

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

---

## **Port Botany Landside Operations**

Mandatory standards under Part 3 of the Ports and Maritime Administration Regulation 2012

---

## Contents

	Page
Part A - INTRODUCTION	
1 Background	5
2 Commencement	5
3 Changing the mandatory standards	5
4 Application of this document	5
5 Overview	5
6 Dictionary and interpretation	6
Part B - CARRIER MANDATORY STANDARDS	
7 Trucks must use In Gates and Out Gates	7
8 Carrier must not cancel a Booking within 24 hours	7
9 Carrier Booking and Listing	7
10 Truck Identification Information	8
11 Stevedore Impacted Trucks	8
12 Other circumstances in which Financial Penalties for failure to comply with Carrier mandatory standards are reduced	10
12.1 Unforeseen Events	10
12.2 Truck arrives to fulfil two or more Bookings in the same Time Zone for different Carriers	10
12.3 Early Arrivals	10
12.4 Cancellation of Bookings <a href="#">(Import Cargo)</a>	11
12.5 Cancellation of Bookings <a href="#">(Export Cargo)</a>	11
PART C: STEVEDORE MANDATORY STANDARDS	12
13 Truck Services	12
14 Cancellation of Bookings and Time Zones	12
14.1 Minimum Period of Time Zone	12
14.2 Cancellation of Bookings	12
14.3 Stevedore must make certain cancelled Slots available	13

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

14.4	Cancellation of Time Zones	13
14.5	Stevedore must make alternative Slots available in a similar Time Zone	14
15	Slots	14
15.1	Minimum Number of Slots per Hour	14
15.2	Slot Bookings	15
15.3	Manifesting across multiple Time Zones	16
15.4	Financial Penalties reduced for certain Slots	16
16	Other circumstances in which Financial Penalties for failure to comply with Stevedore mandatory standards are reduced	18
16.1	Unforeseen Events	18
16.2	Reduction of number of Slots offered per Hour	19
16.3	Failure by a Carrier to provide information to TfNSW	19
16.4	Failure by a Carrier to provide information to the Stevedore	20
16.5	Change of availability of Vessel	20
	<b>PART D: REGULATION OF CHARGES</b>	<b>21</b>
17	Storage	21
18	Charging for matters addressed by mandatory standards	22
19	Introducing new charges or increasing existing charges	22
	<b>PART E: DETERMINING CERTAIN MATTERS FOR THESE MANDATORY STANDARDS</b>	<b>24</b>
20	Determining the Service Line	24
21	Determining when a Truck Arrives	24
22	Determining when a Truck joins, or fails to join, a Service Line	24
23	Determining the extended arrival period	24
24	Determining the Truck Turnaround Time	24
25	Determining the Minimum Number of Slots	25

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

26	Determining matters relating to Truck Trips	25
	26.1 Determining when a Truck Trip has been completed	25
	26.2 Back-to-back Bookings at different Terminals	25
	26.3 Trucks that are manifest in respect of two or more Bookings in the same Time Zone at same Terminal	25
	26.4 Trucks that are manifest in respect of two or more Bookings in adjacent Time Zones at same Terminal	26
27	Determining whether Job Completion is achieved	26
	<b>PART F: RECORDS AND INFORMATION</b>	27
28	Records and data to be collected, created and retained by a Stevedore	27
29	Records, data and other information to be provided to TfNSW	27
30	Stevedores must take steps to protect loss of or corruption to data and records	28
31	Stevedores to notify location of each In Gate and Out Gate	28
32	Carriers to provide information to TfNSW	28
	<b>PART G: INVOICING OF FINANCIAL PENALTIES</b>	30
33	Stevedore Invoicing of Financial Penalties	30
	33.1 Invoicing for Financial Penalties payable by a Carrier	30
34	Stevedore self-invoicing	30
	34.1 Invoicing for Financial Penalties payable by a Stevedore	30
35	Billing cycle	31
36	Reliance on data and records of Stevedores	31
37	Copies of invoices to be provided to TfNSW	32
38	Invoicing Related Entities	33
39	Invoicing Disputes	33

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

Schedule 1 — Dictionary	34
Schedule 2 — Service Line	43
Schedule 3 — Truck Turnaround Time	44
Schedule 4 — Records and Data Requirements	45
Schedule 5 — Incident Report - Clause 16.1(d)	49

DRAFT

---

## **PART A: INTRODUCTION**

---

### **1 Background**

- (a) This document comprises the mandatory standards set by the Minister under the authority of Part 3 of the Ports and Maritime Administration Regulation 2012.
- (b) This document also contains directions given by the Minister under the authority of Part 3 of the Ports and Maritime Administration Regulation 2012.

Note: Pursuant to clause 22(2) of the Regulation the Minister may give a direction which is of general application to all Stevedores or all Carriers (or both) by including the direction in these mandatory standards.

---

### **2 Commencement**

These mandatory standards take effect from the day this document is published in the Gazette.

---

### **3 Changing the mandatory standards**

These mandatory standards may be varied from time to time in accordance with the Regulation.

Note: Clause 21 of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards.

---

### **4 Application of this document**

- (a) These mandatory standards apply to each of the following persons:
  - (i) Carriers (but not Rail Carriers); and
  - (ii) Stevedores; and
  - (iii) VBS Service Providers,in respect of their operations conducted at or in connection with Port Botany.
- (b) For clarity, these mandatory standards do not apply to any of these persons in respect of their operations other than their operations conducted at or in connection with Port Botany.

---

### **5 Overview**

This document is divided into the following parts:

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (a) Part A: Introduction, which among other things provides the background and introduction to the document.
- (b) Part B: Carrier Mandatory Standards which sets mandatory standards regarding Carrier performance in respect of access by their Trucks to the land-based facilities and services at the Terminals at Port Botany.
- (c) Part C: Stevedore Mandatory Standards which sets mandatory standards which apply to Stevedores in respect of the operation and provision of land-based facilities and services at their Terminals at Port Botany.
- (d) Part D: Regulation of Charges, which regulates the extent to which a Stevedore may impose certain charges, including by increasing certain charges, in relation to the operation or provision of land-based facilities and services at its Terminal.
- (e) Part E: Determining Certain Matters for the Purposes of the Mandatory Standards, which prescribes the manner in which various matters will be determined for the purposes of these mandatory standards.
- (f) Part F: Records and Information, which contains directions to Stevedores regarding the keeping of records and the provision of information by Stevedores and Carriers pursuant to clause 39 of the Regulation.
- (g) Part G: Invoicing of Financial Penalties, which prescribes certain matters with respect to the invoicing of Financial Penalties payable under the Regulation for the purpose of clause 39 of the Regulation.

---

## 6 Dictionary and interpretation

- (a) A term or expression starting with a capital letter that is defined in Schedule 1 (the **Dictionary**), has the meaning given to it in the Dictionary.
- (b) The interpretation rule in the Dictionary sets out rules of interpretation for this document.

---

## **PART B: CARRIER MANDATORY STANDARDS**

---

### **7 Trucks must use In Gates and Out Gates**

A Carrier must ensure that all of its Trucks:

- (a) only enter a Terminal at Port Botany by joining the Service Line for entry into that Terminal and by passing through an In Gate for that Terminal; and
- (b) only exit a Terminal at Port Botany by passing through an Out Gate for that Terminal; and
- (c) do not enter or exit a Terminal at Port Botany by any means other than as set out in clauses 7(a) and 7(b).

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 27(1)(a) of the Regulation.

Note 2: Clause 27(1)(a) of the Regulation prescribes that a Stevedore who permits a truck to enter or exit from the stevedore's terminal in contravention of the gate requirements for truck servicing is guilty of an offence. The maximum penalty is 50 penalty units.

Note 3: Clause 27(1)(a) of the Regulation prescribes that a Carrier who permits a truck operated by the carrier to enter or exit from the stevedore's terminal in contravention of the gate requirements for truck servicing is guilty of an offence. The maximum penalty is 50 penalty units.

---

### **8 Carrier must not cancel a Booking within 24 hours**

A Carrier must not cancel a Booking for a Slot less than 24 hours prior to the commencement of the Time Zone in which that Booking occurs.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 29(1) of the Regulation.

Note 2: Under clause 14.3 a Stevedore must immediately make a cancelled Slot available to all Carriers for Booking.

Note 3: If a Carrier cancels a Booking after the commencement of the Time Zone in which that Booking occurs the Carrier will fail to comply with the mandatory standard relating to the arrival of Trucks in clause 30(1) of the Regulation.

Note 4: Clauses 29(4) and 29(5) of the Regulation prescribe Financial Penalties which are recoverable by the Stevedores in respect of the cancellation of a Booking by a Carrier.

---

### **9 Carrier Booking and Listing**

- (a) A Carrier must ensure that it and its Related Entities, together, use no more than one log-in code to make Bookings through a Stevedore's VBS.
- (b) A Carrier must not cancel a Booking for a Slot other than by Listing that Booking.



## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (c) A Booking for a Slot that is Listed is not a cancelled Booking unless:
- (i) the Carrier Listed the Booking within 12 hours prior to the commencement of the Time Zone in which the Booking occurs; or
  - (ii) the Carrier Listed the Booking within 24 hours and not less than 12 hours prior to the commencement of the Time Zone in which the Booking occurs and, before the commencement of that Time Zone, that Slot is not Booked again by the Carrier or is not Booked by another Carrier.

For the avoidance of doubt, a Carrier who changes the details of the Truck Identification Number and/or driver details for a booking ten minutes or more prior to entry to the Terminal is not deemed to have Listed the Booking.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 23(1) of the Regulation

---

## 10 Truck Identification Information

(a) A Carrier must provide to the relevant Stevedore, by using that Stevedore's VBS, the Truck Identification Number of the Truck and the identity of the driver of the Truck that will complete a Truck Trip in respect of a Booking at that Stevedore's Terminal no later than ten minutes before the truck Arrives at that Stevedore's Terminal.

~~(a)(b)~~ To avoid doubt the provision of information by a Carrier to a Stevedore's VBS under paragraph (a) of this clause is deemed to be provision of the information at the same time to the Stevedore.

~~A Carrier must not make a Booking which specifies the Truck Identification Number for a Truck that will complete a Truck Trip in respect of that Booking unless an RFID Tag has been fitted to that Truck.~~

~~(b)(c)~~ A Carrier must ensure the Truck Displays a Legible Number-Plate to facilitate the use of Automated Number Plate Recognition (ANPR) technology.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 23(1) of the Regulation.

Note 2: If a Carrier fails to comply with this mandatory standard, any financial penalty payable to it by a Stevedore in respect of that Booking will be reduced to \$0 under clause 16.4.

Note 3: The Truck Identification Number of Trucks entering a Terminal must also be provided to TfNSW in accordance with clause 32(c).

---

## 11 Stevedore Impacted Trucks

- (a) If a Carrier's Truck:
- (i) Arrives at a Stevedore's Terminal for a Slot after the end of the Time Zone for that Slot; and
  - (ii) that Truck is a Stevedore Impacted Truck in respect of the Booking for that Slot,
- then:
- (iii) the relevant Stevedore must not deny the Truck entry into that Stevedore's

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- Terminal on the basis that the Truck has Arrived late at the Terminal; and
- (iv) any Financial Penalty required to be paid by the Carrier to the Stevedore in respect of that Truck on the basis that the Truck has Arrived late at the Terminal is reduced to \$0; and
  - (v) TTT commences in respect of that Truck at the time that it Arrives at the relevant Stevedore's Terminal.
- (b) For the purposes of this document, a Carrier's Truck (the **Affected Truck**) is a Stevedore Impacted Truck in respect of a Booking for a Slot (the **Affected Slot**) at a Stevedore's Terminal (the **affected Stevedore**) if the Affected Truck Arrives for the Affected Slot after the end of the Time Zone for that Slot, and either:
- (i) **(Weekday Period)** all of the following conditions are satisfied:
    - (A) the Affected Slot commences during a Weekday Period; and
    - (B) the Affected Truck Arrives at the affected Stevedore's Terminal for one or more earlier Slots:
      - (1) which commenced during the same Weekday Period as the Affected Slot; and
      - (2) in respect of which the affected Stevedore fails to perform the Truck Services within the Truck Turnaround Time;
    - (C) between the last to occur of the Slots referred to in clause 11(b)(i)(B) and the Affected Slot, the Affected Truck has been unable to Arrive for a Slot at the Stevedore's Terminal before the end of the applicable Time Zone for that Slot; and
    - (D) the length of time between the end of the Time Zone of the affected Slot and the time that the affected Truck Arrives at the affected Stevedore's Terminal for the Affected Slot is less than or equal to the aggregate amount of time in excess of the Truck Turnaround Time that it takes for the affected Stevedore to perform the Truck Services in respect of the Slots referred to in clause 11(b)(i)(B); or
  - (ii) **(Weekend Period)** all of the following conditions are satisfied:
    - (A) the Affected Slot commences during a Weekend Period; and
    - (B) the Affected Truck Arrives at the affected Stevedore's Terminal for one or more earlier Slots:
      - (1) which occurred in any of the 12 consecutive Time Zones immediately prior to the Time Zone in which the Affected Slot occurs; and
      - (2) in respect of which the affected Stevedore fails to perform the Truck Services within the Truck Turnaround Time;
    - (C) between the last to occur of the Slots referred to in clause 11(b)(ii)(B) and the Affected Slot, the Affected Truck has been unable to Arrive for a Slot at the Stevedore's Terminal before the end of the applicable Time Zone for that Slot; and
    - (D) the length of time between the end of the Time Zone of the Affected

Slot and the time that the Affected Truck Arrives at the affected Stevedore's Terminal for the affected Slot is less than or equal to the aggregate amount of time in excess of the Truck Turnaround Time that it takes for the affected Stevedore to perform the Truck Services in respect of the Slots referred to in clause 11(b)(ii)(B).

Note: The matters prescribed in this clause are matters prescribed pursuant to clauses 33(6) and 37(3) of the Regulation.

---

## **12 Other circumstances in which Financial Penalties for failure to comply with Carrier mandatory standards are reduced**

### **12.1 Unforeseen Events**

Any Financial Penalty that is payable by a Carrier for a failure to comply with a mandatory standard is reduced to \$0 in the following circumstance:

- (a) the Carrier is unable to comply with that mandatory standard because of an Unforeseen Event; and
- (b) the Carrier provides ~~detailed particulars~~ **Detailed Particulars** of the Unforeseen Event in writing to TfNSW by email and through the TfNSW website no later than 24 hours after it occurs.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

### **12.2 Truck arrives to fulfil two or more Bookings in the same Time Zone for different Carriers**

Any Financial Penalty that is payable by a Carrier for a failure to comply with the mandatory standard in clause 30(1) of the Regulation is reduced to \$0 in the following circumstance:

- (a) the Carrier's Truck Arrives at a Terminal at Port Botany and is manifest in respect of two or more Bookings in the same Time Zone;
- (b) the Bookings were made by different Carriers (including, for example, where the Truck has Arrived at a Terminal to unload a Container on behalf of one Carrier and load another Container on behalf of another Carrier); and
- (c) the Carrier's Booking was not the first of those Bookings to be manifested.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

### **12.3 Early Arrivals**

Any Financial Penalty that is payable by a Carrier for a failure to comply with the mandatory standard in clause 30(1) of the Regulation is reduced to \$0 in either of the following circumstance:

- (a) at the time the Carrier's Truck Arrives at the relevant Terminal a designated Truck Marshalling Area is not available for early arriving Trucks; or
- (b) at the time the Carrier's Truck Arrives at the relevant Terminal the Truck is accepted by the relevant Stevedore notwithstanding its Early Arrival.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

Note 2: If a Stevedore accepts an early arriving Truck into its Terminal then, for the purposes of clause 13, TTT applies in respect of that Truck from commencement of the relevant Time Zone and not from when that Truck Arrives at that Stevedore's Terminal.

### **12.4 Cancellation of Bookings (Import cargo)**

Any Financial Penalty that is payable by a Carrier for a failure to comply with clause 29(5), clause 30(2) and clause 31 of the Regulation is reduced to \$0 in the following circumstance:

- (a) the Stevedore notifies the Carrier that a Vessel is available;
- (b) the Carrier makes a Booking in respect of a Container from that Vessel; and
- (c) the Stevedore subsequently notifies the Carrier that the Vessel is no longer available for the Time Zone in which the Booking occurs.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

### **12.5 Cancellation of Bookings (Export cargo)**

Any Financial Penalty that is payable by a Carrier for a failure to comply with clause 29(5), clause 30(2) and clause 31 of the Regulation is reduced to \$0 in the following circumstance:

- (a) the Stevedore notifies the Carrier that export cargo may be delivered for an Export Vessel;
- (b) the Carrier makes a Booking in respect of a Container for an Export Vessel; and
- (c) the Stevedore subsequently notifies the Carrier that export cargo for an Export Vessel may no longer be delivered for the Time Zone in which the Booking occurs.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

---

## **PART C: STEVEDORE MANDATORY STANDARDS**

---

### **13 Truck Services**

- (a) For each Truck that Arrives at a Stevedore's Terminal pursuant to a Booking and for the purpose of receiving Truck Services a Stevedore must perform the Truck Services in full within the applicable Truck Turnaround Time.
- (b) For each Truck that Arrives at a Stevedore's Terminal pursuant to a Booking and for the purpose of receiving Truck Services and that Truck Arrives after the end of the Time Zone but before the end of the Extended Arrival period, a Stevedore must perform the truck Services in full, unless that Extended Arrival Period occurs concurrently with a Stevedore's shift that is not manned for truck servicing.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clauses 30(3) and 32(1) of the Regulation.

Note 2: For the purposes of these mandatory standards, if a Stevedore fails to perform Truck Services in respect of which a Booking for a Slot has been made then that Stevedore will fail to comply with the mandatory standard prescribed by this clause unless the reason for that failure is due to the Carrier's failure to comply with clause 31(1) of the Regulation.

---

### **14 Cancellation of Bookings and Time Zones**

#### **14.1 Minimum Period of Time Zone**

A Stevedore must not prescribe a Time Zone which is less than 60 minutes.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 24(1) of the Regulation.

#### **14.2 Cancellation of Bookings**

- (a) A Stevedore must not cancel a Booking for a Slot or Slots unless:
  - (i) that Booking has been cancelled because the Stevedore has cancelled the entire Time Zone in which that Booking occurs in accordance with this clause 14; or
  - (ii) that Booking has been cancelled because the Carrier has failed to specify the relevant container number or the details of the Vessel (as applicable) in accordance with clause 14.2(b); or
  - (iii) that Booking has not been made by or at the request of a Carrier; or
  - (iv) it has received the prior approval of TfNSW.
- (b) A Stevedore must cancel a Booking for a Slot or Slots if a Carrier fails to specify:

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (i) in the case of a Booking in respect of an Import Container, the relevant Container number; or
- (ii) in the case of a Booking in respect of an Export Container, the details of the Vessel carrying the Container departing from Port Botany that is open for receipt;

no earlier than four hours and no later than four and one half hours within the timeframe notified on the TfNSW website after the Booking was made for that Slot or Slots.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 34(1) of the Regulation.

Note 2: A Booking which is cancelled by a Stevedore under this clause must be made available to all Carriers for booking under clause 14.3

### **14.3 Stevedore must make certain cancelled Slots available**

If:

- (a) a Carrier cancels a Booking for a Slot at a Terminal; or
- (b) a Stevedore cancels a Booking for a Slot at a Terminal in accordance with clause 14.2(b) because of the Carrier's failure to specify the Container number or the details of the Vessel (as applicable);

then the relevant Stevedore must:

- (c) immediately make the cancelled Slot available to all Carriers for Booking; and
- (d) accept a Booking for that cancelled Slot before accepting a Booking for any other Slot which occurs in the same Time Zone as the cancelled Slot.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 29(1) of the Regulation.

### **14.4 Cancellation of Time Zones**

- (a) A Stevedore must not cancel an entire Time Zone unless it is due to an Unforeseen Event or is necessary to do so to address reasonable concerns regarding the safety of a person or persons.
- (b) A Stevedore must give notice of the cancellation of an entire Time Zone to the following persons prior to the commencement of that Time Zone or, if that is not possible, as soon as possible after the commencement of that Time Zone to:
  - (i) TfNSW;
  - (ii) every Carrier affected by the cancellation of the entire Time Zone; and
  - (iii) every VBS Service Provider.
- (c) A notice given under clause 14.4(b) must provide detailed particulars of the detailed reasons for cancelling the entire Time Zone.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 35(1) of the Regulation.

#### **14.5 Stevedore must make alternative Slots available in a similar Time Zone**

Where, under the Regulation or these Mandatory Standards, a Stevedore is required to offer an alternative Slot for Booking by a Carrier, the alternative Slot must be in the same Time Zone or in a Time Zone on either side of that Time Zone, or at a time agreed with the Carrier within the time period specified by the Regulation.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 23(1) of the Regulation.

---

## **15 Slots**

### **15.1 Minimum Number of Slots per Hour**

- (a) Each Stevedore must make available no less than the Minimum Number of Slots each Hour, 24 hours a day, in respect of which all Carriers can make Bookings.
- (b) Stevedores may, but are not required to, make available the Minimum Number of Slots each day by allocation of approximately 50% of the total number of Slots for Booking by Large Carriers and approximately 50% of the total number of Slots for Booking by Small Carriers.
- (c) In making available the Minimum Number of Slots under clause 15.1(a), each Stevedore must allocate and make available:
  - (i) Slots for Booking for Import Containers or for Export Containers unless for a Weekend Period where the Slots may be unspecified; and
  - (ii) Slots for Booking as Export Containers no sooner than 15 minutes after slots for Booking as Import Containers are made available.
- (d) TfNSW approval is required for the Stevedores determination of the division of the Minimum Number of Slots for booking as import Containers and Export Containers under clause 15.1(c).
- (e) A Stevedore (and only a Stevedore) may change the classification of a Slot at any time if the Carrier who makes a Booking in respect of that Slot requests the Stevedore to change the classification.
- (f) A Stevedore (and, if applicable its VBS Service Provider) must not allow Carriers to swap their own Bookings for Import Containers and Export Containers between Time Zones and then List either or both of those swapped Bookings.
- (g) Notwithstanding anything in these mandatory standards, a Stevedore may elect to make available more than the Minimum Number of Slots within each Hour in respect of which Carriers can make Bookings, however, for the avoidance of doubt, the Stevedore must comply with these mandatory standards in respect of the additional Slots which are made available.
- (h) A Stevedore may reduce the Minimum Number of Slots available within one or more Time Zones as follows:
  - (i) where the affected Time Zones occur (either wholly or partially) during the period from the commencement of the Stevedore's Midnight Shift on a Weekday or Public Holiday that is not a Friday (Relevant Day) until the commencement of the Stevedore's Midnight Shift for the following



Weekday, by giving notice to TfNSW in accordance with clause 15.1(i) by no later than 10:00am on the Relevant Day; and

- (ii) where the affected Time Zones occur during the period from the Stevedore's Midnight Shift on a Friday until commencement of the Stevedore's first Morning Shift following the Weekend Period, by giving notice to TfNSW in accordance with clause 15.1(i) by no later than 10:00am on that Friday; and
- (iii) where the Stevedore has given notice to TfNSW in accordance with clause 15.1(i) and has received the prior written approval of TfNSW to the proposed reduction in the Minimum Number of Slots,

provided that any Slots that have been Booked in any affected Time Zones are not cancelled other than in accordance with these Mandatory Standards.

- (i) A notification to be given under clause 15.1(h) must include ~~detailed particulars~~ details of the reduction in Slots and be provided by email to TfNSW and through the TfNSW website.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 25(1) of the Regulation.

Note 2: If a Slot is made available by a Stevedore to accommodate the movement of an Off-Site Examination Container that Slot is not included in the Minimum Number of Slots required to be made available by that Stevedore under this clause and must be made available in addition to such Minimum Number of Slots.

Note 3: A Stevedore must provide a list setting out the details of Large Carriers and Small Carriers to TfNSW under clause 29(c) of these mandatory standards.

## **15.2 Slot Bookings**

- (a) The Minimum Number of Slots to be made available by a Stevedore each Hour must be made available by that Stevedore for Bookings at least 2 Working Days prior to the commencement of that Hour unless it has received the prior approval of TfNSW to make one or more of those Slots available for a period that is less than 2 Working Days prior to the commencement of that Hour.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 26(1) of the Regulation.

- (b) A Stevedore (and, if applicable, its VBS Service Provider) must not make a Booking, or accept a Booking, for a Container to be loaded or unloaded onto or from a Truck at that Stevedore's Terminal unless that Booking has been made through that Stevedore's VBS.
- (c) A Booking made through a Stevedore's VBS must contain the information that is required to be given by a Carrier to TfNSW in accordance with the direction in clause 32 of these mandatory standards.
- (d) Where a Stevedore (and, if applicable, its VBS Service Provider) receives notice from TfNSW that it has been unable to confirm that a log-in code which is used to make Bookings at that Stevedore's Terminal has been issued to a person that:
  - (i) is a bona fide Carrier; or
  - (ii) is complying with clause 9(a)



the Stevedore (and, if applicable, its VBS Service Provider) must not make a Booking, or accept a Booking, for a Container to be loaded or unloaded onto or from a Truck at that Stevedore's Terminal, which is made using that log-in code.

- (e) A Stevedore (and, if applicable, its VBS Service Provider) must allow a Carrier to specify, using the Stevedore's VBS, that Truck Servicing in respect of the Bookings referred to in clause 26.3 or clause 26.4 is to be performed as one Truck Trip.

Note 1 TfNSW will give notice to Stevedores that the required information has been received from a Carrier after the information has been received.

Note 2: The matters prescribed in this clause are mandatory standards for the purpose of clause 23(1) of the Regulation.

Note 3 TfNSW has established a process that must be followed before giving a notice of the kind referred to in clause 15.2(d) in respect of a log-in code. The process includes a review and unanimous acceptance by a working group of the Port Road Taskforce and its successors. The working group includes Road Freight NSW Container Division representation.

### **15.3 Manifesting across multiple Time Zones**

A Stevedore (and, if applicable, its VBS Service Provider) must allow Truck Trips to be manifest for multiple Bookings across up to two consecutive Time Zones where Bookings are held in each of those Time Zones and undertaken as a single Truck Trip in the earliest of those Time Zones.

Note: The matters prescribed in this clause are mandatory standards for the purposes of Clause 23 of the Regulation.

### **15.4 Financial Penalties reduced for certain Slots**

- (a) If a Container is Red Line Hazardous and
- (i) a Stevedore makes a Booking on a Carrier's behalf for a Slot that has been chosen by the Stevedore;
- then
- (ii) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot;
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot;
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (iii) without limiting clause 15.4(a)(ii), the Slot is not included in the Minimum Number of Slots required to be made available under clause 15.1 and must be made available in addition to such Minimum Number of Slots.

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

Note: The matters prescribed in this clause are mandatory standards for the purpose of clauses 37(3) and 25(1) of the Regulation.

- (b) If the Stevedore, acting reasonably and in good faith, considers that the relevant Container cannot be handled using standard equipment or standard practices employed by the Stevedore to handle Containers (**Out Of Gauge**), then:
- (i) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot; and
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot; and
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (ii) without limiting clause 15.4(b)(i), the Slot is not included in the Minimum Number of Slots required to be made available under clause 15.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clauses 37(3) and 25(1) of the Regulation.

- (c) If a Carrier makes a Booking for a Slot that is an Empty Bulk Stack Run Booking, then:
- (i) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot; and
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot; and
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (ii) without limiting clause 15.4(c)(i), the relevant Slots are not included in respect of the Minimum Number of Slots required to be made available under clause 15.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 37(3) and 25(1) of the Regulation.

- (d) If a Carrier makes a Booking for a Slot that is a Full Bulk Stack Run Booking, then:
- (i) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot; and
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot; and
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (ii) without limiting clause 15.4(d)(i), the relevant Slots are not included in respect of the Minimum Number of Slots required to be made available under clause 15.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 37(3) and 25(1) of the Regulation.

---

## **16 Other circumstances in which Financial Penalties for failure to comply with Stevedore mandatory standards are reduced**

### **16.1 Unforeseen Events**

Any Financial Penalty that is payable by a Stevedore for a failure to comply with a mandatory standard is reduced to \$0 in the following circumstances:

- (a) the Stevedore is unable to comply with a mandatory standard because of an Unforeseen Event; and
- (b) the Stevedore has cancelled one or more Time Zones because of the Unforeseen Event; and
- (c) the Stevedore provides ~~detailed particulars~~ Detailed Particulars of the Unforeseen Event to TfNSW by email and through the TfNSW website and by email to the relevant Carrier(s) no later than 60 minutes after it occurs; and
- (d) except where the incident the subject of the Unforeseen Event is a Significant Weather Event, the Stevedore provides an Incident Report to TfNSW by email and through the TfNSW website no later than 5 days after the occurrence of the Unforeseen Event; and
- (e) no later than 30 minutes after the Stevedore determines that it will be unable to comply with a mandatory standard due to the Unforeseen Event, the Stevedore informs Carriers and the driver of each Truck in the Service Line of the following:

- (i) the anticipated duration of the Unforeseen Event; and
- (ii) that Trucks may leave the Service Line; and
- (iii) whether the Stevedore (in its absolute discretion) will allow Trucks to remain in the Service Line to have all remaining parts of Truck Servicing completed.

Note: The matters prescribed in this clause are mandatory standards pursuant to clause 37(3) of the Regulation.

## **16.2 Reduction of number of Slots offered per Hour**

- (a) Any Financial Penalty that is payable by a Stevedore for a failure to comply with the mandatory standard in clause 15.1 in respect of the number of Slots to be made available by that Stevedore in one or more Hours is reduced to \$0 in the following circumstances:
  - (i) TfNSW approves a reduction in the Minimum Number of Slots to be made available by that Stevedore in each affected Hour; and
  - (ii) the Stevedore makes available no less than the reduced Minimum Number of Slots in each affected Hour in respect of which all Carriers can make Bookings; and
  - (iii) the Stevedore gives notice of the reduced number of Slots for each affected Hour to every Carrier within one hour after receiving the approval of TfNSW; and
  - (iv) TfNSW has not revoked its approval before the time that the failure occurs.

Note: For the purposes of clause 16.2(a)(iii) it will be sufficient for a Stevedore to give notice to Carriers using that Stevedore's VBS.

- (b) If TfNSW gives approval under clause 16.2(a) it may notify Carriers and any other person or class of persons (including the public at large) of the reduction in the number of Slots the Stevedore will make available in each affected Hour below the Minimum Number of Slots, by publishing such notice on the TfNSW website.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

Note 2: A Stevedore must make available the reduced Minimum Number of Slots in each affected Hour in accordance with all other applicable mandatory standards.

Note 3: Clause 14.4 applies if a Stevedore wishes to cancel an entire Time Zone.

Note 4: Under this clause, TfNSW may approve a reduction in the Minimum Number of Slots on a temporary or indefinite basis, including for a period or periods during which certain circumstances exist.

Note 5: For revocation by TfNSW of its approval, see clause 2(r) of Schedule 1.

## **16.3 Failure by a Carrier to provide information to TfNSW**

Any Financial Penalty that is payable by a Stevedore to a Carrier for a failure to comply with a mandatory standard is reduced to \$0 in circumstances where, at the time of the failure, the Carrier has not given TfNSW the information that is required to be given by that Carrier in accordance with the direction in clause 32.

Note: It is expected that TfNSW will give notice to Stevedores that the required information has been received from a Carrier after the information has been received.

#### **16.4 Failure by a Carrier to provide information to the Stevedore**

Any Financial Penalty that is payable by a Stevedore to a Carrier for a failure to comply with the mandatory standard in respect of a Booking is reduced to \$0 if the Carrier fails to comply with the Mandatory Standard under clause 10(a) or clause 10(b) in respect of that Booking.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation

#### **16.5 Change of availability of Vessel**

Any Financial Penalty that is payable by a Stevedore to a Carrier for a failure to comply with a mandatory standard in respect of a Booking is reduced to \$0 in the following circumstances:

- (a) the Stevedore notifies the Carrier that a Vessel would be available for a Booking of a Container to be collected or delivered from or for that Vessel; and
  - (i) the Carrier makes a Booking for the purpose of collecting or delivering that Container; and
  - (ii) the Vessel subsequently becomes unavailable to the Stevedore due to:
    - (A) the closure by Port Authority of NSW of Port Botany waterways; or
    - (B) the delay of the relevant Vessel arriving at Port Botany; and
    - (C) the Stevedore notifies the Carrier 4 hours or more prior to the commencement of the Time Zone in which the Booking is scheduled to occur that the Container is no longer available or that Vessel is no longer available to receive the Container;
  - (iii) the Vessel subsequently becomes unavailable to the Stevedore due to:
    - (A) the delay in the provision of services by the Stevedore to the relevant Vessel carrying the Container; and
    - (B) the Stevedore notifies the affected carrier 12 hours or more prior to the commencement of the Time Zone in which the Booking is scheduled to occur that the Container is no longer available.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

---

## **PART D: REGULATION OF CHARGES**

---

### **17 Storage**

- (a) A Stevedore must not require the payment of any charge in respect of:
- (i) the storage of an Import Container for a day that is not a Working Day; or
  - (ii) the storage of an Import Container for the first 3 Working Days after storage commences; or
  - (iii) storage of any Container that results from the cancellation of a Time Zone or Booking or Slot for an Unforeseen Event; or
  - (iv) subject to clause 17(b), storage of an Import Container that results from the cancellation by the Stevedore of a Time Zone or Booking in relation to a Slot Booked by the Carrier for the Import Container.
- (b) If, in the circumstance referred to in clause 17(a)(iv), a Carrier does not accept a replacement Booking offered by the Stevedore in accordance with clause 14.5, the Stevedore may require the payment of a charge by a Carrier for the storage of the Import Container for the period of storage that is after the last alternative Slot that could be offered for Booking under clause 14.5.
- (c) If:
- (i) a Container stored at a Stevedore's Terminal is required to be transported temporarily from the terminal for regulatory or other purposes not initiated by the owner or importer of the contents of that Container or any of their respective agents, employees, officers or representatives; and
  - (ii) that Container is not returned to the Stevedore's Terminal and available for collection at least 48 hours prior to the time that storage charges will commence to apply in respect of that Container; and
  - (iii) all information that is required for import clearance of the Container from the Stevedore's Terminal has been provided within the time that such information is required to be provided under applicable rules, regulations, procedures or other enforceable requirements,

then the Stevedore must not require the payment of any charge in respect of the storage of that Container for the day the Container is returned to the Stevedore's Terminal and for the next 2 Working Days after that day.

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 36(1) of the Regulation.

Note 2: Subject to clause 17(c), all movements of Off-Site Examination Containers are subject to the matters prescribed by this document.

---

## **18 Charging for matters addressed by mandatory standards**

A Stevedore must not and must ensure that its VBS Service Provider does not impose any charge on a Carrier in respect of:

- (a) the time that a Truck Arrives at the relevant Terminal for a Booking; or
- (b) the failure of a Truck to Arrive at the relevant Terminal for a Booking; or
- (c) the cancellation of a Booking, regardless of when the cancellation occurs, including any cancellations by a Carrier in circumstances where the cancellation related to:
  - (i) changed advice from the Stevedore on Container availability; or
  - (ii) the Listing process of the Stevedore's VBS.

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 36(1) of the Regulation.

Note 2: The Regulation prescribes Financial Penalties which, subject to the circumstances prescribed in these mandatory standards, are recoverable by Stevedores in respect of the above matters.

---

## **19 Introducing new charges or increasing existing charges**

- (a) A Stevedore must not, and must ensure that its VBS Service Provider does not:
  - (i) increase a charge that is required to be paid by any person in connection with the operation or provision of land-based facilities and services at the relevant Terminal as at the 3rd day of December 2010; or
  - (ii) require the payment of a charge by any person that was not as at the 3rd day of December 2010, required to be paid by a person in connection with the operation or provision of facilities and services at the relevant Terminal,for the purpose (even if not the sole or dominant purpose) of recovering all or any part of the cost of paying Financial Penalties under the Regulation which the Stevedore is required to pay to Carriers in accordance with this document.
- (b) If a Stevedore or its VBS Service Provider proposes to:
  - (i) increase any charge that is or may be required to be paid in connection with the operation or provision of land-based facilities and services at the relevant Terminal as at the 3rd day of December 2010; or
  - (ii) requires the payment of any charge that was not as at the 3rd day of December 2010 required to be paid in connection with the operation or provision of land-based facilities and services at the relevant Terminal,

the Stevedore must not do so, and must ensure that its VBS Service Provider does not do so, unless at least 60 days prior written notice of the increase (in the case of clause 19(b)(i)) or of the new charge (in the case of clause 19(b)(ii)) is given to TfNSW and that notice complies with clause 19(c).

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (c) A notice given under this clause 19(c) must provide detailed reasons, including all supporting information and data, for the increase (in the case of clause 19(b)(i)) or the new charge (in the case of clause 19(b)(ii)).
- (d) If TfNSW notifies a Stevedore that it requires information in addition to the information provided in a notice given by that Stevedore under clause 19(c) the Stevedore must comply with that notice.
- (e) If, before the expiry of the 60 day period referred to in clause 19(b), TfNSW notifies a Stevedore that it considers that the purpose (even if not the sole or dominant purpose) of a proposed increase (in the case of clause 19(b)(i)) or of a proposed new charge (in the case of clause 19(b)(ii)) is to recover all or any part of the cost of paying Financial Penalties under the Regulation which the Stevedore is required to pay to Carriers in accordance with this document, the Stevedore must not implement that increase (in the case of clause 19(b)(i)) or that charge (in the case of clause 19(b)(ii)).

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 36(1) of the Regulation

DRAFT



---

## **PART E: DETERMINING CERTAIN MATTERS FOR THESE MANDATORY STANDARDS**

---

### **20 Determining the Service Line**

For the purposes of these mandatory standards:

- (a) the Service Line for the DP World Terminal is identified in section 1 of Schedule 2;
- (b) the Service Line for the Patrick Terminal is identified in section 2 of Schedule 2.
- (c) the Service Line for the SICTL Terminal is identified in section 3 of Schedule 2.

---

### **21 Determining when a Truck Arrives**

For the purposes of these mandatory standards a Truck is deemed to have arrived for a Booking at a Terminal:

- (a) at the time when that Truck has entered that Terminal at Port Botany through an In Gate; or
- (b) at the time notified by TfNSW to the relevant Stevedore to be the time that that Truck arrived at that Terminal on the basis of data and information gathered by TfNSW, provided that time is not later than the time referred to in clause 21(a).

Note 1: The matters prescribed in this clause 21 are mandatory standards for the purpose of clause 30(3) of the Regulation

---

### **22 Determining when a Truck joins, or fails to join, a Service Line**

For the purposes of determining when a Truck joins or fails to join a Service Line under these mandatory standards, a Truck is deemed to have so joined or failed to join the Service Line at the time notified by TfNSW to the relevant Stevedore to be the time that that Truck has joined or failed to join the Service Line on the basis of data and information gathered by TfNSW.

---

### **23 Determining the extended arrival period**

The Extended Arrival Period is the period determined by TfNSW from time to time and notified by TfNSW on its website in accordance with clause 30(4) of the Regulation.

Note: The Extended Arrival Period is currently determined by TfNSW to be the period of 30 minutes.

---

### **24 Determining the Truck Turnaround Time**

For the purposes of these mandatory standards the Truck Turnaround Time (or TTT) for each Stevedore is the applicable timeframe determined in accordance with Schedule 3.

Note: Clause 32(2) of the Regulation prescribes that a financial penalty is payable by the Stevedore to the Carrier calculated at the rate of \$25 for every period of 15 minutes by which the Truck Turnaround Time is exceeded.

---

## **25 Determining the Minimum Number of Slots**

For the purposes of these mandatory standards the Minimum Number of Slots is 54.

Note: Clause 25(2) of the Regulation prescribes that a Stevedore who fails to make the Minimum Number of Slots available for Booking as required by the mandatory standards is guilty of an offence on each day that the failure occurs. The maximum penalty is 500 penalty units.

---

## **26 Determining matters relating to Truck Trips**

### **26.1 Determining when a Truck Trip has been completed**

For the purposes of these mandatory standards, a Truck Trip in connection with a Booking or Bookings is deemed to have been completed at the time determined by TfNSW to be the time a Truck trip was completed.

### **26.2 Back-to-back Bookings at different Terminals**

If a Carrier makes:

- (a) a Booking for a Container to be unloaded from or loaded onto a Truck at a Terminal at Port Botany (in this example, "Terminal A"); and
- (b) an additional Booking for another Container to be unloaded from or loaded onto the same Truck at any other Terminal at Port Botany (in this example, "Terminal B");

then for the purposes of these mandatory standards the relevant Truck is deemed to have made two Truck Trips (that is, one Truck Trip in respect of the Booking at "Terminal A" and one Truck Trip in respect of the Booking at "Terminal B").

### **26.3 Trucks that are manifest in respect of two or more Bookings in the same Time Zone at same Terminal**

If:

- (a) a Truck Arrives at a Terminal at Port Botany; and
- (b) that Truck is manifest in respect of two or more Bookings that occur in the same Time Zone at that Terminal (whether or not those Bookings are made by the same Carrier or different Carriers); and
- (c) ten minutes prior to the Truck entering the Stevedore's Terminal during that Time Zone, a Carrier specifies, using the relevant Stevedore's VBS, that Truck Servicing in respect of all those Bookings is to be performed as one Truck Trip,

then for the purposes of these mandatory standards the relevant Truck is deemed to have made one Truck Trip in connection with all such Bookings.

**26.4 Trucks that are manifest in respect of two or more Bookings in adjacent Time Zones at same Terminal**

If:

- (a) a Truck Arrives at a Terminal at Port Botany; and
- (b) that Truck is manifest in respect of two or more Bookings (whether or not those Bookings are made by the same Carrier or different Carriers), where:
  - (i) at least one of those Bookings occurs in a Time Zone (the Primary Time Zone); and
  - (ii) the remainder of those Bookings occurs in Time Zones that are immediately prior to, and/or immediately after, the Primary Time Zone; and
- (c) ten minutes prior to the Truck entering the Stevedore's Terminal during the earliest of those Time Zones, a Carrier specifies, using the relevant Stevedore's VBS, that Truck Servicing in respect of all those Bookings is to be performed as one Truck Trip; and
- (d) a Carrier has not specified that Truck Servicing in respect of any of those Bookings is to be performed as one Truck Trip with Bookings in any other Time Zone,

then for the purposes of these mandatory standards the relevant Truck is deemed to have made one Truck Trip in connection with all such Bookings.

---

**27 Determining whether Job Completion is achieved**

For the purposes of these mandatory standards a Stevedore will be deemed to have achieved Job Completion when:

- (a) the Stevedore has completed the Truck Services to be performed by it in respect of a Truck; and
- (b) the Stevedore's operating system records that Job Completion has occurred.

---

## **PART F: RECORDS AND INFORMATION**

---

### **28 Records and data to be collected, created and retained by a Stevedore**

Each Stevedore must create, collect and retain the records and data specified in sections 1 and 3 of Schedule 4 in an accessible and secure electronic form for a period of at least 7 years from the date of their creation.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 39(1) of the Regulation.

---

### **29 Records, data and other information to be provided to TfNSW**

- (a) Each Stevedore must provide to TfNSW the records and data specified in sections 2 and 4 of Schedule 4 in the format and at the times determined in accordance with this clause 29.
- (b) For the purposes of clause 29(a):
  - (i) the required format is CSV unless a different format is specified in Schedule 4; and
  - (ii) the data and records specified in sections 2 and 4 of Schedule 4 must be provided within the applicable time period specified in Schedule 4.
- (c) Each Stevedore must provide to TfNSW within 28 days after the end of each calendar year quarter:
  - (i) a list setting out the details of all Carriers:
    - (A) in descending order those who have completed the highest number of Bookings; and
    - (B) who collectively have completed Bookings in respect of half of the Minimum Number of Slots,  
during that calendar year quarter (also referred to by Stevedores as B class Carriers or other similar term) (Large Carriers); and
  - (ii) a list setting out the details of all Carriers who are not Large Carriers during that calendar year quarter (also referred to by Stevedores as A class Carriers or other similar term) (Small Carriers).
- (d) Each Stevedore must provide to TfNSW for its approval within 28 days after the end of each calendar year quarter details of the rules and/or parameters used by the Stevedore to determine whether a Carrier is categorised by it as a Large Carrier or a Small Carrier in respect of that calendar year quarter.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 39(1) of the Regulation.

---

### **30 Stevedores must take steps to protect loss of or corruption to data and records**

Each Stevedore must take all reasonable and prudent steps to ensure that the data and records that it is required to collect, create and retain under this document is protected from loss of or corruption to such data and records, including by creating back-up copies of such data and records where it would be reasonable and prudent to do so.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 39(1)(c) of the Regulation.

---

### **31 Stevedores to notify location of each In Gate and Out Gate**

- (a) Each Stevedore must notify TfNSW of:
- (i) the location of each In Gate for that Stevedore's Terminal; and
  - (ii) the location of each Out Gate for that Stevedore's Terminal.
- (b) If a Stevedore proposes to change the location of an In Gate or an Out Gate from that which has been notified to TfNSW it must give TfNSW at least 30 days prior notice of the new location of that In Gate or Out Gate (as the case may be).

Note: The matters prescribed by this clause constitute a direction to each Stevedore pursuant to clause 39(1) of the Regulation.

---

### **32 Carriers to provide information to TfNSW**

- (a) If a Carrier commences to operate Trucks at a Terminal for the first time, it must promptly provide to TfNSW the following details:
- (i) the Carrier's name and ABN; and
  - (ii) the Carrier codes or unique identification numbers that are used by or assigned to the Carrier in respect of each Stevedore; and
  - (iii) the Carrier's address for invoicing purposes; and
  - (iv) the name and contact details of the Carrier's first point of contact for queries or invoices; and
  - (v) the Truck Identification Number of each of the Carrier's Trucks; and
  - (vi) any other details notified by TfNSW as information that it requires in order to be able to develop and implement a solution for monitoring the movement of Trucks in and/or within the vicinity of Port Botany.
- (b) If there is any change to the information that a Carrier provides to TfNSW in accordance with clause 32(a), or if that information otherwise becomes inaccurate, incomplete or misleading in any way, that Carrier must notify TfNSW and provide such new information to TfNSW as is necessary to ensure that the information is not inaccurate, incomplete or misleading.

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (c) Each time that a Truck which is operated by (or on behalf of) a Carrier enters a Terminal through an In Gate to complete a Truck Trip in respect of a Booking, the Carrier must:
  - (i) provide to TfNSW the Truck Identification Number of that Truck; and
  - (ii) provide such information:
    - (A) at the time the Truck enters the Terminal; and
    - (B) by ensuring the Truck Displays a Legible Number Plate using an RFID-Tag which has been fitted to the Truck.

Note: The matters prescribed by this clause constitute a direction to each Carrier pursuant to clause 28(1) of the Regulation.

DRAFT

---

## **PART G: INVOICING OF FINANCIAL PENALTIES**

---

### **33 Stevedore Invoicing of Financial Penalties**

#### **33.1 Invoicing for Financial Penalties payable by a Carrier**

- (a) A Stevedore must ensure that each invoice that it issues to a Carrier for payment of Financial Penalties:
  - (i) clearly itemises each relevant Booking Record of the Carrier at that Stevedore's Terminal; and
  - (ii) clearly identifies whether any Financial Penalty is payable by the Carrier to the Stevedore because the Carrier has failed to comply with a mandatory standard in respect of the events which comprise that Booking Record, and, if so, the amount of that Financial Penalty; and
  - (iii) clearly identifies whether any Financial Penalty is payable by the Stevedore to the Carrier because the Stevedore has failed to comply with a mandatory standard in respect of the events which comprise that Booking Record and, if so, the amount of that Financial Penalty; and
  - (iv) clearly identifies the total amount (if any) of the Financial Penalties payable by the Carrier for the period covered by the invoice because the Carrier failed to comply with mandatory standards; and
  - (v) clearly identifies the total amount (if any) of the Financial Penalties payable by the Stevedore for the period covered by the invoice because the Stevedore failed to comply with mandatory standards; and
  - (vi) provides sufficient information about each of the Financial Penalties referred to in the above paragraphs to allow the Carrier to verify that they are accurate and have correctly been included on the invoice; and
  - (vii) does not include any charges (other than Financial Penalties) that are payable by a Stevedore to a Carrier, or by a Carrier to a Stevedore (as the case may be).
- (b) A Stevedore does not have to produce an invoice for or record in any invoice any Financial Penalty for which the amount payable has been reduced to \$0 under the Regulation or the Mandatory Standards.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(1) of the Regulation.

---

### **34 Stevedore self-invoicing**

#### **34.1 Invoicing for Financial Penalties payable by a Stevedore**

- (a) If any Financial Penalty is payable by a Stevedore to the Carrier the Stevedore must generate and issue to itself an invoice for such Financial Penalties and pay

those Financial Penalties to that Carrier within the time required under the Regulation as if that invoice were received from that Carrier.

- (b) If a Stevedore is required to generate an invoice pursuant to clause 34.1(a) in respect of any Financial Penalty payable to a Carrier it must provide a copy of that invoice to the Carrier and the invoice must:
- (i) clearly itemise each Booking Record of the Carrier at that Stevedore's Terminal;
  - (ii) clearly identify whether any Financial Penalty is payable by the Stevedore to the Carrier because the Stevedore has failed to comply with a mandatory standard in respect of the events which comprise that Booking Record and, if so, the amount of that Financial Penalty;
  - (iii) clearly identify the total amount (if any) of the Financial Penalties payable by the Stevedore for the period covered by the invoice because the Stevedore failed to comply with mandatory standards; and
  - (iv) provide sufficient information about each of the Financial Penalties referred to in the above paragraphs to allow the Carrier to verify that they are accurate and have correctly been included on the invoice.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 37(1) of the Regulation.

Note 2: Clause 37(2) of the Regulation prescribes that the maximum penalty for a failure to comply with this mandatory standard is 100 penalty units.

---

## 35 Billing cycle

- (a) Invoices for the payment of Financial Penalties must be issued on the basis of a rolling 7 day billing cycle.
- (b) Invoices for a billing cycle must be issued within 7 days after the end of that billing cycle.

Note 1: For example, if a Carrier incurs Financial Penalties at a Stevedore's Terminal during a billing cycle the Stevedore must issue an invoice for those Financial Penalties to that Carrier within 7 days after the end of that billing cycle.

Note 2: The matters prescribed in this clause are matters prescribed pursuant to clause 37(1) of the Regulation.

Note 3: Clause 37(2) of the Regulation prescribes that the invoice for Financial Penalties must be paid within 14 days after the payee receives that invoice.

Note 4: Pursuant to clauses 37(4) and (5) of the Regulation, a Financial Penalty is recoverable as a debt and the amount of a Financial Penalty does not include GST if any applicable GST is payable.

---

## 36 Reliance on data and records of Stevedores

- (a) A Stevedore must determine:



- (i) whether a Carrier has failed to comply with the mandatory standards at its Terminal; and
  - (ii) whether that Stevedore has failed to comply with the mandatory standards; and
  - (iii) the amount of Financial Penalties payable by Carriers to that Stevedore; and
  - (iv) the amount of Financial Penalties payable by that Stevedore to Carriers,
- solely by reference to:
- (v) the Stevedore's own data and records; and
  - (vi) data and records of that Stevedore's VBS or VBS Service Provider; and
  - (vii) data supplied by TfNSW.
- (b) Stevedores must act reasonably and in good faith, and must apply the order of precedence set out in clause 36(c), when making such determinations on the basis of such data, information and records.
- (c) If there is any inconsistency between the data and records of a Stevedore, the data and records of a Stevedore's VBS Service Provider and the data and records of TfNSW, the following order of precedence will apply to the extent of such inconsistency, such that the data and records listed higher in the order of precedence will prevail over the data and records listed lower in the order of precedence to the extent of such inconsistency:
- (i) data and records of TfNSW; and
  - (ii) data and records of the Stevedore's VBS or the Stevedore's VBS Service Provider; and
  - (iii) data and records of the Stevedore.

Note : The matters prescribed in this clause are matters prescribed pursuant to clause 37(1) of the Regulation.

---

## **37 Copies of invoices to be provided to TfNSW**

Each Stevedore must provide a copy of each invoice that is issued for Financial Penalties (including invoices to which clause 34 applies) to TfNSW within 7 days after the date on which that invoice has been issued.

Note 1: The matters prescribed by this clause constitute a direction to each Stevedore pursuant to clause 39(1) of the Regulation.

Note 2: Clause 39(2) of the Regulation prescribes that the maximum penalty is 500 penalty units for a failure by a Carrier, Stevedore or stevedore service provider to comply with a direction (such as a direction in this clause 36) given under 39(1) of the Regulation.

---

## **38 Invoicing Related Entities**

- (a) If a Carrier incurs a Financial Penalty that is payable to a Stevedore and that Carrier and that Stevedore are each a part of the same entity or are Related Entities, then the Stevedore must issue an invoice to that Carrier for the Financial Penalty in accordance with clause 33.
- (b) If a Stevedore incurs a Financial Penalty that is payable to a Carrier and that Carrier and that Stevedore are each a part of the same entity or are Related Entities, then the Stevedore must issue to itself an invoice for the Financial Penalty in accordance with clause 34.

Note: The matters prescribed in this clause are matters included pursuant to clause 37(1) of the Regulation

---

## **39 Invoicing Disputes**

- (a) If a Carrier wishes to dispute the validity of a Financial Penalty for which an invoice has been issued to it by a Stevedore under clause 33 or clause 34 because the Financial penalty is not accurate or has been incorrectly included on the invoice, the Carrier must provide the relevant Stevedore with written notice of the dispute no later than 14 days after the issue date of the relevant invoice.
- (b) If a Stevedore receives a dispute notice under clause 39(a), it must investigate the dispute claim and provide the Carrier with a written response no later than 14 days after the date of the dispute notice stating whether or not the Financial Penalty in dispute remains payable by the Carrier having regard to the data referred to in clauses 36(a)(v) to 36(a)(vii).

Note: the matters prescribed in this clause are matters prescribed pursuant to clauses 37(1) and (2) of the Regulation.

---

## Schedule 1      Dictionary

---

### 1 Dictionary

In these mandatory standards:

**Affected Slot** has the meaning in clause 11(b)

**Affected Truck** has the meaning in clause 11(b)

**ABN** means Australian Business Number.

**Arrive** means, in respect of a Truck, the time that that Truck is deemed to have arrived for a Booking at a Terminal in accordance with clause 21.

**Booking** has the meaning given to that term in clause 19 of the Regulation.

**Booking for a Slot that is a Full Bulk Stack Run Booking** means a Booking that is made for the purposes of loading or unloading a Container (other than an empty Container) together with at least 19 other Containers which are not empty Containers.

**Booking Record** means, in respect of a Carrier, all information and events relating to a Booking made by that Carrier for the period commencing when that Booking is made and ending on the occurrence of any of the following:

- (a) the time when the Truck Services have been performed in full in respect of that Booking;
- (b) the time that a Stevedore fails to perform Truck Services in respect of the applicable Slot or declares to the relevant Carrier or Truck driver that the Stevedore will not perform Truck Services in respect of that Slot;
- (c) the time that Booking is cancelled; or
- (d) the time that the Truck which arrives for that Booking is refused entry into the relevant Terminal on the basis that it has arrived late in breach of clause 30(1) of the Regulation or is refused Truck Services on the basis of a failure to comply clause 31(1) of the Regulation.

**Carrier** has the meaning given to that term in clause 19 of the Regulation.

**Container** means any shipping, freight or intermodal container or other like transport and storage unit for moving products or materials between locations.

**Corporations Act** means *Corporations Act 2001* (Cth).

**CSV** means comma separated values files.

**Detailed Particulars of an Unforeseen Event means:**

- (a) the time the Unforeseen Event commenced; and**
- (b) specification of the event or circumstances constituting the Unforeseen Event by reference to the meaning of that expression (e.g. that the event is a Significant Weather Event under the definition of that expression paragraph (b)(i)); and**
- (c) specification of the facts, so far as they are known at the time to the person required to provide Detailed Particulars (e.g. in relation to a Significant Weather Event the fact that an electrical storm is occurring, or is predicted to occur at a Terminal within a**

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- specified timeframe); and  
(d) the predicted impact on relevant activities such as on Truck Servicing in relation to Time zones; and  
(e) a forecast of when the Unforeseen Event will end; and  
(a)(f) information about when and how details of the Unforeseen Event will be updated.

**Dictionary** has the meaning given to that term in clause 6(a).

**Displays a Legible Number-Plate** means displays a number-plate issued under the Road Transport (Vehicle Registration) Regulation 2007 in accordance with the display requirements of that Regulation, or if a Truck is registered in another State or Territory, a displays number-plate (however described) in accordance with the display requirements of the law of the other State or Territory.

**DP World Terminal** means the container terminal located at 36-42 Friendship Road, Port Botany, NSW, 2036.

**Early Arrival** will occur in respect of a Truck if that Truck Arrives at a Terminal for a Booking before the commencement of the Time Zone for that Booking.

**Empty Bulk Stack Run Booking** means a Booking that is made for the purposes of loading or unloading an empty Container together with at least 20 other empty Containers.

**Export Container** means a Container that is to be unloaded from a Truck at a Terminal and which enters or is to enter that Terminal in respect of a Booking.

**Extended Arrival Period** has the meaning given to that term in clause 30(4) of the Regulation.

**Financial Penalty** means a financial penalty imposed by the Regulation (not being a penalty for an offence).

**Hour** means, in respect of each day, the period of 60 minutes commencing at 12:00am on that day and each consecutive period of 60 minutes thereafter until the expiry of that day.

**Incident Report** means a report in the form, and containing the details, set out in Schedule 5.

**Import Container** means a Container that is to be loaded on to a Truck at a Terminal and which exits or is to exit that Terminal in respect of a Booking.

**In Gate** means, in respect of a Terminal, each gate notified as an In Gate for that Terminal in accordance with clause 31(a)(i).

**Job Completion** is determined in accordance with clause 27 of these mandatory standards.

**Large Carriers** has the meaning given to that term in clause 29(c)(i) of these mandatory standards.

**Late Arrival** in accordance with clause 30(3) of the Regulation will occur in respect of a Truck if that Truck Arrives at a Terminal for a Booking after the end of the Time Zone for that Booking but within the Extended Arrival Period.

**List or Listing** means a process used by Carriers through a VBS to return a Slot for which the Carrier has previously made a Booking to:

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (a) make it available to other Carriers for Booking; or
- (b) make a new Booking in the same Slot or Time Zone for the purpose of changing the specification of the Booking as import, export, import/export or unspecified.

**Midnight Shift** means the last working shift of a Stevedore on a day, commencing at or prior to midnight.

**Minimum Number of Slots** means the applicable number of Slots in accordance with clause 25 of these mandatory standards which a Stevedore must make available at its Terminal each Hour in respect of which Bookings can be made in accordance with clause 15.1 of these mandatory standards.

**Minister** means the Minister administering the *Ports and Maritime Administration Act 1995*.

**Morning Shift** means the first working shift of a Stevedore immediately following a Midnight Shift.

**Off-Site Examination Container** means a Container that is required to be transported temporarily from the terminal for regulatory or other purposes.

**Out Gate** means, in respect of a Terminal, each gate that is determined to be an Out Gate for that Terminal in accordance with clause 31(a)(ii).

**Out Of Gauge** has the meaning given to that term in clause 15.4(b).

**Patrick Terminal** means the container terminal located at 7 Penrhyn Road, Port Botany NSW, 2036.

**Port Authority of NSW** means the Port Authority of New South Wales

**Port Botany** has the meaning given to that term in clause 19 of the Regulation.

**Port Botany Access Road** means any of Simblist Road, Penrhyn Road, Sirius Road, Bumborah Point Road, Friendship Road and Foreshore Road, Port Botany, NSW.

**Public holiday** means any day that is declared a public holiday in New South Wales under the *Public Holidays Act 2010* (NSW).

**Rail Car** has the meaning given to that term in clause 19 of the Regulation. A Rail Car may also be known as a 'rail wagon'.

**Rail Carrier** means a person engaged in a business of transporting shipping Containers or cargo to or from Port Botany by train. A Rail Carrier may also be known as a 'rail operator'.

**Rail Servicing** has the meaning given to that term in clause 19 of the Regulation.

**Red Line Hazardous** means a Container that is so classified necessitating that the Container is removed from the Terminal within 24 hours.

**Regulation** means Part 3 of the *Ports and Maritime Administration Regulation 2012*.

### **Related Entities:**

- (a) has the meaning given to that term in the Corporations Act; or

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (b) Means two or more Carriers:
- (i) that use one or more common Trucks in respect of Bookings; and
  - (ii) that have the same registered office; or
  - (iii) who have one or more company officer positions held by the same person.

**Relevant Day** has the meaning given to that term in clause 14.1(h) of these mandatory standards.

~~**RFID Tag** means a radio frequency identification tag provided by TfNSW or its nominated supplier.~~

**Service Line** means the service line location for a Terminal that is determined to be the Service Line for that Terminal in accordance with clause 20.

**SICTL Terminal** means the container terminal located at Sirius Road, Port Botany, NSW 2036.

**Significant Weather Event** means heavy rain, storms, lightning, cyclones, heavy fog or strong winds that cause the cessation of Truck Services (excluding the operating of quay cranes due heavy winds) due to workplace health and safety concerns.

**Slot** has the meaning given to that term in clause 19 of the Regulation.

**Small Carriers** has the meaning given to that term in clause 29(c)(ii) in these mandatory standards.

**Stevedore** has the meaning given to that term in clause 19 of the Regulation.

Terminal has the meaning given to that term in clause 19 of the Regulation and in relation to Truck Services includes a sub-section or sub-sections of the Terminal designated with the approval of TfNSW for the purpose of improving efficiency by dispersing the truck servicing task.

~~Terminal has the meaning given to that term in clause 19 of the Regulation.~~

**Time Zone** has the meaning given to that term in clause 19 of the Regulation.

**Train Trip** means the entry into and subsequent exit from a Terminal at Port Botany by a train pursuant to a booking for the purposes of receiving Rail Servicing from the Stevedore operating that Terminal at Port Botany.

**Transport for NSW or TfNSW** has the meaning given to that term in clause 19 of the Regulation and also includes the Director, Cargo Movement Coordination Centre or other office of TfNSW occupying a position within the Cargo movement Coordination Centre.

**Truck** has the meaning given to that term in clause 19 of the Regulation.

**Truck Identification Number** means the unique identifier of a Truck as registered with a Stevedore and/or the number of a Truck as displayed on the registered number plates of that Truck.

**Truck Marshalling Area** means the designated area for marshalling Trucks as determined by TfNSW and notified to Stevedores and Carriers.

**Truck Services** has a corresponding meaning to “truck servicing” within the meaning given

to that term in clause 19 of the Regulation.

**Truck Trip** means the entry and subsequent exit of a Truck into a Terminal at Port Botany pursuant to a Booking or Bookings for the purposes of receiving Truck Services from the Stevedore operating that Terminal at Port Botany.

**Truck Turnaround Time** or **TTT** has the meaning given to that term in clause 19 of the Regulation and for the purposes of these mandatory standards is determined in accordance with clause 24.

**Unforeseen Event** for the purposes of:

- (a) clause 12.1, means any of the following events or circumstances:
- (i) the closure of or substantial obstruction of any Port Botany Access Road or a key freight arterial road that :
    - (A) was not known to the relevant Carrier or Truck driver or could not be reasonably foreseen by the relevant Carrier or the Truck driver; and
    - (B) could not reasonably be avoided by the Truck driver (including by turning off the closed or obstructed Port Botany Access Road or key freight arterial road and using an alternate road to access the relevant Terminal at Port Botany); or
  - (ii) any fire, flood, earthquake, storm, lightning, cyclone, bush fire, landslide, epidemic, explosion, radioactive contamination, toxic or dangerous chemical contamination, risk to health or safety, natural disaster or force of nature; or
  - (iii) act of war (whether declared or not), act of public enemy, riot, rebellion, insurrection, revolution, blockade, civil disturbance or any other unlawful act against public order or authority; or
  - (iv) an industrial dispute, strike, lockout, boycott, work ban or other labour dispute or difficulty involving a port or transport related workers union (other than any such action by some or all the relevant Carrier's employees or contractors which does not form part of any national, state or industry wide activity); or
  - (v) an order, restraint, expropriation, quarantine, direction or embargo or any other act or omission of any government agency,
- which:
- (vi) is not within the reasonable control of the relevant Truck driver, the relevant Carrier or any of its Related Entities; and
  - (vii) could not have been reasonably anticipated by the Carrier or the Truck driver; and
  - (viii) alone or when taken together with any other such events, causes the Carrier to incur a Financial Penalty; and
  - (ix) is not reasonably able to be prevented by the relevant Carrier (including its Truck driver) taking reasonable precautions and cannot reasonably be circumvented by the Carrier (including its Truck driver),

but does not include:



## **CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (x) any failure, breakage, malfunction or reduction in capacity of information technology equipment, systems or networks, telecommunications networks or internet networks; or
  - (xi) any of the events or circumstances described in paragraph (i) that are localised such that it is reasonably practicable for the relevant Carrier or Truck driver to plan and use an alternate route to avoid the incurrence of a Financial Penalty; or
- (b) clause 14.4 and clause 16.1, means any of the following events or circumstances:
- (i) without limiting paragraph (vii) below, any Significant Weather Events; or
  - (ii) any activities of emergency service providers (including police, Fire and Rescue NSW, ambulances and paramedics) at the Stevedore's Terminal that cause the cessation of Truck Services; or
  - (iii) any power failure that causes a failure of the Stevedore's Terminal operating system including its VBS system; or
  - (iv) any lighting failure that causes the cessation of Truck Services due to workplace health and safety concerns;
  - (v) any failure, breakage, malfunction or reduction in capacity of the Stevedore's Terminal operating system or a VBS of any VBS Service Provider that:
    - (A) continues for more than 60 minutes; and
    - (B) adversely impacts on the ability of the Stevedore to manage Truck Services; or
  - (vi) any delay in the arrival of a vessel at the Stevedore's Terminal provided that the Stevedore provides notice to the Carrier of such delay within one hour of receiving official notice from the Vessel or Vessel Operator of such delay; or
  - (vii) any fire, flood, earthquake, storm, lightning, cyclone, bush fire, landslide, epidemic, explosion, radioactive contamination, toxic or dangerous chemical contamination, risk to health or safety, natural disaster or force of nature; or
  - (viii) act of war (whether declared or not), act of public enemy, riot, rebellion, insurrection, revolution, blockade, civil disturbance or any other unlawful act against public order or authority; or
  - (ix) subject to paragraph (xvi) below, an industrial dispute, strike, lockout, boycott, work ban, or other labour dispute or difficulty involving the Stevedore's personnel that are directly involved in road operations; or
  - (x) an order, restraint, expropriation, quarantine, direction or embargo or any other act or omission of any government agency,
- which:
- (xi) is not within the reasonable control of the Stevedore or any of its Related Entities; and
  - (xii) could not have been reasonably anticipated by the Stevedore; and



## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (xiii) alone or when taken together with any other such events, causes the Stevedore to incur a Financial Penalty; and
- (xiv) is not reasonably able to be prevented by the Stevedore taking reasonable precautions and cannot reasonably be circumvented by the Stevedore,

but does not include:

- (xv) any failure of operating equipment used at the Stevedore's Terminal (including Container handling equipment); or
- (xvi) any Vessel-side delay that does not have any material impact on the performance of Truck Services; or
- (xvii) an industrial dispute, strike, lockout, boycott, work ban, or other labour dispute or difficulty involving the Stevedore's personnel that is pre-arranged and of which the Stevedore was aware in reasonably sufficient time so as to enable the Stevedore to cancel or rearrange affected Slots or Time Zones.

**VBS** means a booking system provided by a Stevedore or its VBS Service Provider that is generally accessed online and used by Carriers to make, cancel or exchange Bookings or conduct other like business in respect of Bookings.

**VBS Service Provider** means a *stevedore service provider* as that term is defined in clause 19 of the Regulation.

**Vessel** means any vessel that docks, or has made arrangements to dock, at Port Botany for the purposes of loading or unloading a Container.

**Vessel Operator** means the owner or operator of a Vessel or Vessels.

**Weekday** means the calendar days of Monday, Tuesday, Wednesday, Thursday and Friday, with the exception of any day that is a Public Holiday.

**Weekday Period** means a period of 12 consecutive Time Zones with the first such Time Zone being the first Time Zone that is scheduled to commence on or after 4pm on a Weekday other than a Friday or any day that falls immediately before a Public Holiday.

**Weekend Period** means the period of:

- (a) 60 consecutive Time Zones, with the first such Time Zone being the first Time Zone that is scheduled to commence on or after 4pm on a Friday;
- (b) where a Public Holiday falls immediately before a period that is a Weekend Period as defined in (a) above, the Weekend Period is extended by 24 Time Zones for each such Public Holiday and the first such Time Zone for the Weekend Period is the first Time Zone that is scheduled to commence on or after 4pm on the day before the first occurring Public Holiday; and
- (c) where a Public Holiday falls immediately after a period that is a Weekend Period as defined in (a) above, the Weekend Period is extended by 24 Time Zones for each such Public Holiday.

**Working Day** means a day during which Truck Services were performed, or available to be performed, by the relevant Stevedore for a period of 12 Time Zones or more.

---

## 2 Interpretation

The following rules of interpretation apply to this document unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this document;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
  - (iii) a document includes all amendments or supplements to that document;
  - (iv) a clause, term or schedule is a reference to a clause, term or schedule to this document;
  - (v) this document includes all schedules to it;
  - (vi) notes to provisions in these standards shall be taken to be part of these Mandatory Standards;
  - (vii) a monetary amount is in Australian dollars;
  - (viii) a day, is a reference to a calendar day and where that reference relates to the measurement of time, it is a reference to the 24 hour period commencing at 12.00am on that day;
  - (ix) a charge, includes a reference to any fee, cost, levy, rate, contribution or other payment obligation;
  - (x) a Truck or a Carrier's Truck, is a reference to a truck used for the purposes of the business of the Carrier by the Carrier or by an employee of or contractor or subcontractor to the Carrier;
  - (xi) a cancelled Slot, or the cancellation of a Slot, includes a reference to:
    - (A) in the case of a Stevedore, notice that the Stevedore will not service the Slot; and

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (B) in the case of a Carrier, notice that the Carrier no longer wishes to use or hold that Slot;
- (g) where a person is required to promptly do or refrain from doing an act or acts, that person must do that act or acts as soon as practicable but in any event that person must do or refrain from doing that act or acts within 24 hours;
- (h) where a person is required to give notice then, unless otherwise stated, that notice must be given in legible writing and in English;
- (i) in determining the time of day, where relevant to the matters prescribed in this document, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose under this document, the time of day in the place where the party required to perform an obligation is located;
- (j) if there is any inconsistency between the main body of this document and its schedules, the following order of precedence will apply to the extent of such inconsistency, such that a document listed higher in the order of precedence will prevail over a document listed lower in the order of precedence to the extent of such inconsistency:
  - (i) the main body;
  - (ii) Schedule 1; and
  - (iii) all other schedules;
- (k) a reference to a cancelled Slot is a reference to a Slot that is the subject of a Booking which is subsequently cancelled;
- (l) a reference to Truck Services to be performed in respect of a Slot is a reference to the Truck Services the subject of a Booking for that Slot;
- (m) a reference to a Booking for a Slot is a reference to the relevant Booking that is made to secure that Slot but if that Booking also applies to one or more other Slots does not include a reference to that Booking in respect of those other Slots;
- (n) a reference to an entire Time Zone is a reference to all Bookings which are scheduled to occur in that Time Zone;
- (o) a reference to Arriving at a Terminal for a Slot is a reference to Arriving for a Booking for that Slot at that Terminal;
- (p) a reference to a Time Zone for a Slot is a reference to the relevant Time Zone in respect of which the booking for that Slot is scheduled to occur;
- (q) a person is deemed not to have received the approval of TfNSW unless:
- (r) that person has received written notice, including for this purpose by way of email, from TfNSW that it approves the relevant thing or things which require approval if TfNSW gives its approval in respect of a matter it may also revoke that approval at any time by giving at least 48 hours' notice to the Stevedore and also publishing the revocation on the TfNSW website; and

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

- (s) a reference to a Booking being manifest in respect of a Truck, or a Truck being manifest in respect of a Booking, is a reference to a Carrier specifying, using the relevant Stevedore's VBS, the Truck Identification Number of that Truck as the Truck that will complete a Truck Trip in respect of that Booking.

DRAFT

---

## **Schedule 2 — Service Line**

---

### **1 Service Line for the DP World Terminal**

For the purposes of clause 20(a), the Service Line for the DP World Terminal commences from the entrance gate to the port precinct located on Simblist Rd, Port Botany, New South Wales, 2036.

---

### **2 Service Line for Patrick Terminal**

For the purposes of clause 20(b), the Service Line for the Patrick Terminal commences from the intersection of Foreshore Rd, Botany Rd and Penrhyn Rd, Port Botany, New South Wales, 2019.

---

### **3 Service Line for SICTL Terminal**

For the purposes of clause 20(c), the Service Line for the SICTL Terminal commences from the intersection of Sirius Road and Foreshore Road, Port Botany, New South Wales, 2036

DRAFT

---

## **Schedule 3 — Truck Turnaround Time**

---

### **1 TTT reference table**

<b>TTT for one Container</b>	<b>Additional TTT for each additional Container</b>	<b>Measurement of TTT (applies to a Truck Trip)</b>
45 minutes	20 minutes	<b>From</b> time at which Truck Arrives <b>until</b> Stevedore has achieved Job Completion.

---

### **2 Determining Truck Turnaround Time**

- (a) TTT is applied based on a Truck Trip per Terminal.
- (b) Where a Truck is receiving or unloading one Container, the TTT is the period of time specified in column 1 of the TTT reference table set out in section 1 of this Schedule 3.
- (c) Where a Truck is receiving or unloading more than one Container, the TTT is the aggregate of:
  - (i) the period of time specified in column 1 of the TTT reference table set out in section 1 of this Schedule 3; and
  - (ii) the period of time specified in column 2 of the TTT reference table set out in section 1 of this Schedule 3 multiplied by the number of additional Containers being received by or unloaded from the Truck.

---

## **Schedule 4 — Records and Data Requirements**

---

### **1 Truck Servicing Records and Data to be collected, created and retained by Stevedores**

Each Stevedore must retain all:

- (a) Stevedore offered, booked and serviced Slot information including related Carrier, Container and Truck Trip information; and
- (b) Stevedore Financial Penalty information relating to the failure of the Stevedore or a Carrier to comply with the mandatory standards; and
- (c) Stevedore Vessel voyage and Container information; and
- (d) Vessel voyage receipts and Container availability information; and
- (e) Stevedore reference data information; and
- (f) information relating to the matters prescribed in this document or the Regulations and Carrier invoices created for each Carrier and records showing how the Financial Penalties were determined; and
- (g) information relating to the matters prescribed in this document or the Regulations and Stevedore invoices created on behalf of each Carrier and records showing how the Financial Penalties were determined; and
- (h) Truck tracking information provided by TfNSW.

---

### **2 Truck Servicing Records and Data to be provided by Stevedores or their VBS Service Providers to TfNSW**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, to TfNSW the Truck Servicing records and data referred to in this clause in the format and with the detailed content as specified in a separate direction given under clause 39 of the Regulation (the Truck Servicing Data Requirements direction). The Truck Servicing Data Requirement direction defines the data required and includes but is not limited to the technical data definitions, the file formats and the required frequency of the provision of data.

#### **2.1 Stevedore Reference Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to its system reference data (including the codes used by that Stevedore and the meanings of those codes) from that Stevedore's systems. The data extracts must include, but are not to be limited to, information describing:

- (a) all codes used by the Stevedore in the data requested; and
- (b) all reference data that aids to de-code and interpret the data requested; and
- (c) ~~details~~ detailed-particulars of business processes and systems to determine or create the data referred to in clauses 2.1 to 2.4 of this section 2; and

- (d) technical description of the content of each data field provided (e.g. date format) referred to in clauses 2.1 to 2.4 of this section 2; and
- (e) ~~details~~ ~~detailed-particulars~~ of data interface and delivery mechanisms.

## **2.2 Slot Booking and Servicing Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to offered Slots, planned and actual (also known as servicing) booked Slots excluding Off-Site Examination Slot Bookings. The data extracts must include, but are not to be limited to, information describing:

- (a) Slots offered by the Stevedore including the date and time Slots were offered; and
- (b) planned Slot Bookings including details of related planned Truck Trips and Containers; and
- (c) Truck Servicing of Slot Bookings including details of related Truck Trips and Containers; and
- (d) Slot Booking cancellations and non-Truck Servicing information; and
- (e) Truck movements within the terminal including information such as the gate-in, Job Completion and gate-out date and times; and
- (f) Time Zone Truck Servicing related information.

## **2.3 Vessel Voyage and Container Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to Vessel voyage visits and Container movements within their terminal. The data extracts must include, but are not to be limited to, information describing:

- (a) Vessel voyage arrival and departure details including estimated and actual arrival date and times; and
- (b) Vessel voyage receipts and availability dates and times including estimated and actual date and times; and
- (c) Container load and discharge information; and
- (d) Containers delivered out of the terminal; and
- (e) Containers received into the terminal; and
- (f) Container dwell time information.

## **2.4 Stevedore Financial Penalty Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to Financial Penalties that were incurred by either the Stevedore or a Carrier and ~~detailed-particulars~~ **Detailed Particulars** of any Unforeseen Events that resulted in such Financial penalties. This includes but is not limited to identification of the party that has failed to comply with a mandatory standard, the type of Financial Penalty incurred and sufficient detail to identify and describe the event giving rise to the



Financial Penalty. The data extracts must include, but are not to be limited to, information describing:

- (a) any Financial Penalty information payable by the Stevedore to the Carrier because the Stevedore has failed to comply with a mandatory standard; and
- (b) any Financial Penalty information payable by the Carrier to the Stevedore because the Carrier has failed to comply with a mandatory standard; and
- (c) ~~detailed particulars~~ **Details Particulars** of any Unforeseen Events that occurred in respect of Slot Booking cancellations, non-Truck Servicing or any other event that would otherwise incur a Financial Penalty for failure to comply with a mandatory standard.

---

### **3 Rail Servicing Records and Data to be collected, created and retained by Stevedores**

Each Stevedore must retain all:

- (a) Stevedore Train Trip and Rail Servicing information including planned and actual Rail Servicing. This may incorporate related Rail Car and Container information; and
- (b) Stevedore Vessel voyage and Container information; and
- (c) Stevedore Financial Penalty information; and
- (d) Stevedore reference data information; and
- (e) Information related to Stevedore and rail supply chain participant forecasting; and
- (f) information relating to the matters prescribed in this document or the Regulations in respect of Carrier invoices created for each Carrier and records showing how the Financial Penalties in such invoices were determined; and
- (g) information relating to the matters prescribed in this document or the Regulations in respect of Stevedore invoices created on behalf of each Carrier and records showing how the Financial Penalties in such invoices were determined.

---

### **4 Rail Servicing Records and Data to be provided by Stevedores to TfNSW**

A Stevedore must provide the Rail Servicing records and data referred to in this clause in the format and with the detailed content as specified in a separate direction given under given clause 39 of the Regulation (the Rail Servicing Data Requirements direction). The Rail Servicing Data Requirements direction defines the date required, and includes but is not limited to the technical data definitions, the file formats and the required frequency of the provision of data.

#### **4.1 Stevedore Reference Data Information**

A Stevedore must provide to TfNSW reference data information (including the codes used by that Stevedore and the meanings of those codes) from that Stevedore's systems. The data extracts must include, but are not to be limited to, information describing:

- (a) all codes used by the Stevedore in the data requested; and
- (b) all reference data that aids to de-code and interpret the transactional data requested; and
- (c) ~~detailed particulars~~ details of business processes and systems to determine or create the data referred to in clauses 4.1 to 4.3 of this section 4; and
- (d) technical description of the content of each data field provided (e.g. date format) referred to in clauses 4.1 to 4.3 of this section 4; and
- (e) ~~detailed particulars~~ details of data interface and delivery mechanisms.

#### **4.2 Train Trip and Rail Servicing Information**

A Stevedore must provide TfNSW with information relating to forecasted, planned and actual Rail Servicing. The data extracts must include, but are not to be limited to, information describing:

- (a) the activities pre, post and during planned or actual Rail Servicing; and
- (b) the breakdown of timings pre, post and during planned or actual Rail Servicing; and
- (c) the forecasting of timings and volumes relating to Rail Servicing; and
- (d) the Rail Cars, Containers, and locomotives, consist or manifest details related to planned or actual Rail Servicing.

#### **4.3 Vessel Voyage and Container Information**

A Stevedore must provide TfNSW with information relating to Vessel voyages and Container movements. The data extracts must include, but are not to be limited to, information describing:

- (a) Vessel voyage details such as estimated and actual arrival date and times and key dates relating to the loading and unloading of a Vessel; and
- (b) Containers discharged and loaded by voyage; and
- (c) Containers delivered out of the terminal by Rail Car and the sequence of the exchange delivery out of the terminal; and
- (d) Containers received into the terminal by Rail Car; and
- (e) Forecasting of Vessel and Container information; and
- (f) Rail release information; and
- (g) Container dwell listings and associated timings; and
- (h) Containers nominated as a priority by a Rail Carrier and activities undertaken to fulfil supply chain participant requirements.

## CONSULTATION DRAFT – FOR COMMENT

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

### Schedule 5 — Incident Report - Clause 16.1(d)

Incident Details		
No	Question	Response
1.	Date and time the Unforeseen Event impact commenced	
2.	Date and time the Unforeseen Event impact ended	
3.	Short description of the Unforeseen Event	
4.	Identify the cause of the incident	<i>For example: the system name and issue</i>
5.	Identify the internal rating / priority given to the Unforeseen Event	<i>For example: Incident was rated 'Critical impact/Severity' defined as total inoperability of the solution or solution components, for which no workaround is available (Stevedores unable to service roadside interface)</i>
6.	List operational activities that were/are impacted by this Unforeseen Event including the systems impacted	
7.	List all notifications provided to Carriers prior, during and after the incident	<i>Include date and time notification issued and the notification content</i>
8.	Contact person in the event further information on this event is required - Name - Position Title - Phone number - Email	
9.	Date and time the incident response commenced	
10.	What activities were undertaken during the outage to minimise impact i.e. any manual processing?	
11.	Date and time the <b>temporary</b> fix was implemented	

**CONSULTATION DRAFT – FOR COMMENT**

Please note all references to the Ports and Maritime Administration Regulation 2012 will be updated as appropriate to reflect the remade Regulation

Incident Details		
No	Question	Response
12.	Describe the <b>temporary</b> fix undertaken by the Stevedore	<i>A temporary fix is a fix that enables the Stevedore to become operational but may not permanently resolve the issue</i>
13.	Date and time the <b>permanent</b> fix was applied	
14.	Describe the <b>permanent</b> fix undertaken or to be undertaken by the Stevedore to ensure this type of incident does not occur again	<i>A permanent fix is a fix that eliminates the issue from re-occurring</i>
15.	Has an Unforeseen Event for a similar type of incident been called before? If yes, why did the previous fix not resolve the issue?	
16.	In the event a similar type of incident occurs again, describe the business response plan that has been established to manage such an incident?	

Signed:.....

Dated:.....