonne.

## 2. STANDARD SCOPE

These Terminal Rules apply to all coal handled at the Terminal on behalf of the Shippers.

## 3. STANDARD OBJECTIVES

- 1) Shippers must use their best endeavours to ensure that the Ship's Agent or Ship's Master provides 48 hours of notice of expected arrival at the fairway buoy. If the Ship's Agent or Ship's Master fails to provide the 48 hour notice the ToP Shipper, Ship's Agent and Ship's Master acknowledge that the timing of berthing of the vessel will be at the discretion of the Terminal.
- 2) WICET may make a temporary departure from the strict operation of the Terminal Rules if doing so is reasonably expected to maintain or increase the efficiency of the Terminal in the relevant circumstances and not:-
  - (a) compromise the safety of people or property;
  - (b) reduce the expected Nominal Capacity of the Terminal; or
  - (c) otherwise have an adverse effect on other ToP Shippers.

**The making of such a departure must be made in a non-discriminatory manner between Shippers.**

- 3) WICET will describe and evaluate the departure including any impacts on Nominal Capacity, efficiency, costs, tonnes and time in order to make an informed assessment of the requested departure prior to the granting consent.
- 4) Except as set out in these Terminal Rules, vessel movements are controlled by Maritime Safety Queensland (MSQ).
- 5) Train movements are controlled by the Above-Rail Operators in conjunction with the Shippers and the Rail Network Operator.
- 6) WICET operates primarily as a Stockpiling Terminal.

## 4. AMENDMENTS

In order to keep these Terminal Rules relevant to coal export operating conditions WICET may amend the Terminal Rules from time to time and will advise ToP Shippers of any changes. .

## 5. HEALTH, SAFETY, ENVIRONMENT AND PORT SECURITY REQUIREMENTS

WICET has a strong commitment to health, safety, security and the environment. All personnel, whilst on WICET premises, must be familiar with and act in accordance with:-

- (a) all relevant laws;
- (b) WICET's health, safety, security and environmental management systems, policies and procedures;
- (c) site conditions and procedures issued by WICET from time to time; and
- (d) all lawful directions of WICET in respect of their presence within the Terminal.

## 6. SHIPPER AGREEMENTS

- 7) The requirements for the hire and use of the Terminal by the Shippers are governed by the Shipper Agreements and these Terminal Rules must be read in conjunction with the relevant Shipper Agreement.
- 8) Where there is any inconsistency between the Shipper Agreement and these Terminal Rules, then the terms of the Shipper Agreement will prevail, but only to the extent of the inconsistency.

## 7. SHIPPER'S REPRESENTATIVE

- 1) Each Shipper must have a representative available for consultation during the various coal handling operations affecting the Shipper's coal. This includes but is not limited to:-
  - (a) coal forecasting, planning and scheduling
  - (b) coal transport
  - (c) stockpile management; and
  - (d) Vessel Nomination, berthing and loading.
- 2) Each Vessel Nomination must identify the Shipper's Representative available for consultation during the various operations in planning and loading the Shipper's Cargo. For the avoidance of doubt, where the total Cargo for a vessel has more than one Shipper, the Shippers must

ensure that they each have a representative available when shiploading is in progress. This is separate to the requirement to nominate a Principal Shipper in relation to a vessel that will ship multiple Shippers' Cargos.

- 3) The Shipper's Representative must have appropriate authority to deal with any of the operations affecting the Shipper's Cargo.
- 4) Any direction given by the Shipper's Representative to WICET is binding on the Shipper.

## 8. TERMINAL AND USE

- 1) Details of the Terminal facilities are described in the WICET Terminal Handbook Specification (#363859) which is published on WICET's website.
- 2) Subject to these Terminal Rules, specific variations to these Terminal Rules that apply under clause 3.1, and to maintenance and repairs, adverse weather conditions or other relevant circumstances, the Terminal will operate 24 hours a day, 7 days a week, 365 days a year.
- 3) The Shipper must ensure that its use of the Terminal:-
  - (a) is undertaken in a manner which complies with Good Industry Practice to assist in maximising the overall efficiency of the Terminal and the effective utilisation of ancillary services and complies with all relevant Laws; and
  - (b) will not breach WICET's Environmental Authority Permit EA EPPR01681413 (#766590) or any Governmental Authority's requirements relating to protecting the environment and will not result in a breach by WICET of any obligation arising from relevant Laws.
- 4) Shipper's compliance with Terminal Rules
  - (a) Non-compliance by a Shipper with these Terminal Rules may impact upon the operation of the Terminal, the Capacity Entitlement Tonnage of other Shippers.
  - (b) In the event that WICET determines that there has been persistent or serious breaches by a Shipper with the these Terminal Rules, WICET will advise the Shipper in writing of the relevant details of the non-compliance and require the Shipper to provide within 5 business days of the notice:-
    - (i) reasons for the non-compliance; and
    - (ii) a specific and detailed plan identifying the steps the Shipper has taken or proposes to take to remedy the non-compliance and to prevent a recurrence of the non-compliance (Cure Plan).
  - (c) WICET may request the Shipper to implement the Cure Plan or:-
    - (i) provide more detail on the Cure Plan; or
    - (ii) amend the Cure Plan to ensure that it addresses the specific non-compliances,

which the Shipper must do within 5 business days of the request. WICET may accept or reject the revised Cure Plan in its discretion.

- (d) In the event that the Shipper does not implement the approved Cure Plan, or there is no Cure Plan accepted under clause 8.4(c), or is notified by WICET of further persistent or serious breaches of the Terminal Rules, WICET will be entitled to take all reasonable necessary steps to ensure the Shipper's compliance with the Terminal Rules including:-
- (i) refusing to accept any of that Shipper's coal through the Terminal unless the Shipper complies; and/or
  - (ii) imposing a special handling charge, other charges or other operating control on the Shipper, as may be available to WICET under the relevant Shipper Agreement.

## 9. INFORMATION PROVISION AND COMMUNICATIONS

- 1) Accurate and timely information supply by WICET and the Shippers is critical to the efficient operation of the Terminal.
- 2) Wherever any notice or information required to be provided to or by WICET can be provided by way of direct input into the WICET information management systems, then notice or information must be given in that way.
- 3) Any notice or information which cannot practically be given by way of a relevant entry in the WICET information management system must be in writing and must be given by email as follows:-

### **Wiggins Island Coal Export Terminal Pty Limited**

**Gladstone Terminal:** Gladstone-Mt Larcom Road, Gladstone QLD 4680

**Email:** [Terminal.Logistics@wicet.com.au](mailto:Terminal.Logistics@wicet.com.au)

**Phone:** 07 4975 2567

**Brisbane Office:** Level 6, 199 George Street, Brisbane QLD 4000

**Postal Address:** GPO Box 1879, Brisbane QLD 4001

**Email:** [info@wicet.com.au](mailto:info@wicet.com.au) | [www.wicet.com.au](http://www.wicet.com.au)

**Phone:** 07 3210 5300



- 4) Reporting by WICET will be provided on an individual, aggregated and Train and Vessel basis, as well as special reporting from time to time. This may include audit trail reporting for *ad hoc* Shipper requests. Individual Shipper reports will highlight compliance with the Terminal Rules and the reporting of actual performance by a Shipper against its Inloader Allocation and Berth Allocation per paragraph 16 of the Capacity Usage Rules.

## 10. PLANNING AND SCHEDULING

### 10.1 Shippers to advise annual and long-term forecasts

- 1) The Shippers must provide shipping information to WICET for the purposes of developing long term shipping forecasts and preparing the WICET Annual Plan and Strategic Plan according to the following schedule:-
  - (a) By the end of November and end of March in each year a forecast schedule of their shipments of coal (including tonnage forecasts) for the 12 months commencing the following January and July respectively on a month-by-month basis. The schedule must include:-
    - (i) the tonnes, coal types and respective mine origins;
    - (ii) any special requirements the Shipper has in relation to its coal including any particular handling arrangements and processes; and
    - (iii) to the extent possible, the number, type, and respective size in Dead Weight Tonnes (DWT) of vessels including the number of dedicated, multi-Cargo and part loaded vessels.
  - (b) By the end of March in each year a forecast schedule of their shipments of coal (including tonnage forecasts) for the next five years commencing 1 July on a year-by-year basis. The schedule must include the tonnes, coal types and respective mine origins.
- 2) Shippers who have not previously delivered coal to the terminal must provide a long-term shipping forecast as soon as practical after the execution of their Shipper Agreement.
- 3) Each forecast must include coal to be shipped by any Substitute Shipper appointed.

### 10.2 WICET is to advise Annual Port Maintenance Plans

- 1) WICET will provide a 12-month Terminal maintenance forecast to Shippers by the 1st of November and 1st of March each year to facilitate alignment of Shippers annual forecasts. The forecast will identify:-
  - (a) the dates and times of unavailability of Train unloading facilities;
  - (b) the dates and times of limited availability of certain stockpiles; and
  - (c) the dates of times of unavailability of shiploading facilities.

- 2) A 24-month forward Terminal Shutdown Calendar (#3264559) will be maintained by WICET and form the basis of the Terminal input into the Critical Asset Alignment Calendar.
- 3) The Critical Asset Alignment Calendar will be jointly maintained by WICET and the Rail Network Operator for infrastructure and equipment.
- 4) Regular meetings will be conducted between the Above-Rail Operators' planners, Rail Network Operator planners and WICET to discuss and promote alignment of respective maintenance and interface requirements.
- 5) On a regular basis, and as required, WICET will provide Shippers with:-
  - (a) a 4 week summary of planned constraints on critical coal chain and Terminal assets including inloading, stockpiles, and shiploading;
  - (b) a 3 month summary of planned constraints on critical coal chain and Terminal assets including inloading, stockpiles, and shiploading; and
  - (c) a 12 month summary of any misalignment of planned coal chain infrastructure outages and quantify the impact of the misalignment.
- 6) WICET will :-
  - (d) maintain a rolling daily 90-day lockdown for the developed program of Terminal maintenance and construction activities.
  - (e) advise the Shippers, Rail Network Operator and Above-Rail Operators, in a timely manner, of any unplanned changes to the Terminal maintenance plans and of any unplanned maintenance or breakdowns that may affect Train unloading or shiploading operations.
  - (f) advise the Shippers, Rail Network Operator and Above-Rail Operators, in a timely manner, the effect on Nominal Capacity of any unplanned changes to their respective maintenance plans or any unplanned maintenance or breakdowns events external to the Terminal.
- 7) Opportune or emergency maintenance for the Above-Rail Operator, Rail Network Operator or Terminal assets will be dynamically planned in consultation with stakeholders.

## 10.3 Shippers to advise rolling 4 week and 3 month rolling forecasts

- 1) The Shippers must also submit to WICET each Wednesday by 4pm their railing and shipping forecast for the next 4 weeks including:-
  - (a) tonnes to be railed in weekly increments (Monday to Sunday commencing the following Monday) by Shipper coal type and mine origin; and
  - (b) tonnes to be shipped in weekly increments (Monday to Sunday commencing the following Monday) by Shipper coal type; and

- (c) vessels required to be loaded in the first four weeks including the current week, and as a minimum, detailing:-
    - (i) vessel name or pending To Be Nominated (TBN) vessel,
    - (ii) vessel Expected Time of Arrival (ETA) or laycan spread including scheduled or estimated arrival date within laycans;
    - (iii) tonnes to be loaded by Shipper coal type;
    - (iv) International Maritime Organisation (IMO) Number (if available);
    - (v) proposed handling instructions for specific product handling requirements if required; and
  - (d) mine loading facility scheduled maintenance times and dates.
- 2) When shipments are cancelled, they must be withdrawn from the forecast and if the relevant shipment was to occur within a period of 10 days from its cancellation, the Shipper must advise WICET within 24 hours of becoming aware of the cancellation.
- 3) The Shippers must also submit to WICET by the 20th of each month, the next 3 months railing and shipping forecast and requirements including:-
- (a) tonnes to be railed in monthly increments by Shipper coal type and mine origin; and
  - (b) tonnes to be shipped in monthly increments by Shipper coal type; and
  - (c) mine loading facility scheduled maintenance times and dates.
- 4) When developing the 3 month forecasts, the ToP Shipper must consider their Inloader Allocation and Berth Allocation utilisation and any risks to that utilisation (for example, associated with planned Terminal and coal chain constraints).
- 5) WICET will advise relevant ToP Shippers of any identified risk of a Shipper exceeding their Berth Allocation and/or Inloader Allocation for the Utilisation Period.

## 10.4 WICET to advise on Common User Area requirements

WICET will advise those Shippers scheduled to be using part of the Common User Area (and with an agreed, temporary stockpile residence period) of requirements including:-

- (a) the scheduled date and time the stockpile will become available;
- (b) an agreed stockpile management plan including remnant management;
- (c) the scheduled date and time the stockpile must be completed prior to approving vessel berthing; and
- (d) the scheduled time and date of stockpile clearance.

## 10.5 Shippers to advise weekly railing schedule and daily rolling updates

- 1) The Shipper shall be responsible for providing WICET each Thursday by 4pm with a weekly scheduled Train Consignment Advice for Trains scheduled for delivery between the following Monday to Sunday period as well as updating the advice as required as the schedule progresses through to the unloading of each Train at the Terminal.
- 2) The Shipper may advise WICET that this information is to be sourced directly from the relevant Above-Rail Operator, where applicable, by direct electronic transfer to WICET's information management systems.
- 3) The weekly scheduled Train Consignment Advice and any updates must include:-
  - (a) The mine origin of each Train payload;
  - (b) coal type (using the pre-advised code);
  - (c) the Train number, (including any Rail Network Operator unique service identification numbering) if available;
  - (d) the Train ETA (date and time)
  - (e) the Shipper's dedicated Stockpile Area or the Common User Area the Train payload is to be delivered to;
  - (f) handling instructions applicable to specified Trains; and
  - (g) any other relevant information required from time to time.
- 4) WICET will use the information in the weekly scheduled Train Consignment Advice and relevant updates to prepare a schedule of all Trains arriving at the Terminal.

## 10.6 SHIPPERS TO ADVISE LOADED TRAIN INFORMATION

- 1) The Shipper shall provide timely and accurate loaded Train Consignment Advice and may advise WICET that this information is to be sourced directly from the relevant Above-Rail Operator, where applicable, by direct electronic transfer to WICET's information management systems.
- 2) Once a scheduled Train has been loaded, the Shipper shall be responsible for providing the loaded Train Consignment Advice no later than 60 minutes after the departure of the loaded Train from the mine at which the coal was loaded. This includes any updates to this information, if applicable, up to the time of arrival at the Terminal. The Consignment Advice must include:-
  - (a) Consignment Note number;
  - (b) Train Number (including any Rail Network Operator unique service identification numbering);
  - (c) Number of wagons loaded;
  - (d) First loaded wagon number;

- (e) Last loaded wagon number;
  - (f) Mine origin;
  - (g) Shipper code;
  - (h) Coal type (using the pre-advised code);
  - (i) Stockpile destination;
  - (j) Total tonnage to be received from that Train;
  - (k) Date and time the Train departed the mine;
  - (l) Number of wagons loaded by wagon type;
  - (m) Number of wagons not loaded by wagon type; and
  - (n) Shipper comments (for example, Product handling characteristics).
- 3) The Consignment Advice must also specify if there are any irregularities in the coal including information about the type of problem (for example, high dust levels, sticky coal, or potential foreign objects) and the individual wagon numbers that contain the problem coal. Advice on any irregularities must be communicated to WICET no later than 30 minutes after the departure of the loaded Train from the mine at which the coal was loaded.
- 4) WICET will use the information in the loaded Train Consignment Advice to update the program of all Trains arriving at the Terminal.
- 5) No Train will be allowed to unload at the Terminal unless the Consignment Advice has been received by WICET in accordance with clause 10.6 2) and the data is consistent with the program of all Trains arriving at the Terminal and the actual Train arriving is consistent with the Consignment Advice.
- 6) Should it be necessary for the Shipper to change the coal type or stockpile destination from the Train Consignment Advice then WICET is to be advised by the Shipper as soon as practically possible prior to the estimated time of arrival of the Train at the Terminal.

## 10.7 SHIPPERS TO PROVIDE VESSEL NOMINATIONS

- 1) Shippers must notify WICET in writing of its Vessel Nominations as early as practicable and with best endeavours 14 days prior to ETA but a minimum of 10 days prior to the vessel ETA, detailing:-
- (a) Vessel Name;
  - (b) Vessel ETA;
  - (c) Shipper's Representative;
  - (d) Ship's Agent;
  - (e) Maximum nominated tonnage (which includes the Ships Master's discretion) authorised by the Shipper for each Cargo;

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- (f) Cargo details (for example tonnes and coal type(s));
  - (g) IMO Number;
  - (h) Nominated draft surveyor;
  - (i) Nominated Cargo superintendent company;
  - (j) Vessels arriving or departing part-loaded; and
  - (k) Initial Cargo Handling Instructions.
- 2) Vessels so nominated a minimum of 10 days prior to ETA will be eligible for berthing and loading in sequence of arrival consistent with and subject to these Terminal Rules including the satisfactory vetting of the vessel by WICET.
- 3) Vessels nominated less than 10 days from ETA will be deemed to have arrived on their Actual Time of Arrival (ATA).

## 10.8 THE SHIP'S MASTER OR SHIP'S AGENT TO PROVIDE VESSEL ARRIVAL NOTIFICATIONS ON BEHALF OF SHIPPERS

The vessel is required to provide vessel arrival notifications from an initial update at 10 days through to ATA (10,7,5,3,2,1,days from ETA) and Notice of Readiness including:-

- (a) ETA;
- (b) Departed last discharge Port;
- (c) A Cargo Stowage Plan including deballasting requirements at a minimum of 7 days from Expected Time of Berthing (ETB) and finalised 72 hours prior to ETB;
- (d) Arrival and departure drafts; and
- (e) ATA and Notice of Readiness.

## 10.9 WICET TO ADVISE LOADING SCHEDULES

WICET must provide daily rolling vessel loading schedules for each Shipper over a 14 day planning horizon, detailing:-

- (a) Vessel name;
- (b) Cargo tonnes and total tonnes scheduled for loading;
- (c) ATA or ETA date/time;
- (d) Scheduled pilot on board date/time for berthing where available;
- (e) Berth designation;
- (f) Planned berthing date/time;

- (g) Planned date/time for the first coal into the Vessel;
- (h) Planned date/time for the last coal into the Vessel;
- (i) Scheduled pilot on board date/time for sailing where available;
- (j) Planned sailing date/time;
- (k) Planned deballasting time;
- (l) Planned gross loading time;
- (m) Planned sailing draft;
- (n) Nominated Ship's Agent;
- (o) Vessel Stowage Plan status; and
- (p) Constraints to Vessel berthing.

## 11. TRAIN UNLOADING

- 1) It is the Shipper's responsibility to ensure that it has sufficient coal of the required type at the Terminal for its shipping requirements.
- 2) The Shipper must ensure that it presents coal in accordance with the Approved Specifications.
- 3) WICET may reject a Train from commencing unloading or from continuing to unload if the coal does not meet the Approved Specifications and having regard to the Terminal Parameters.
- 4) Each Train received at the Terminal will only be unloaded to a single stockpile destination.
- 5) WICET will not accept Trains:-
  - (a) for a ToP Shipper's dedicated Stockpile Area if the planned tonnes to be unloaded exceeds the dedicated Stockpile Area's nominated capacity (or safe capacity where WICET has advised that due to operating conditions, including potentially severe weather events, that the nominated capacity of the Stockpile Area is to be reduced);
  - (b) for a Third Party Shipper, if the planned tonnes to be railed exceed the tonnage in the Third Party Shipper's Vessel Nomination accepted by WICET;
  - (c) from a Shipper allocated a temporary Common User Area Stockpile unless it has accepted a Vessel Nomination in respect of that Shipper's Cargo in accordance with these Terminal Rules; or
  - (c) if there is insufficient Stockpile Area which is available or can be allocated to that Shipper by WICET for that delivery.
- 7) WICET will not accept a Train for a ToP Shipper or Substitute Shipper where the relevant ToP Shipper will exceed or has exceeded their Inloader Allocation unless WICET has permitted the roll forward of capacity and associated Inloader and/or Berth Allocation as per paragraph 23 of the Capacity Usage Rules (contained in Section 26.5 Appendix E of this document).

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- 8) Any anticipated Major Delays to inloading will be promptly communicated to those Shippers who will be affected.

## 12. VESSEL SIZES AND CRITERIA

1. The minimum acceptable vessel size will be 40,000 DWT.
2. All vessels must be bulk carrier type, gearless vessels with a single deck and self-trimming and comply with clause 18.4 and 12.1 of these Terminal Rules. Complete vessel criteria requirements are described in the WICET Terminal Handbook (#363859). Ore-bulk-oil (OBO) carriers that have been converted and reclassified as bulk carriers will be rejected.
3. Notwithstanding acceptance of a Shipper's Vessel Nomination, WICET reserves the right to reject any vessel that, in its reasonable opinion, is unsuitable for loading. Should any vessel be rejected, the Shipper and Ship's Agent will be advised of the reasons for rejection, in writing, as soon as possible.
4. The acceptance of a vessel to berth at the Terminal is on the understanding that such vessels are seaworthy, properly manned, appropriately maintained and well managed.
5. Vessels using the Terminal for the first time may be required to submit drawings showing dimensions of hatch and deck structures prior to arrival.

Geared Vessels, that is, vessels with self-unloading equipment such as deck cranes, can pose a significant risk to terminal infrastructure and throughput capability. In addition to section 12.2 , WICET will use reasonable endeavours to accept geared bulk carrier vessels for loading at the Terminal where it can be demonstrated that doing so does not adversely affect the availability of capacity to other Shippers . Any additional requirements of geared vessels shall be notified by WICET prior to vessel berthing at the Terminal.

## 13. VESSEL NOMINATIONS AND ACCEPTANCE

- 1) The Shipper must, for each shipment of Cargo, complete and submit a Vessel Nomination to WICET as soon as practical and at the latest 10 days prior to the vessel ETA.
- 2) Vessel Nomination forms are available on WICET's website and must be submitted via WICET's online information management system or as otherwise notified by WICET to the Shippers.
- 3) The Shipper must use its reasonable endeavours to ensure that the Ship's Agent, operator of the vessel and the Ship's Master of a vessel into which that Shipper's Cargo is to be loaded complies with the Terminal Rules, the WICET Terminal Handbook, the Port Rules and any applicable Laws including any environmental authority.
- 4) Where WICET determines that there has been a non-compliance in relation to clause 13.3 or unsatisfactory vessel performance, then:-
  - (a) the Shipper and the Ship's Master will be given a notice of non-compliance;
  - (b) if the particular vessel causes a further non-compliance notice to be issued, then the vessel may be deemed by WICET to be unsuitable for loading in the future and Vessel Nominations may, at WICET's discretion, be refused for that vessel; and



- (c) notwithstanding anything else in the Shipper Agreements or these Terminal Rules, WICET will not be responsible for (or liable for any loss caused by):-
  - (i) any action or omission of the Ship's Agent, the operator of the vessel or the Ship's Master; or
  - (ii) any breach of a Shipper Agreement as a result of the actions or omission of the Ship's Agent, the operator of the vessel or the Ship's Master.
- 5) Subject to clause 10.7.1, a Vessel Nomination does not need to include details of the vessel intended to lift the Cargo but if it does not, the Vessel Nomination will not be considered for berthing until details of the vessel are provided.
- 6) All vessels nominated in accordance with this clause will undergo a vetting process by WICET. The vetting process will include a review of vessel historical loading performance.
- 7) WICET may engage a third party, for example Rightship, to assist the vetting of a vessel prior to accepting the vessel for berthing.
- 8) WICET must complete the vetting process as soon as possible but in any event use reasonable endeavours to ensure that the vetting process is complete within 48 hours of receipt of a vessel nominated in accordance with this clause.
- 9) Vessels arriving or departing part-loaded will be subject to a minimum vessel nominated loading tonnage at the Terminal of 40,000 tonnes.
- 10) Vessel Nominations for each shipment of Cargo must meet the following criteria:-
  - (a) maximum of two (2) Cargos for vessels with five (5) hatches or less to be loaded;
  - (b) maximum of three (3) Cargos for vessels with seven (7) hatches to be loaded; and
  - (c) maximum of four (4) Cargos for vessels with nine (9) hatches to be loaded.
- 11) A Vessel Nomination for a ToP Shipper may be rejected where the relevant ToP Shipper will exceed or has exceeded their Berth Allocation unless WICET has permitted the roll forward of capacity and associated Berth Allocation as per paragraph 23 of the Capacity Usage Rules.
- 12) Following receipt of a Vessel Nomination including details of the vessel, and after the vessel has been vetted, WICET will promptly notify the Shipper whether:-
  - (a) the Vessel Nomination is accepted, in which case WICET will notify the Shipper of the date(s) the Cargo must be available at the Terminal; or
  - (b) the Vessel Nomination is rejected in which case WICET will notify the Shipper of the reasons for rejection; or
  - (c) the Vessel Nomination is acceptable subject to the Shipper specifying a new vessel for vetting, in which case the Shipper must nominate a new vessel after which the process in this clause 13.12 will repeat in relation to the Vessel Nomination; or
  - (d) further details are required in relation to the Vessel Nomination, in which case the Shipper must promptly provide those details after which the process in this clause 13.12 will repeat in relation to the Vessel Nomination until accepted / rejected.
- 13) Ship's Masters are required to advise the Ship's Agent and WICET of their vessel's ETA from the date of the vessel's acceptance in accordance with clause 10.8.

- 14) The Ship's Agent will at all times promptly advise the Shipper and confirm with WICET any changes to a Vessel ETA.

## 14. STOCKPILING

- 1) The stockpile construction and depletion process will be undertaken by receiving the coal from a Train and stacking it in a pre-determined pattern and then reclaiming the coal for shiploading.
- 2) All stockpile construction will be undertaken with the stacker in automatic mode using the design stacking pattern.
- 3) WICET will stack the coal in a lateral chevron stacking mode unless an alternative method of stacking is justified having regard to the characteristics of the coal, and that the alternative method of stacking:-
  - (a) is within the operational capabilities of the Terminal facilities and equipment;
  - (b) would not place the safety of people or property in jeopardy;
  - (c) would not breach environmental authorities, licences or Laws;
  - (d) is not likely to adversely impact the efficiency of operations at the Terminal; and
  - (e) is not likely to have an adverse effect on utilisation of the Terminal by other ToP Shippers.
- 4) Shippers shall ensure that over time the full contents of a Stockpile Area are reclaimed so as to minimise the risk of spontaneous combustion.
- 5) Shippers must arrange their shipping program so that their Stockpile Area does not exceed its maximum capacity (based on standard parameters) and prevent Trains being able to run to the rail schedule and on an even railings basis.
- 6) Stockpiling space will be allocated to Shippers under two different systems:-
  - (a) Dedicated Stockpile Area for ToP Shippers who are allocated part of the Stockpile Area for their use in accordance with the Stockyard Allocation Principles:-
    - (i) WICET will notify the ToP Shipper of their dedicated Stockpile Area's location, footprint and maximum safe capacity as required.
    - (ii) the ToP Shipper should manage its dedicated Stockpile Area in consultation with WICET to ensure there is sufficient capacity available in the dedicated Stockpile Area to manage the number of coal types to be stored, and the respective volumes of each coal type and access to reclaim valves sufficient to achieve reclaim rates to support the delivery of Nominal Capacity and achievement of the ToP Shipper's User Performance Parameters.
    - (iii) Each ToP Shipper must ensure that:-
      - (A) Trains can be scheduled and run to deliver coal to the ToP Shipper's dedicated Stockpile Area on a regular basis;

- (B) Trains are not scheduled or run where their dedicated Stockpile Area is full and the ToP Shipper has not been allocated usage of the Common User Area in accordance with these Terminal Rules.
  - (C) Trains are not scheduled or run where their dedicated Stockpile Area is full and the ToP Shipper has not been allocated usage of another area within the Stockyard in accordance with these Terminal Rules;
  - (D) Trains are not scheduled or run where their dedicated Stockpile Area is full and the ToP Shipper does not have the prior consent of another ToP Shipper to share their dedicated Stockpile Area and such consent has been notified to and approved by WICET in accordance with these Terminal Rules;
  - (E) Trains are not scheduled or run where the ToP Shipper has been allocated use of the Common User Area and those Trains would exceed the storage capacity allocated to the ToP Shipper in the Common User Area;
  - (F) a reasonably constant rate of coal delivery to the Terminal is maintained;
  - (G) shipping from the Terminal is on a reasonably regular basis; and
  - (H) no more than three (3) separate coal types are stored within their dedicated Stockpile Area without prior approval from WICET.
- (iv) If there is a disagreement in relation to the design of a ToP Shipper's dedicated Stockpile Area, the ToP Shipper and WICET will work together in good faith to reach a mutually satisfactory alternative configuration. No changes to the dedicated Stockpile Area for each ToP Shipper will be made without WICET's consent.
  - (v) WICET and ToP Shippers acknowledge that some types of coal, when abutted together, may result in coal contamination. If that is the case, the ToP Shipper must advise WICET to maintain stockpile separation in relation to that ToP Shipper's dedicated Stockpile Area.

AND

- (b) Common User Area allocation:-
  - (i) A Shipper with no allocated dedicated Stockpile Area, a Shipper with a dedicated area with a special "one off" Cargo, a ToP Shipper that desires additional stockpile capacity or a Shipper which needs to build a stockpile for shiploading may be allowed to use the Common User Area.
  - (ii) Application by a Shipper for Common User Area allocation must be made in writing to WICET.
  - (iii) The decision to allow a Shipper to use the Common User Area will be made by WICET in accordance with the Common User Area Usage and Allocation Principles in clause 0.

## 7) Common User Area Usage and Allocation Principles

- (a) A ToP Shipper with no dedicated Stockpile Area will be allocated space in the Common User Area from time to time.
  - (b) A ToP Shipper with no dedicated Stockpile Area and whom WICET has entered into a prior, separate agreement governing their use of the Common User Area, will be allocated space in the Common User Area from time to time in accordance with that separate agreement.
  - (c) Applications to use the Common User Area will be considered by and confirmed, at the discretion of WICET acting in good faith and giving consideration to the same factors guiding the exercise of discretion in Clause 3.2
  - (d) WICET, after consultation with relevant Shippers, may allocate and use space in the Common User Area for Terminal efficiency requirements including, for example, scheduled or unscheduled maintenance requirements for stockpile areas or reclaim equipment.
  - (e) In the event, two or more Shippers apply to use part or all of the same Common User Area space available, the allocation decision will include the following considerations:-
    - (i) Vessel ETA and ATA priority;
    - (ii) The ability to receive coal and/or ship coal taking into account the relevant ToP Shipper's usage of their Inloader Allocation and/or Berth Allocation; and
    - (iii) The ability to comply with clause 0(g).
  - (f) No coal can be received for the Common User Area until WICET confirms:-
    - (i) It is agreed with a ToP Shipper an area where the coal can be delivered;
    - (ii) a vessel ETA is advised; and
    - (iii) an agreed stockpile management plan is in place, including remnant management.
  - (g) Unless a prior agreement as referenced in Clause 0 (b) exists, the Shipper shall ensure the coal for a Cargo is under-stacked in the Common User Area and arrangements are made to trim off other suitable coal at the Terminal or to make alternative arrangements to the satisfaction of WICET to ensure there is no remnant coal left in the Common User Area.
- 8) If a ToP Shipper requires additional stockpile capacity and the Common User Area is not available, the ToP Shipper may request in writing for WICET to facilitate the temporarily use of another ToP Shipper's Stockpile Area. Prior to approval WICET will assess the impact of the arrangement using the same factors in clause 3.2 and those in clause 14.11
- 9) If, in the reasonable opinion WICET, the Capacity Entitlement Tonnage of a ToP Shipper cannot be handled through that ToP Shipper's dedicated Stockpile Area due to a lack of available capacity or due to the number of coal types the ToP Shipper's wishes to stockpile, WICET may:-
- (a) require the ToP Shipper to use the Common User Area or another area; or

- (b) refuse to allocate additional Stockpile Area and/or accept Vessel Nominations or accept Trains.
- 10) In accordance with the Stockyard Allocation Principles:-
- (a) WICET may hold good faith discussions with the ToP Shipper to relocate that ToP Shipper's dedicated Stockpile Area; and
  - (b) WICET may, for the efficient operation of the Terminal, and with reasonable notice, relocate a ToP Shipper's dedicated Stockpile Area.
- 11) WICET may, at any time, with prior written notice to the ToP Shipper, temporarily utilise all or part of the ToP Shipper's dedicated Stockpile Area (at no cost) providing it does not affect the ToP Shipper's:-
- (a) stockpile design;
  - (b) ability to unload coal from a Train taking into account that ToP Shipper's utilisation of its Inloader Allocation; or
  - (c) ability to ship coal taking into account that ToP Shipper's utilisation of its Berth Allocation; and
  - (d) taking into account the ToP Shipper's forecasts.
- 12) WICET will determine from time to time the allocation of the Stockyard between dedicated Stockpile Areas and Common User Areas. WICET may also choose to reconfigure the respective sizes of the dedicated Stockpile Areas and Common User Areas from time to time. This will be done in accordance with the Stockyard Allocation Principles and to the extent applicable, other specific agreements relating to the use of the Stockyard which have been endorsed or accepted (explicitly or tacitly) by the ToP Shippers.
- 13) Extraordinary stockpile management may be required at times.
- (a) There may be instances where WICET reasonably deems it necessary to provide additional plant and equipment in order to effectively manage a dedicated Stockpile Area or the Common User Area. These instances include (but are not limited to) the management of coal heating within or between Stockpile Areas, remnant management and occasions where Shippers give complex or extraordinary instructions for the management of their coal in the Stockyard.
  - (b) Provision of additional plant and/or equipment in accordance with this clause is Special Handling for the purposes of the Shipper Agreement.
- 14) It is the Shipper's responsibility to monitor capacity of and movements within the dedicated Stockpile Area and/or that part of the Common User Area allocated to the Shipper.
- (a) Stockpile additions will be measured by the Train unloading weightometers.
  - (b) Stockpile depletions will be measured by draft survey of the vessel in accordance with the processes in Clause **Error! Reference source not found.**

- 15) WICET must maintain records of stockpile inventories and advise each Shipper, in writing, of its respective:-
  - (a) Train payloads stockpiled;
  - (b) Vessel Cargo's reclaimed;
  - (c) Stockpile reconciliations;
  - (d) Current stockpile balances; and
  - (e) Stockpile adjustments.
- 16) Any records of readings will be available for inspection by the Shipper upon reasonable request.
- 17) Stockpile surveys will be undertaken where a Stockpile reconciliation identifies a discrepancy. Any additional surveys requested by a Shipper will be Special Handling.

## 15. STOWAGE AND LOADING ADVICE

- 1) The Shippers must submit a Cargo Stowage Plan and update the Cargo Handling Instructions provided under clause 10.7 with a minimum of 7 days from ETA and all details must be finalised 72 hours prior to ETB.
- 2) If the initially submitted Cargo Stowage Plan or Cargo Handling Instructions are not suitable, WICET will advise the Shipper at least 5 days from ETB. The Shipper must submit requested changes as soon as possible.
- 3) The Cargo Stowage Plan must be finalised to the Load Master's and WICET's satisfaction.
- 4) In accordance with clause **Error! Reference source not found.**, vessels should plan to load with a minimal number of passes. The maximum number of planned and actual passes is two (2) passes per hatch plus a maximum of two (2) trim passes. If stresses allow holds to be loaded in a single pour then this should be planned (may require deferred deballasting to prevent excessive air draft). Any further passes required to complete loading of the vessel will be subject to discussions between WICET (including the Load Master), Shipper and Ship's Agent.
- 5) All vessels that have not provided a satisfactory Cargo Stowage Plan and for which a Shipper has not provided a satisfactory Cargo Handling Instruction 72 hours from ETB will:-
  - a) surrender their berthing priority to vessels that have provided valid Cargo Stowage Plans and Cargo Handling Instructions; and
  - b) where the relevant party subsequently provides a satisfactory Cargo Stowage Plan and/or Cargo Handling Instruction the vessel will re-join the queue as early as possible but with an ETB at least 72 hours from the time the valid Cargo Stowage Plan and/or Cargo Handling Instruction is confirmed by WICET foregoing all consideration of the original Port arrival time.
- 6) The Cargo Stowage Plan cannot be changed in the period from 72 hours to ETB or after berthing unless exceptional circumstances are identified by WICET or the Ship's Master.

- 7) The Cargo Stowage Plan must indicate at least:-
  - a) the ship loading sequence plan by hatch; and
  - b) the vessel's deballasting rate and duration and any plans to stop loading for deballasting. The complete requirements of the Cargo Stowage Plan are detailed in the WICET Terminal Handbook.
- 8) Subject to clause 10), Cargo blending requirements in the Cargo Handling Instructions may be altered up to 6 hours from ETB if there are no changes to the Cargo Stowage Plan.
- 9) WICET will assume the complete Cargo will be available at the Terminal prior to commencing berthing any vessel unless the Shipper notifies otherwise.
- 10) In the event a Shipper notifies WICET that a Cargo is no longer available to meet the ETB, or if WICET (acting reasonably) forms the view that a Cargo will not be available to meet the ETB, the vessel will relinquish berthing priority according to the following:-
  - (a) the vessel will be suspended from the queue; and
  - (b) will re-join the queue once the Shipper advises a revised Cargo availability date; but
  - (c) with an ETB equivalent to the date the coal is available at the Terminal; but
    - (i) If notification is greater than 72 hours from ETB, the position re-entering the queue cannot be earlier than the position held as determined by the ATA; or
    - (ii) If notified between 72 hours and 24 hours from ETB, the revised ETB cannot be earlier than 72 hours from the previous ETB; or
    - (i) If notified less than 24 hours from ETB, the revised ETB cannot be earlier than 7 days from the previous ETB, subject to clause 15.12.
- 11) In the event a Shipper notifies WICET that a Cargo is no longer available, or WICET (acting reasonably) forms the view that a Cargo is not available, while a vessel is at berth, in addition to the rights under clause 2):-
  - (d) the vessel will be suspended from the queue; and
  - (e) will re-join the queue once the Shipper advises a revised Cargo availability date; but
  - (f) with an ETB equivalent to the date the cargo will be available at the Terminal; but
  - (g) the revised ETB cannot be earlier than 7 days from the previous ETB, subject to clause 15.12.
- 12) Where a vessel is suspended from the queue and re-enters the queue in accordance with clauses 10) and 11), the revised positions in the queue in accordance with those clauses apply unless WICET reasonably determines that the vessel may re-join the queue earlier than that point without having any effect on another Shipper with a validly made Nomination and who is in compliance with the Terminal Rules.

## 16. BLENDING

- 1) Blending of coal is to occur via reclaiming from, not loading to, the stockpile. All trains stacked to an individual stockpile will be treated as a single coal type for the purposes of blending and reclaiming. Stacking multiple grades into a stockpile to be reclaimed as a single coal type is at the discretion, control, and risk of the shipper.
- 2) Blending of stockpiled coal for a Cargo may occur by reclaiming coal from a maximum of two stockpiles for that Cargo.
- 3) The minimum acceptable blend portion for coal is to be no lower than 10%.
- 4) A Shipper may request a non-conforming, Cargo blending arrangement and WICET may accept or reject the request following an assessment of any implications for the efficient operation of the Terminal and taking account of the factors considered in Clause **Error! Reference source not found.** The assessment will also include anticipated additional resourcing requirements. Acceptance will also be subject to agreement on any Special Handling charges that may apply.
- 5) The tonnages of the coal reclaimed to create a blend Cargo shall be solely and finally determined by WICET by apportioning the draft survey weight with the weights recorded by the belt weightometers for the reclaimed coal.

## 17. VESSEL BERTHING

- 1) Authorisation to berth a vessel will only be provided when all Cargo for that vessel is available at the Terminal.
- 2) Notwithstanding clause 15.11, in the event a Shipper advises a Cargo for a berthed vessel is unavailable, or WICET (acting reasonably) forms the view that a Cargo is not available at the Terminal, WICET has the authority to order the vessel off the berth, provided it is in a safe sea state, at the Principal Shipper's cost.
- 3) Vessels shall generally be berthed and loaded on a Turn of Arrival basis in the queue specifically formed for the Terminal providing that the vessel has conformed in all respects with these Terminal Rules and the requirements in the WICET Terminal Handbook.
- 4) However, in order to maximise throughput at the Terminal, WICET may consider it necessary to berth a vessel out of turn.
- 5) WICET must have regard to the following matters when establishing the berthing schedule or when considering whether to berth a vessel out of turn:-
  - (a) any directives of the Port Authority including the Port Rules;
  - (b) maintaining continuous shiploading and overall efficiency of operations at the Terminal (for example the occurrence of unscheduled maintenance of shiploading equipment);
  - (c) tidal constraints (for example deep draft arrivals);
  - (d) vessel size and berthing restrictions;
  - (e) Cargo availability and in particular the provisions of clause 15;
  - (f) subject to requirements of the Port Authority, limiting the maximum number of tidal cycles for which a vessel may be passed over for berthing due to restrictions on



- berthing draft, to 3 full tidal cycles, except where the vessel is physically unable to berth due to the tide having an insufficient sailing draft; and
- (g) whether the relevant ToP Shipper will exceed or has exceeded their Berth Allocation for the Utilisation Period.

## 18. SHIPLOADING

- 1) Vessels will not be scheduled for berthing until the final stockpile advice is received and the total consignment is available at the Terminal.
- 2) A vessel cannot seek berthing priority until it has 'arrived' and has provided a Cargo Stowage Plan and a Cargo Handling Instruction has been provided by the Shipper in accordance with clause 15.
- 3) Vessels at the berth shall not stop loading to deballast without WICET being given notice of at least one hour or one full hatch run. The Shipper or Ship's Master should also advise the expected duration of the deballasting delay. WICET may commence loading another vessel (if additional berths are available) during an extended deballast delay. WICET will need notice of at least one hour from the vessel of its intention to recommence loading and confirmation that no further delays due to deballasting are expected.
- 4) All vessels shall load on a continuous basis and must:-
  - (a) complete loading one Cargo before commencing another where multiple Cargos are to be stowed;
  - (b) complete loading with a maximum number of two (2) passes per hatch plus two (2) trim passes;
  - (c) ensure both trim passes are part of the same Cargo and a minimum of 500 tonnes each;
  - (d) accept coal at a net load rate of up to 8,500 tonnes per hour for the entire Cargo; and
  - (e) sail on the first available tide after the estimated time of loading completion.
- 5) All coal that is reclaimed from a Stockpile Area must be loaded onto the vessel. There is no ability to return coal from the surge bin(s) so the bin(s) must be emptied at the completion of loading of the vessel and when there is a change in Cargo.
- 6) Vessels will load and depart on the closest tide to the estimated time of loading completion.
- 7) Vessels are not permitted to wait for a later tide to enable additional Cargo to be loaded if there is another vessel awaiting the berth or a vessel will be delayed in planned berthing.
- 8) Any anticipated Major Delays to shiploading will be promptly communicated to those Shippers who will be affected.
- 9) During the loading operations, the trim and stability of the vessel remains the responsibility of the Ship's Master at all times.
- 10) The Load Master shall provide a proper and safe means of access to and from the vessel at all times as per the requirement of Marine Orders Part 32.

- 11) At all times during the loading of a vessel, the Shipper's Representative and the Ship's Master are to be available to ensure that loading operations are carried out in accordance with the Load Master's instructions and to the Load Master's and WICET's satisfaction.
- 12) Each Shipper is responsible for appointing a draft surveyor to determine the weight of the Shipper's coal loaded onto a vessel and to verify to WICET the total tonnage loaded.
- 13) In the event of blending for a Cargo or more than one Cargo being loaded into a vessel, belt weighers will be used to calculate individual tonnages with final stockpile balances determined on the basis outlined in clauses 18.21 and 16.5. Unless there are special circumstances agreed to beforehand there should be no draft surveys between Cargos.
- 14) Where a vessel is required to clean holds or to execute repairs which will immobilise a vessel or restrict it from sailing, WICET and MSQ must be advised prior to loading commencing. The vessel shall not be permitted to remain at the Terminal berth to clean holds or to load and wait for completion of repairs at the Terminal berth. The removal of the vessel shall be carried out at no cost to WICET.
- 15) If a vessel has not completed loading but has to leave the loading berth for any reason and wishes to resume loading at a later time, its turn to recommence loading will be determined on a case-by-case basis by WICET giving consideration to the same factors guiding the exercise of discretion in Clause 3.2.
- 16) Subject to clause 18.9, a Shipper may request (and the Load Master will consider the request in good faith) an interim draft survey requiring a cessation of shiploading. Any interim draft survey will be subject to the Load Master's instructions and conditions (if any).
- 17) Ballast is to be discharged at a rate which does not disrupt loading, final trimming and completion unless agreed by WICET.
- 18) If as a result of Commonwealth Surveyor Inspection (conducted by AMSA) a vessel is found to be defective, WICET is to be advised immediately if such defects will affect loading operations and/or vessel departure and the effect of the defect noted. The vessel may be required to relocate to another berth or anchorage in the Port to undertake any repairs etc. Anything required of WICET as a result of the relocation of the vessel may be deemed to be Special Handling in accordance with the Shipper Agreement.
- 19) WICET will determine the timing, manner and, in conjunction with the Load Master, the method of loading onto any vessel the nominated Cargo in accordance with any applicable Port Rules.
- 20) The weight of the Cargo loaded and hence shipped for the purposes of the Shipper Agreement will be determined by the draft survey weight of the vessel onto which the Cargo is loaded.
- 21) If multiple Cargos are loaded onto any vessel, the draft survey weight of that shipload will be apportioned among each such Cargo as based on the same proportions as the weights recorded by the belt weightometers on the outloading stream of the Terminal relevant to that shipload.
- 22) Delays to shiploading operations caused by a vessel nominated by a Shipper may attract charges in accordance with the Shipper Agreement.
- 23) WICET has the right to request a loading vessel to leave the berth if the vessel cannot maintain continuous loading and the vessel is in a safe sea state.

## 19. SAMPLING

- 1) The Shipper may arrange for samples to be taken from any coal via the operation of the automatic outbound sampling system during the shiploading of the coal.
- 2) WICET will ensure that the automatic outbound sampling system is maintained in accordance with applicable Australian and international standards.
- 3) No manual samples may be taken from the Terminal stockpiles or Trains delivering the coal.
- 4) The person conducting the sampling will be taken to be the agent of the Shipper.

## 20. REMNANT COAL

- 1) At completion of shiploading, a Shipper must remove remnant coal remaining in the Common User Area within 48 hours of being requested by making suitable arrangements with WICET.
- 2) The cost of removing any remnant coal will be deemed to be Special Handling under the Shipper Agreements.

## 21. CERTAIN COMMERCIAL MATTERS

- 1) Where the scheduling of a vessel is dependent on the resolution of a commercial matter (for example, letter of credit):-
  - (a) that vessel will not be scheduled for berthing until formal advice has been received that the commercial matter has been resolved;
  - (b) the Shipper must provide WICET with written advice when the commercial matter has been resolved; and
  - (c) on receipt of such written advice, the vessel will rejoin the queue after the passage of 72 hours, at its original position.
- 2) If a vessel encounters commercial matters or is detained whilst alongside, WICET may, at its discretion with sufficient notice, order the vessel to vacate the berth where it is safe to do so.

## 22. DEALING WITH COAL

- 1) WICET may treat or deal with any coal of a Shipper for the purposes of complying with environmental Laws.
- 2) WICET may treat the coal of a Shipper with either or both of water and chemicals to satisfy the requirements of any Government Agency (including the Environmental Protection Authority (“EPA”)). WICET shall keep the Shipper informed of any requirements of the EPA with respect to chemicals or other dangerous materials from time to time.

- 3) WICET may take whatever action it considers necessary in respect of the coal of a Shipper to prevent or control fires or other emergencies within the Terminal. Without limiting the foregoing, WICET may remove coal from the dedicated Stockpile Area or the Common User Area where heating of the coal has reached such an advanced state that the coal cannot be shipped or for any other reason as may be reasonably determined. WICET shall notify the Shipper as soon as possible after the coal has been moved. The cost of removing coal in accordance with this clause is a Special Handling charge under the Shipper Agreements.

## 23. WICET TERMINAL HANDBOOK

- 1) WICET may issue and amend from time to time, a WICET Terminal Handbook dealing with Terminal infrastructure, in particular the ship-to-shore interface and conditions of arrival, loading and departure of Vessels from the Terminal. Any terms and conditions in the WICET Terminal Handbook will form part of these Terminal Rules.
- 2) The Terminal Handbook cannot be inconsistent with the Terminal Rules.

## 24. STANDARD MONITORING AND REVIEW

This Standard will be reviewed by the Port Planning Lead, General Counsel and Company Secretary and relevant stakeholders every two (2) years or after a significant change to any guiding principles, legislation or regulation, in order to ensure currency, relevance and accuracy.

## 25. MORE INFORMATION

This Standard will be available to all Employees, Contractors and Consultants, Shippers and other external parties such as Agents representing the Shipper or the Ship, sampling companies, other service providers and Statutory bodies including Australian Federal Police (AFP), Queensland Police Service (QPS), Australian Border Force (ABF), Australian Maritime Safety Authority (AMSA), Maritime Safety Queensland (MSQ), etc.

This document is uncontrolled when printed.

If you require any further information, please contact:-

- Alana Allard - General Counsel and Company Secretary, or
- Scott Carson – Port Planning Lead

## 26. APPENDICES

### 26.1 APPENDIX A – DEFINITIONS

TERM	DEFINITION
Above-Rail Operator	means the provider of any rail haulage services for the transport of coal to the Terminal.
Access Policy	means WICET’s access policy approved by the State under the Framework Deed (as amended from time to time).
AMSA	means Australian Maritime Safety Authority.
Annual Plan	means the plans and budgets prepared and approved by WICET.
Application	means the ToP Application form as detailed in <b>Annexure 3</b> of the Access Policy.
Approved Specification	means Coal in a form which:- <ul style="list-style-type: none"> <li>a) is capable of passing through a 250mm x 250mm grizzly;</li> <li>b) has a moisture content that allows it to be readily received, handled, stacked and reclaimed without producing excessive dust lift off under prevailing climatic conditions at the Terminal; and</li> <li>c) flows freely on discharge from the rail wagon(s).</li> </ul>
ATA	means the Actual Time of Arrival, for example, of a Train arriving at the Terminal or a vessel arriving at the Port. The ATA for a vessel is defined as the time when the last of the following occurs: <ul style="list-style-type: none"> <li>a) The vessel has reached the designated area within the vicinity of the Fairway Buoy as specified in the Port Rules; or</li> <li>b) A Notice of Readiness (such notice is customarily presented to a Shipper or the Shipper’s Representative by the Ship’s Master or Ship’s Agent) has been tendered to WICET by the Ship’s Master or Ship’s Agent confirming the vessel is ready to be towed, berthed, deballasted and loaded at the Terminal without delay; or</li> <li>c) where the date of the Vessel Nomination was less than 10 days prior to ETA, the vessel is deemed to arrive 10 days after the date of the Vessel Nomination unless joining the queue from the actual arrival date would not affect the position of any other validly made vessel nomination, in which case the vessel may, at the discretion of WICET, be deemed to have arrived on its actual time of arrival; or</li> <li>d) Resolution of commercial matters is confirmed by the Shipper in accordance with clause 21.</li> </ul>
Berth Allocation	means the time allocated for utilisation of the berth by a ToP Shipper as defined in the Capacity Usage Rules.
Business Day	means a day on which banks are open for business in Brisbane (except a Saturday, Sunday or public holiday in Gladstone).

# Terminal Rules Standard



Capacity Entitlement	means the entitlement of each ToP Shipper to capacity at the Terminal as determined under the relevant ToP Agreement.
Capacity Usage Rules	means the document in Annexure D.
Capped Annual Tonnage	means at any time, the maximum tonnage of coal (in Mtpa) which the ToP Shipper is entitled to ship through the Terminal in a year (other than as a Substitute Shipper or a Third Party Shipper) and set out in that ToP Shipper's ToP Agreement.
Capricornia Coal Chain System Rules	means those rules describing the planning, scheduling and path allocation processes and control of the operation of Train services in the Blackwater and Moura coal chains as approved by the relevant regulator of below rail train services from time to time.
Cargo	means a quantity of coal (whether or not it is a full Vessel-load) of a single coal type or multiple coal types (blended) required by a Shipper to be loaded onto one Vessel.
Cargo Handling Instructions	means the Shipper's requirements for the loading of a cargo which details as a minimum:- a) the coal type and coal source/stockpile name; and b) any specific reclaiming / loading instructions including blending; and c) remnant management plans all of which must be consistent with these Terminal Rules.
Cargo Stowage Plan	for a vessel means a diagram of that vessel's stowage space that shows (among other things) stowage, a hatch plan and loading sequence, and deballasting rate and plan and anything required in clause 7) of these Terminal Rules.
Common User Area	means the area of the Stockyard set aside for use by the Shippers as a shared facility at the Terminal for stockpiling.
Consignment Advice	means the information pertaining to Trains delivering coal to the Terminal and, in the case of loaded Trains, including Consignment Note information.
Consignment Note	means the delivery docket issued by the Above-Rail Operator in respect to Trains delivering coal to the Terminal.
Critical Asset Alignment Calendar	means a schedule presenting maintenance programs for Blackwater and Moura mine-to-port infrastructure prepared with input from relevant Supply Chain Stakeholders and maintained and published by the Rail Network Operator on behalf of the coal chain.
Cure Plan	means the plan referred to in clause 4).
ETA	means the Estimated Time of Arrival of a vessel at the Port or a Train at the Terminal.
ETB	means the estimated time of berthing for a vessel.
GPC	means Gladstone Ports Corporation Limited ACN 131 965 896.
Good Industry Practice	means the practice methods and acts engaged in or approved by a person who in the conduct of its undertaking, exercises that degree of diligence, prudence

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and foresight reasonably and ordinarily exercised by skilled and experienced persons engaged in the same type of undertaking under the same or similar circumstances and conditions in the manner having regard to the requirements of the ToP Shippers consistent with applicable Laws.

Government Agency	means any government or any governmental, semi-governmental or judicial entity or authority (or its agent), including any self-regulatory organisation established under statute.
IMO Number	means the International Maritime Organization unique identifier for a vessel despite any subsequent change in the vessel's name, ownership or flag.
Inloader Allocation	means the time allocated for utilisation of the inloader by a ToP Shipper as defined in the Capacity Usage Rules.
Law	means those principles of law established by decisions of courts; a) statutes, regulations, by-laws, codes, ordinances and other subordinate regulations of the Commonwealth, the State of Queensland or a Government Agency; and b) binding requirements and authorisations (including any conditions or requirements under them), and the expressions "lawful" and "unlawful" will be construed accordingly.
Load Master	means the suitably competent, designated WICET employee or contractor who will manage, oversee and liaise with the Ship's Master in respect to vessel matters, and liaise with Terminal staff in regard to the loading of Cargo onto vessels.
Major Delay	means an unscheduled delay of more than one hour for Train unloading and more than 4 hours for vessel loading or berthing relative to the expected time for the relevant activity.
Marine Orders	means Commonwealth of Australia, Navigation (Orders) Regulations as issued by AMSA.
MSQ	means Maritime Safety Queensland.
Nominal Capacity	means the maximum reasonably achievable throughput capacity of the Terminal expressed in Mtpa and which may be specified in set periods of time (for example quarterly) in the current Annual Plan and which may be updated by WICET from time to time.
Port	means the Port of Gladstone.
Port Authority	means the authority with power to regulate the Port under the <i>Transport Infrastructure Act 1994</i> (Qld).
Port Rules	means the Port Authority's port rules published from time to time.
Principal Shipper	means the Shipper who is so designated by agreement of all of the Shippers loading Cargo on the same vessel and notified in writing to WICET, or in the absence of notification, the Shipper nominating the first Cargo to that vessel.
Rail Network Operator	means Aurizon Network Pty Ltd ACN 146 335 622.
Ramp Up Period	means the meaning given to it under the ToP Agreement.
Services	means the services set out in Annexure 5 of the Access Policy.
Shipper	means at any time each person whose Application has been accepted and who is bound by a Shipper Agreement at that time.

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Shipper Agreement	means either a ToP Agreement, a Third Party Shipper Agreement or a Substitute Shipper Agreement.
Shipper Representative	means that person or company authorised by the Shipper as WICET's point of contact for coal handling at the Terminal and/or for Cargo and vessel management.
Ship's Agent	means that person or company (as specified in the Vessel Nomination) to whom the vessel is consigned by the Ship's owners/operators.
Ship's Master	Of a merchant vessel is a licensed mariner in ultimate command of the vessel, responsible for its safe and efficient operation, including cargo operations, navigation, crew management and ensuring that the vessel complies with all Laws and international laws, as well as company and flag state policies.
Special Handling	means any work or activities in respect of any coal which, in the opinion of WICET, is outside the ordinary course of its operation of the Terminal and includes those activities which are either specified or deemed to be Special Handling under these Terminal Rules as detailed in Annexure C.
Stockpile Area	has the meaning given in the ToP Agreements.
Stockpile Terminal	means a coal terminal with substantially dedicated stockpiles used for storage and blending, and which is not a cargo assembly terminal.
Stockyard	means at any time, the area of land within the Terminal that WICET determines is available, in accordance with these Terminal Rules, at that time to stack, store and reclaim coal within normal operations.
Stockyard Allocation Principles	means those principles described in Schedule 4 of the ToP Agreement.
Strategic Plan	means the strategic plan prepared and approved by WICET.
Substitute Shipper	means, for the period of the substitution, a person described as such in a Substitution Notice entered into under and in accordance with a ToP Agreement and who has entered into a Substitute Shipper Agreement.
Substitute Shipper Agreement	means a document, signed by the Substitute Shipper in which it agrees to be bound by these Terminal Rules, as amended from time to time.
Substitution Notice	means a notice under which a ToP Shipper may nominate a Substitute Shipper in accordance with a ToP Agreement.
Supply Chain Stakeholders	means those stakeholders as defined in the Capricornia Supply Chain System Rules.
Terminal	means the Wiggins Island Coal Export Terminal which includes infrastructure for the unloading, storage, handling and loading of coal developed and owned by WICET at the Port.
Terminal Operating Agreement	means the agreement so titled between WICET and another party in the case that a different party is nominated to operate the terminal on WICET's behalf.
Terminal Rules	means this document as varied or replaced by WICET from time to time in accordance with the relevant agreements and published on WICET's website.
Third Party Shipper Agreement	means a Third Party Shipper Agreement between WICET, the relevant Third Party Shipper and (if applicable) the Guarantor(s) (as defined therein).
Third Party Shipper	means, for the term of hire, a party submitting an Application and accompanying Vessel Nomination other than a ToP Shipper or Substitute Shipper and is a party to a Third Party Shipper Agreement.



ToP Agreement	means an agreement between a ToP Shipper and (if applicable) the Guarantor(s) (as defined therein) and WICET which provides for the obligation to utilise the Terminal for the receipt by rail, stockpiling, rehandling, and load out of coal to vessels or in lieu of that obligation, to pay an equivalent sum by way of cash to WICET for the Terminal Handling Charge (as defined therein).
ToP Shipper	means, for the term of such an agreement, a person described as such in a ToP Agreement.
Train	means a consignment of coal for a Shipper to be received at the WICET rail inloader (whether or not it is a full Train load).
Turn of Arrival	means the sequence of vessels based on their ATA.
User Performance Parameters	means, at any time, the parameters so titled and set by WICET for each relevant ToP Shipper from time to time.
Utilisation Period	means each calendar quarter during a year.
Vessel Nomination	means the Vessel and Cargo details provided in accordance with Clauses 11.7 and 14 of these Terminal Rules.
WICET	means Wiggins Island Coal Export Terminal Pty Limited (ABN 20 131 210 038), being the owner of the Terminal.
WICET Terminal Handbook	means the document detailing Terminal facilities and parameters in particular the ship-to-shore interface and associated procedural and safety requirements at WICET.

## 26.2 APPENDIX B - RELATED DOCUMENTS

- 1) T1 Health Safety and Environment Policy (#526947)
- 2) T2 Environmental Management Plan (#445750)
- 3) T2 Safety Management Plan (#446079)
- 4) Environmental Authority Permit EA EPPR01681416 (#766590)
- 5) WICET Maritime Security Plan
- 6) T3 Terminal Handbook Specification (#363859)
- 7) Terminal Shutdown Calendar (#3264559)

## 26.3 APPENDIX C – INTERPRETATION

- 1) In these Terminal Rules headings are for convenience only and do not affect its interpretation.
- 2) Except to the extent that the context otherwise requires:-
  - (a) reference to any statute or statutory provision includes any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such provision;
  - (b) words denoting the singular include the plural and vice versa;
  - (c) words denoting individuals include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
  - (d) words denoting any gender include all genders;
  - (e) references to parties, Parts, Clauses, and Schedules are references to parties, Parts, Clauses, and Schedules to these Regulations as modified or varied from time to time;
  - (f) references to any document, deed or agreement include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
  - (g) references to WICET and the Shipper, or to any party or any other document, deed or agreement include its successors or permitted assigns;
  - (h) all references to dates and times are to Australian Eastern Standard Time; and
  - (i) all references to "writing" includes printing, typing, telex, facsimile and other means of reproducing words in a visible and tangible form. All communications in respect of operational matters required to be in writing must be made by such means, electronic or otherwise.

## 26.4 APPENDIX D – SPECIAL HANDLING

- 1) WICET may in its discretion provide Special Handling of coal if requested by the Shipper.
- 2) WICET may in its absolute discretion, apply Special Handling of coal if the handling of the coal is deemed as a departure from the Terminal Rules or is specifically referenced in the Terminal Rules or Shipper Agreement as Special Handling.
- 3) Application of Special Handling includes but is not limited to:-
  - (a) Storage of coal in Common User Areas.

Where the coal stockpiled in the Common User Area is deemed a temporary stockpile, Special Handling charges may apply if the storage of the coal continues beyond 14 days after the vessel ETA given in the Vessel Nomination.
  - (b) Handling of remnant coal in the Common User Areas

A Shipper must remove all its remnant coal remaining in the Common User Area after shiploading within 48 hours of being requested to do so by WICET or make suitable alternative arrangements with WICET.
  - (c) Cargo blending requirements that:-
    - (i) depart from the blending provisions specified in the Terminal Rules; or
    - (ii) require resources beyond established resources;
  - (d) Stockpile management that requires resources beyond established resources;
  - (e) Anything required of WICET as a result of the relocation of a vessel due to defects or other issues may be deemed to be Special Handling in accordance with the Shipper Agreement;
  - (f) The handling and storage of contaminated coal;
  - (g) The handling and storage of spillage coal or otherwise caused by coal not conforming with the Approved Specification;
  - (h) Ensuring a Shipper's compliance with the Terminal Rules as per clause 8.4(b); and
  - (i) Stockpile audits requested by a Shipper that are not in response to a Stockpile reconciliation discrepancy.

## 26.5 APPENDIX E – CAPACITY USAGE RULES

### 26.5.1 Application and purposes of these Rules

- 1) These are the Capacity Usage Rules referred to in each Voting ToP Shipper's ToP Agreement.
- 2) These Rules set out the basis on which each Voting ToP Shipper's utilisation of its Capacity Entitlement Tonnage will be assessed by WICET for the purposes of:-
  - (a) encouraging efficient utilisation of capacity by each Voting ToP Shipper; and
  - (b) informing the exercise of Discretions in order to discourage Voting ToP Shippers from utilising capacity in a manner which may adversely affect the availability of capacity to other Voting ToP Shippers.

### 26.5.2 Role of Terminal Parameters

- 1) The ToP Agreement sets out the Terminal Parameters applicable at the time a Voting ToP Shipper enters into its ToP Agreement.
- 2) Terminal Parameters will be reviewed and set by WICET in conjunction with the periodic review of Nominal Capacity under Clause 5.3(a) of the ToP Agreement.
- 3) Terminal Parameters will be set by WICET having regard to:-
  - (a) The operating parameters assumed in the Terminal design,
  - (b) Coal chain system common operating parameters,
  - (c) Operating performance of the Terminal,
  - (d) Planned operating performance of the Terminal,
  - (e) Such other matters as WICET considers appropriate under the Access Policy.
- 4) If a review of Nominal Capacity results in a decision by WICET to increase Nominal Capacity, the increased capacity may be made available by WICET under the Access Policy as Unallocated Long Term Capacity or Surplus Capacity. If the review results in a decrease in Nominal Capacity below the Aggregate Capped Annual Tonnage, then (subject to rights of ToP Shippers who are Reserved Capacity Producers), the shortfall will be apportioned between ToP Shippers in the manner provided by the Access Policy and the ToP Agreement and Time Allocations adjusted accordingly to reflect their respective Capacity Entitlement Tonnages.<sup>1</sup>

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<sup>1</sup> This is a summary of, not a substitute for, the applicable provisions of the Access Policy.

## 26.5.3 Role of User Performance Parameters

- 1) User Performance Parameters reflect operations of Voting ToP Shippers which interface with the Terminal and through which Voting ToP Shippers are able to influence their Capacity Usage (for example, through the way in which they contract and manage their rail haulage operations and their shipping mix).
- 2) User Performance Parameters are set having regard to the requirements of Rules 9 to 12 below and with the objectives of:-
  - (a) Alignment with prevailing Terminal Parameters and associated coal chain system common operating parameters,
  - (b) Encouraging efficient utilisation by each Voting ToP Shipper of its Capacity Entitlement Tonnage, and
  - (c) Optimising the efficient aggregate utilisation of Terminal capacity so that each Voting ToP Shipper is able to ship its Capped Annual Tonnage and Nominal Capacity is maximised.
- 3) A Voting ToP Shipper's User Performance Parameters may be reviewed and varied from time to time by WICET (after consultation with the Voting ToP Shipper) in conjunction with the periodic review of Nominal Capacity under Clause 5.3(a) of the ToP Agreement.
- 4) Each Voting ToP Shipper will be consulted about and notified of its initial User Performance Parameters before it enters into its ToP Agreement.
- 5) User Performance Parameters have the following characteristics:-

ATTRIBUTABLE	Variances in performance able to be substantially attributable to discretions exercised by the Voting ToP Shipper
MEASURABLE	Easily measurable and able to be segregated by Voting ToP Shipper on a regular and reliable basis
MATERIAL	The parameters selected are to include only those where the impact on Terminal throughput is likely to be material
SIMPLE	The description, measurement and impact on throughput capacity should be as simple as possible to encourage clear communication and understanding and to minimise the potential for unintended consequences

- 6) The initial User Performance Parameters are considered by WICET when setting the Voting ToP Shipper's Capped Annual Tonnage. Once set under the ToP Agreement, the nominal amount of the Capped Annual Tonnage is fixed for the duration of the ToP Agreement (subject to permitted transfers of all or part of a Shipper's Capacity Entitlement and application of the use it or lose it rules under the Access Policy).

## 26.5.4 Time based assessment of Capacity Usage

- 1) Capacity Usage by each Voting ToP Shipper will be measured by reference to the time available to the Voting ToP Shipper at the rail inloader and at the berth which is implicit in the determination of Nominal Capacity and the Voting ToP Shipper's Capped Annual Tonnage.
- 2) The total inloading time and berth time allocated for utilisation of the rail inloader and the berth by each Voting ToP Shipper are specified by WICET (in conjunction with the notification of each Voting ToP Shipper's User Performance Parameters) as its Inloader Allocation and Berth Allocation respectively.
- 3) The allocated time in respect of a Utilisation Period for a Voting ToP Shipper will be the specified Inloader Allocation and Berth Allocation respectively for that Voting ToP Shipper, divided by 4.
- 4) WICET will, in consultation with Voting ToP Shippers, maintain and operate transparent and equitable systems and processes to measure and report actual performance by a Voting ToP Shipper against its Inloader Allocation and Berth Allocation.
- 5) Measurement of actual performance by a Voting ToP Shipper against its Inloader Allocation and Berth Allocation will disregard Terminal breakdowns and unplanned Terminal maintenance not already factored into the determination of the Inloader Allocation and/or Berth Allocation.
- 6) Inloader Allocations and Berth Allocations may be reviewed by WICET in consultation with each Voting ToP Shipper, in conjunction with a review of Nominal Capacity, after commissioning and ramp up of a Stage having regard to actual Terminal performance.

## 26.5.5 Assessment of Capacity Usage

- 1) The Capacity Usage of each Voting ToP Shipper will be assessed in each Utilisation Period by reference to its Inloader Allocation and its Berth Allocation.
- 2) The total Inloading Time and total Berth Time consumed by a Voting ToP Shipper at the rail inloader and at the berth respectively may not exceed its Inloader Allocation or its Berth Allocation for a Utilisation Period except as provided by these Rules.
- 3) In utilising their Inloader Allocation and Berth Allocation, Voting ToP Shippers are expected to comply with the Terminal Rules, including the requirement to ensure a reasonably constant rate of delivery of coal to the Terminal is maintained and that shipping from the Terminal is on a reasonably regular basis.
- 4) In the case of co-shipping, the applicable Time Allocations of the co-shipping Voting ToP Shippers will be apportioned relative to tonnage unless otherwise agreed between WICET and the co-shipping Voting ToP Shippers.

## 26.5.6 Requests for additional allocated time

- 1) A Voting ToP Shipper may roll forward tonnage from a Utilisation Period in accordance with its ToP Agreement if it has consumed all of its Inloader Allocation and/or Berth Allocation for that Utilisation Period provided WICET has, in the exercise of a Discretion under paragraph 24 below, permitted the roll forward in accordance with its ToP Agreement. If WICET needs to scale back requests to roll forward tonnage which meet the requirements of the ToP Agreement from two or more Voting ToP Shippers:-
  - (a) it will consider whether and to what extent those Voting ToP Shippers consumed their Inloader Allocations and Berth Allocations for the Utilisation Period; and
  - (b) priority to roll forward tonnage and hence to receive additional time allocations for the following Utilisation Period will be given to those Voting ToP Shippers who have not used all their Time Allocations for the Utilisation Period and who are seeking to roll forward tonnage to load a single ship in the following Utilisation Period provided that the ship had a Laycan in the last month of the Utilisation Period for which tonnage is sought to be rolled forward.
- 2) Where a Voting ToP Shipper seeks access to additional capacity in a Utilisation Period (involving Inloading Time or Berth Time in excess of its Inloader Allocation or Berth Allocation), or applies to roll forward tonnage under its ToP Agreement to the next Utilisation Period, WICET will exercise a Discretion to allow access to the additional inloading time or berth time or the roll forward (as the case may be) provided it is satisfied that allowing the access or roll forward would not:-
  - (a) restrict the availability of the Inloader Allocations and Berth Allocations of other Voting ToP Shippers, and
  - (b) otherwise have an adverse effect on utilisation of the Terminal by other Voting ToP Shippers.

## 26.5.7 Utilisation improvements

- 1) A Voting ToP Shipper may notify WICET of its intention to modify its rail or shipping operations in order to improve the utilisation of its Inloader Allocation and/or Berth Allocation.
- 2) WICET will accept the modification provided it is satisfied (acting reasonably) that the variation:-
  - (a) is sustainable; and
  - (b) will not restrict the availability of the Inloader Allocations and Berth Allocations of other Voting ToP Shippers; and
  - (c) will not otherwise have an adverse effect on utilisation of the Terminal by other Voting ToP Shippers.

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- 3) The Voting ToP Shipper's User Performance Parameters may be varied to the extent appropriate to reflect the modified operations.
- 4) The Voting ToP Shipper's Inloader Allocation and Berth Allocation will not change by reason only of the modified operations.<sup>2</sup>

## 26.5.8 Review of Time Allocations

- 1) The Time Allocations of Voting ToP Shippers may be reviewed and adjusted by WICET in conjunction with the periodic review of Nominal Capacity under clause 5.3(a) of the ToP Agreement (including a review under Rule 18 above) taking into account:-
  - (a) any variation of the Terminal Parameters,
  - (b) any variations in User Performance Parameters,
  - (c) actual and planned operating performance of the Terminal,
  - (d) each Voting ToP Shipper being able to ship its Capped Annual Tonnage, and
  - (e) requirements of the Access Policy.
- 2) Time Allocations will be reviewed and adjusted on an equitable and transparent basis as between Voting ToP Shippers (having regard to the purposes and objectives of these Rules)<sup>3</sup> so as to reflect time available for a Relevant Activity implicit in the determination of Nominal Capacity and the Voting ToP Shippers' respective Capacity Entitlement Tonnages.

## 26.5.9 Payment obligations unaffected

Nothing in these Rules affects clause 7 (and associated provisions) of the ToP Agreement.

## 26.5.10 Variations to these Rules

These Rules may be varied or replaced by WICET after consultation with Voting ToP Shippers and subject to approval of the variation by Special Majority of Voting Shareholders (and any necessary approval by B Class Shareholders) in accordance with the Shareholders Agreement.

## 26.5.11 Approvals

Decisions to review and adjust Time Allocations are implicit in, and made as part of, decisions to review Nominal Capacity under Clause 5.3(a) of the ToP Agreement and therefore require the same level of approval under the Shareholders Agreement as decisions about Nominal Capacity.<sup>4</sup>

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<sup>2</sup> Time Allocations will be varied in conjunction with reviews of Nominal Capacity (see Rule 29).

<sup>3</sup> See Rules 2,5,8 and 29.

<sup>4</sup> Refer to Clause 8.12 and Schedule 7 Part B paragraph (f) of the Shareholders Agreement.



## 26.5.12 Definitions

Terms used in the ToP Agreement have the same meaning when used in these Rules. Certain terms used in these Rules are defined below.

Berth Allocation	The gross Berth Time (expressed in hours per annum) allocated for utilisation of the berth by each Voting ToP Shipper (and implicitly included in the determination of the Nominal Capacity of the Terminal and its Capped Annual Tonnage) as specified in its User Performance Parameters. The allocation in respect of a Utilisation Period will be the total time divided by 4.
Berth Time	The time that the ship is at the berth, from the time when the ship is first tied to the wharf until when the lines are let go.
Capacity Usage	The rate of throughput utilisation of a Voting ToP Shipper's Capacity Entitlement Tonnage.
Discretions	Discretions available to WICET under the ToP Agreement or the Terminal Rules including:- <ul style="list-style-type: none"><li>• to permit roll-forward of capacity to a later Utilisation Period</li><li>• to accept vessel nominations for excess capacity</li><li>• generally with respect to acceptance of vessel nominations and receipt of trains.</li></ul>
Inloading Time	The time from when a train leaves the pre-holding facility until it clears the balloon loop (post dumping) to a point when a subsequent train could leave the pre-holding facility.
Inloader Allocation	The gross Inloading Time (expressed in hours per annum) allocated for utilisation of the rail inloader by the Voting ToP Shipper (and implicitly included in the determination of the Nominal Capacity of the Terminal and its Capped Annual Tonnage) as specified in its User Performance Parameters. The allocation in respect of a Utilisation Period will be the total time divided by 4.
ToP Agreement	In respect of a Voting ToP Shipper, its Take or Pay Agreement with WICET.