



Transnet Port Terminals

(An operating division of Transnet SOC Limited)

Terminal Operating Guidelines

**Ro-Ro, Break-bulk and Agricultural,
Bulk and Ro-Ro Automotive Terminals**

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Preamble

These Terminal Operating Guidelines ("TOGs") are prepared and issued by Transnet Port Terminals ("TPT"), an operating division of Transnet SOC Ltd.

The objective of these TOGs is to provide information regarding the berthing of vessels and the working of cargo at the following terminals operated and managed by TPT in the Republic of South Africa:

- Ro-Ro Automotive Terminals;
- Bulk Terminals;
- Ro-Ro, Break-bulk and Agricultural Terminals.

The allocation procedure for berths takes account of, but is not limited to, considerations such as berth availability, weather, cargo availability, availability of resources, logistics, stacking space, the expected efficiency of vessel working and the optimal use of terminal resources. The berths available in the terminals operated by TPT are designated for use by TPT only; however, the berths at the Maydon Wharf Terminal in Durban are not designated for the sole use of TPT and are also used by other terminal operators.

This is version Six of the TOGs which supersedes version Five and is effective from 1 April 2016

The TOGs, where applicable, must be read in conjunction with TPT's Standard Trading Terms and Conditions for the Ro-Ro, Break-bulk and Agricultural and Ro-Ro Automotive Terminals; Standard Terms and Conditions for all Visitors to these terminals; and TPT's official tariff book/brochure, all of which are available under TPT documents on TPT's Website: www.transnetportterminals.net.

- TPT may at any time, and in its sole discretion deviate from the TOGs, should it consider it necessary or appropriate to do so in the interests of safe and efficient cargo working, optimal use of terminal resources and/or in the light of its contractual commitments which will take precedence over the terms of these TOGs. In so doing, TPT will:
 - comply with all applicable international codes and conventions, national legislation, regulations and/or any applicable statutory and/or regulatory directives, International Maritime Dangerous Goods Code (IMDG), laws and bylaws including but not limited to the provisions of the International Ship and Port Facility Security Code (ISPS Code), other codes, conventions, laws and regulations concerning the protection of the environment, transportation, labour and social responsibility such as they may be applicable to these TOGs;
 - ensure that it holds, and that it observes the terms and conditions of all relevant permits, licenses and approvals of public authorities in relation to the activities carried out by it in terms of these TOGs;
 - act in accordance with its Policies and Procedures and its ISO 14001 Environmental Management System (EMS System) and ISO 9001 Quality Management System (QMS);
 - comply with the National Ports Act No. 12 of 2005 ("the Act"), Port Rules and Harbour Master's Written Instructions issued in terms of Section 80 (2) and 74 (3) respectively of the Act.

The provisions of clauses 11 through to 17 hereof, will enjoy precedence. These provisions, clauses 11 to 17 (inclusive), where applicable, take into account the various terminal configurations, facilities, infrastructure, equipment, handling methods, specific types of cargo as well as productivity norms which

apply to the various terminals operated by TPT and if there is any conflict between these provisions and the other provisions of these TOGs, the provisions in clauses 11 through to 17 shall take precedence.

Notwithstanding the provisions of these TOGs, the rights and obligations of whatever nature of the Transnet National Ports Authority as set out in, and originating from the National Ports Act No. 12 of 2005 will in all circumstances take precedence.

In issuing these TOGs, cognisance must be taken of the expansion investment planning by Transnet in its Market Demand Strategy (MDS). The MDS may give rise to occasions necessitating interventions to deviate from these TOGs in its execution. Such deviations will be managed between Customers and Stakeholders through a structured engagement process. Furthermore the TNPA is currently revising its berthing policies, which policies may have bearing on these TOG's.

1. INTERPRETATION AND DEFINITIONS

1.1. Unless the context otherwise requires, the following words shall have the meanings ascribed to them hereunder-

- 1.1.1. "Agricultural Terminal" means the terminal at Maydon Wharf in the Port of Durban which handles agricultural products using bulk conveyor systems, and general cargo.
- 1.1.2. "Arrival" means that a vessel has arrived at port limits/ outer anchorage in accordance with the TNPA's VTS recorded date and time.
- 1.1.3. "Bar Chart" means the fourteen (14) day advance vessel berthing and working programme compiled from the nomination data as required of, and nominated by vessels and does not necessarily constitute a firm berthing window.
- 1.1.4. "Berthing window" means a time period allocated to a vessel to berth, to carry out cargo working and to undock and sail from the berth. The window will also consider any berth and route preparation time as required.
- 1.1.5. "Bona Fide Vessel" means a vessel with a valid International Maritime Organisation (IMO) number wishing to berth at a TPT terminal, which subscribes to the nomination criteria as required herein and for which cargo has been scheduled to be loaded or discharged at a TPT terminal.
- 1.1.6. "Break-bulk" means general cargo shipped loose such as cartons, steel, pallets of goods, bulk bagged cargo, bagged cargo and the like, stowed loose in a vessel's hold, as opposed to the cargo which is containerised.
- 1.1.7. "Bulk Terminal Saldanha (BTS)" means the bulk terminal at the Port of Saldanha Bay which is a Harbour Bound Industry developed for exporting iron ore.
- 1.1.8. "Cargo working" (or "working cargo") means the process of either loading onto or discharging cargo from a vessel.
- 1.1.9. "Cargo" means goods carried by a vessel (or by other modes of transport in the context of rail road or air transport).
- 1.1.10. "Carrier" means the party employed to carry cargo.
- 1.1.11. "CLM" means the TPT Chief Logistics Manager in each terminal responsible for the terminal's logistics planning.

- 1.1.12. "Container" means any container, reefer container, controlled atmosphere container, integral reefer container, transportable tank or flat rack container which conforms to the International Standards Organisation standard container type designations.
- 1.1.13. "CPO" means the Central Planning Office at each Terminal which is responsible for all planning activities including allocating, shifting and removing of vessels from berths, the overall planning of allocation of berths and terminal resources.
- 1.1.14. "Customer's vessels" means those vessels operated by or on behalf of the Customer, which call at any of TPT's Terminals.
- 1.1.15. "Customer" means the party to whom a service is provided at the relevant TPT Terminal and, where it is used in relation to cargo, includes the Owner, Shipper or Importer/Exporter of such cargo, or their representatives.
- 1.1.16. "Day" means any day of any month as designated on a calendar, commencing at 00h00 midnight and ending 23h59.
- 1.1.17. "Draft Survey" means the methods employed by an independent marine surveyor to calculate and confirm, as accurately as possible, the tonnage of bulk cargo on-board a vessel.
- 1.1.18. "Dust and cross contamination Cargo" means goods which by their nature are either sensitive to contamination from another source or cargo, or which are liable to contaminate another source or cargo and for which special contingencies and planning may need to be implemented by a terminal.
- 1.1.19. "Dual loading" means utilising two ship loaders simultaneously to load a vessel.
- 1.1.20. "ETA" means the estimated time (and date) of arrival of a vessel at the pilot station in a port.
- 1.1.21. "ETA arrival Window" means a period commencing eight (8) hours before an ETA and ending a maximum of eight (8) hours after the ETA.
- 1.1.22. "ETD" means the estimated time (and date) of departure.
- 1.1.23. First scheduled, first served" means the vessel scheduling methodology used whereby a bona fide vessel calling to work specific cargo;
- 1.1.23.1. which is duly nominated in accordance with paragraph 1.1.48
- 1.1.23.2. which is then scheduled and allocated a preliminary available and suitable berthing window based on its ETA
- 1.1.23.3. which then adheres to its firm ETA as provided by it to TPT five (5) days prior to such ETA and
- 1.1.23.4. which arrives not earlier than eight (8) hours before and not later than eight (8) hours after its ETA,
- 1.1.23.5. is accorded seniority for berthing and cargo working purposes based on its firm notice, over a vessel or vessels which have not complied with clauses 1.1.23.1, 1.1.23.3 and 1.1.23.4 above.
- 1.1.24. "Firm", used in respect of a vessel, means that a vessel has been allocated a suitable and firm berthing window based on the final written and accurate five day ETA update received, of within eight hours and which will be senior with reference to the allocation of a specific berthing window and in relation to any non-firmed vessels.
- 1.1.25. "Force majeure" for the purposes of these TOGs, means, in respect of either party, any event or circumstance, or combination of events or circumstances occurring during the operation of these TOGs, the occurrence of which is beyond the reasonable control (directly or indirectly)

of a party, and could not have been avoided by steps which might reasonably be expected to have been taken by such party, acting as a reasonable and prudent commercial entity. Without limiting the generality of this clause, such events or circumstances may include any one or more of the following:

- 1.1.25.1. an act of God, act of public enemy, act or threat of terrorism, war, invasion, embargo, military coup or armed conflict, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, piracy, act of vandalism, explosions, lightning, fire, flood, storm, strong winds, drought or earthquake;
- 1.1.25.2. any unforeseen breakdown of essential machinery or equipment used in Terminals or Customer operations which was not caused by the negligence of the relevant party or its project managers, agents, or contractors, and which occurs notwithstanding adequate maintenance in accordance with manufacturer's specifications;
- 1.1.25.3. blockade or closure of the Port;
- 1.1.25.4. curfews in, or restrictions on travel within the surrounding areas of Durban, Richards Bay, East London, Ngqura, Port Elizabeth, Saldanha or Cape Town;
- 1.1.25.5. epidemic, plague or quarantine;
- 1.1.25.6. meteorites;
- 1.1.25.7. nuclear explosion, radioactive or chemical contamination or ionising radiation;
- 1.1.25.8. power failures or interruptions of any nature whatsoever, including but not limited to electricity;
- 1.1.25.9. pressure waves caused by aircraft or other aerial devices;
- 1.1.25.10. strikes or other industrial action.
- 1.1.26. "Hatch covers" mean covers, normally of steel construction, used to cover and protect the hold of a vessel from weather and which are either mechanically operated or need to be removed with a crane.
- 1.1.27. "HBI" means harbour bound industry which is an industry having a location close to a specific port for reasons of access to strategic mineral stockpiles, trade zones or a specific sea route and/or port/terminal, the transportation needs of which are predominantly serviced by the proximate port/terminal.
- 1.1.28. "Hold cleanliness certificate" means a certificate issued by an independent marine surveyor certifying that a nominated bulk vessel on berth is free of contaminants.
- 1.1.29. "IACS" means the International Association of Classification Societies.
- 1.1.30. "IMSBC" means International Maritime Solid Bulk Cargoes.
- 1.1.31. "ISM" means the International Safety Management Code.
- 1.1.32. "ISPS" means International Ship and Port Facilities Security Code.
- 1.1.33. "Lay can" means the earliest date at which cargo working (lay time) is contracted to commence and the latest date upon which the vessel can arrive at its appointed loading place without its call being at risk of being cancelled.

- 1.1.34. "Lay days" means the number of days allowed for cargo working in a charter party relating to a specific vessel or cargo.
- 1.1.35. "Leasehold operator" means a terminal operator at the Maydon Wharf Terminal, other than TPT.
- 1.1.36. "Leasehold cargo" means cargo which is intended to be worked by a leasehold operator at Maydon Wharf Terminal.
- 1.1.37. "Liner" in relation to vessels, services, or cargo, means vessels operated, services rendered and /or cargo carried by a shipping line in accordance with a fixed published schedule.
- 1.1.38. "LOA" (Length Overall) means the length of a vessel measured along the length between two (2) opposite points on the hull furthest apart from one another, perpendicular to the waterline.
- 1.1.39. "Maintenance" means the period for which a berth or equipment is removed from service for maintenance or construction reasons and can include emergency maintenance.
- 1.1.40. "Mandatory public holidays" means 1 January, 1 May and 25 December of each year.
- 1.1.41. "Manganese Terminal" means the terminal at the Port of Port Elizabeth which is a terminal designed and dedicated to handle manganese ore exports.
- 1.1.42. "Master" means the vessel Captain in command of the performing vessel.
- 1.1.43. "MWT" means the Maydon Wharf Terminal in the Port of Durban.
- 1.1.44. "MRCC" means the Maritime Rescue Co-ordination Centre which requires shipping lines to meet certain legislative requirements and provide information.
- 1.1.45. "Mates receipt" means a categorised list of all cargo loaded as per bills of lading for which the vessel signs as having been received from TPT.
- 1.1.46. "Maydon Wharf Agri Ro-Ro Terminal" means the terminal at Maydon Wharf incorporated within the Durban Terminals in the Port of Durban which is a general purpose terminal which handles paper, steel, cement, fertiliser, and Combi vessels carrying ISO containers and general goods and vehicles.
- 1.1.47. "MSCC" means the Maritime Safety Coordinating Committee which is the regulatory body responsible for granting the ISPS clearance.
- 1.1.48. "Nominated vessel" means a vessel which has been accepted by the TNPA's ship planning officer and TPT for scheduling purposes after receipt of the ID 100 nomination document relating to such vessel, either by telex, fax or e-mailed ETA advice.
- 1.1.49. "Non-liner" in relation to vessels, services, or cargo means vessels operated, services rendered or cargo carried otherwise than by a shipping line in accordance with a fixed published schedule.
- 1.1.50. "Notice of readiness" (NOR) is the unequivocal advice tendered by the Master/ Owner/Charterer, as the case might be, of a vessel indicating that the vessel is in all aspects clean and ready to commence cargo working.
- 1.1.51. "Official Working Hours" means the customary hours of work as agreed between TPT and its employees or contractors as from time to time. The current working hours for each terminal are reflected in Clauses 11 through to 17 of these Guidelines, and are subject to change from time to time at the sole discretion of TPT.
- 1.1.52. "Opportunity vessel" means any vessel not nominated fourteen (14) days before ETA and includes vessels which call at a port on a speculative/opportunity basis from time to time.

Such vessels will be accommodated on the first suitable available berth, provided they meet all berthing and cargo requirements and after considering the consequences of their berthing for other planned cargo movements having due regard to the best interests of terminal productivity and efficiency, and without impeding any scheduled or planned vessels. Such opportunity vessel may be required to shift at its own costs if requested by TPT to do so in order to maintain the seniority and working order of other scheduled or planned vessels. The nomination period of fourteen (14) days will be used as the worst case default time period for seniority should no suitable berth be available within this time period. Seniority over other opportunity vessels will be based on the ID 100 nomination received. The conditions as per clause 2 will prevail.

- 1.1.53. "Overtime working hours" means the time that is worked outside of the official working hours for which an overtime charge may be levied.
- 1.1.54. "Phase I" means the vessel nomination process as defined in clauses 1.1.91 and 2.1.
- 1.1.55. "Phase II" means a meeting between TPT, the Customer or its representative, the Vessel or its representative and/or vessel Stevedore, for the purpose of planning the vessel's intended cargo working and port stay window/s.
- 1.1.56. "Phase III" means a meeting between TPT, the Customer or their representative, the Vessel or its representative and/or vessel Stevedore, held daily to monitor the progress of cargo working on all vessels in order to review performance, report on the maintenance of norms, and inform corrective action for improvement and general communication on progress and daily forward planning.
- 1.1.57. "Phase IV" means a structured meeting between TPT, the Customer or its representative, the Vessel or its representative and/or vessel Stevedore which must be held within seventy two (72) hours after completion of cargo working unless the relevant parties have mutually agreed in writing to forego such meetings, and instead to hold a monthly meeting covering a number of port calls. The primary purpose is to discuss the performance and overall measurement and continuous improvement of vessel working and to direct structured strategic feedback for Terminal Management intervention.
- 1.1.58. "Planned delay" means a controllable event which takes place to effect cargo working and such delay and the time required is discussed and planned at the phase II. (For example the moving of ship loaders between hatches or the planning of hatch separations, etc.).
- 1.1.59. "Planned work stoppage" means the time officially allowed by TPT for general meetings with its employees which are held during working hours.
- 1.1.60. "Planning Manager" means the official in charge of all planning activities in the CPO in each terminal, including allocating, coordinate shifting and removing of vessels from berths.
- 1.1.61. "Planning meeting" means any planned meeting relating to any planning phase, or an ad hoc meeting specially convened for the purpose of vessel and cargo planning, enhancing communication, expediting cargo working and/or resolving issues related to berthing or cargo working.
- 1.1.62. "Planned Vessel" means a nominated vessel in respect of which a Phase II meeting as contemplated in clause 1.1.55 has been held, at which all relevant aspects concerning the berthing, cargo working and port stay window/s of such vessel have been finalised by signature by all parties concerned of the relevant Phase II planning minutes.
- 1.1.63. "Planned Shift" means an eight (8) hour shift during weekdays or a twelve (12) hour shift over weekends or on public holidays, which has been planned specifically in respect of the cargo working of a particular vessel at a particular berth at a particular time.

- 1.1.64. "Public Holiday" means any day designated as such by the South African legislature.
- 1.1.65. "Ready to Load/Discharge" means that a vessel has reached such a state of preparedness in all respects that it is ready to immediately commence cargo working.
- 1.1.66. "Re-planned vessel" means a vessel which for any reason whatsoever no longer complies with the provisions of the original Phase II planning minute. Such vessel is subject to a re-planning process which in some instances, at the discretion of TPT, may occur simply by way of written communication. Re-planning may arise from, but is not limited to, the following factors: original planned volumes increase, equipment availability changes, vessel substitution, vacating a berth due to productivity issues, equipment failure and returning later to resume cargo working either at the same berth or an alternative berth within the same or at an adjacent terminal. Where circumstances permit, a vessel can retain its seniority on the berth or may have to be re-scheduled by the terminal to an alternative berth or slot. A new nomination will not be required.
- 1.1.67. "Representative" means the duly authorised representative of any party, including but not limited to representatives of the Customer, Vessel and /or Vessel Owner engaged in the shipment of cargo.
- 1.1.68. "Re-scheduled" means a vessel which changes its ETA by more than eight (8) hours later in aggregate after confirmation of the firm ETA which will, at the discretion of TPT, be allocated an alternative berthing window, either at the same berth or at the next suitable available berth, provided that no scheduled or planned vessel is prejudiced thereby. The maximum default period will be five (5) days from the time of the original firm ETA date to 00.01 on the rescheduled day and in this instance the vessel will fall in behind any other already firmed vessels on the re-scheduled date. No new nomination will be required. Where rescheduling takes place in relation to failed hatches, then the default period of five (5) days will commence from the time when the notice of readiness is tendered.
- 1.1.69. "Resources" means, personnel and equipment provided by TPT which are required for cargo working.
- 1.1.70. "Richards Bay Bulk Terminal" means the Mineral Bulk Terminal (MBT) designed to handle bulk products using bulk conveyor systems to ship and land cargo from and to ships, incorporating a general purpose terminal predominantly shipping break-bulk cargo such as loose and palletised steel, granite blocks, paper reels, and the like, as well as homogenous bulk parcels by means of skips as well as ISO containers, and situated within the Port of Richards Bay.
- 1.1.71. "Ring fenced cargo" means cargo of a specific type in respect of which specific storage areas have been identified, usually adjacent to or in close proximity to a berth/s normally used for the loading of such types of cargo and with the object of efficient use of terminal space and resources.
- 1.1.72. "Ro-Ro, Break-bulk and Agricultural Terminal" means areas set aside for the handling of break-bulk cargo, bulk cargo, containers and vehicles, by means of TPT equipment (as per local arrangement) at the following terminals: Richards Bay; Durban and Maydon Wharf; East London; Port Elizabeth; Cape Town & Saldanha.
- 1.1.73. "Ro-Ro" means a roll-on roll off vessel of which certain cargo decks are accessible only by means of a ramp which is lowered onto the quayside and over which cargo is driven onto or off the vessel by means of the ramp.
- 1.1.74. "Safe Working Load" (SWL) means the accepted international standard used to certify the safe working load of any equipment and which terminology can be used to include any other accepted international safety standard in use when applicable.

- 1.1.75. "Senior vessel" means, in comparison to another vessel, a vessel nominated as required herein and sequenced in the terminal queue schedule, ahead of another in terms of the "First Scheduled, First Served" concept, attaining seniority as allocated by a terminal, after receipt of its five day firm nomination, and is not necessarily the vessel with the earliest arrival time at the port as captured on the TNPA arrival queue priority list.
- 1.1.76. "Slot Allocation" means the scheduling of particular berths by allocating a berthing window (slot) in accordance with the Customers planned export order sequence.
- 1.1.77. "Staggered Loading" means utilising one (1) ship loader per vessel while loading two (2) vessels simultaneously in the port of Saldanha.
- 1.1.78. "Shore crane" means a crane either in a fixed position, or rail mounted for traversing ashore as well as any mobile crane deemed to be standard terminal equipment for the purpose of lifting and transferring cargo from quayside to vessel and vice versa.
- 1.1.79. "Stand-by charges" means charges raised in respect of the costs of holding resources available where a vessel has been unproductive for a period of time and terminal staff are standing by, waiting recommencement of cargo working or in instances where a vessel elects to keep resources on stand-by for any reason whatsoever.
- 1.1.80. "Stevedore" means the party/ parties contracted by a vessel or cargo owner to work cargo on board a vessel and to operate vessel cranes.
- 1.1.81. "Terminal Discretion" means the exercise of a discretion by TPT to ensure the safe, efficient and productive operation of the Terminal in the first instance, with due regard for the interests of all stakeholders, as opposed to the interests of any individual stakeholder or vessel call, to the exclusion of the others. TPT General Manager Commercial and Planning and/or authorised senior management in consultation with the Terminal will have the final say in the exercise of such discretion and this will be confirmed in writing to the Customer. Senior management will endeavour to communicate the final decision outcome within 24 hours.
- 1.1.82. "Terminal Manager" (TM) is the official employed by TPT who is responsible and accountable for the overall management and operation of a terminal.
- 1.1.83. "Throughput contract" means capacity allocation at a specific terminal facility on the basis of shipping entitlement which is underpinned by a **guaranteed** volume performance contract by the customer.
- 1.1.84. "TNPA" means Transnet National Port Authority, a division of Transnet SOC Ltd.
- 1.1.85. "TNPA Berth Planner" means the Transnet National Ports Authority official responsible for the co-ordination of the physical berthing of vessels in accordance with the defined berth plan.
- 1.1.86. "Ton" means a metric ton.
- 1.1.87. "Transshipping" means the process of planning, landing and reshipping cargo either onto the same vessel or a different vessel in the same terminal and such cargo is manifested for such a transaction.
- 1.1.88. "Unplanned vessel" means a scheduled or opportunity vessel in respect of which no Phase II has been held but excludes vessels which may need to be re-planned.
- 1.1.89. "Unproductive vessel" means a vessel which has had cargo working interrupted or delayed for a period in excess of four (4) hours for any reason whatsoever and which will then be calculated to exceed its Phase II plan by more than eight (8) hours.
- 1.1.90. "Vessel crane" means a crane mounted on a vessel as part of the vessel's equipment, and employed in lieu of shore cranes.

- 1.1.91. "Vessel Nomination" means the official advice tendered by means of the ID100 nomination document, which must be telefaxed or emailed to the TNPA Planning Officer with a copy to TPT's CPO, by the Customer or his representative, whereby a specific vessel is nominated to call at a terminal at a specified time and date to work cargo and such vessel is thereupon required to maintain an acceptable schedule integrity (Referred to as Phase 1 Planning).
- 1.1.92. "Weather sensitive cargo" means cargo which by its nature cannot be worked due to it being adversely affected during the working process by particular weather conditions such as, but not limited to, rain or wind, and for which special contingencies and planning may need to be implemented by TPT.
- 1.1.93. "Working Vessel" means a vessel which has been planned, berthed and in respect of which cargo working is in progress.

2. PRE-BERTHING OBLIGATIONS OF THE CUSTOMER

2.1 Nomination criteria (Phase 1 process) The nomination of bona fide vessels for which specific cargo has been fixed is a pre-requisite for effective port planning and any nominations established to be speculative will be void and of no force and effect.

- 2.1.2. TPT has adopted the TNPA vessel nomination document, the "ID100", for the official nomination criteria. This does not preclude TPT from requesting additional information in the interests of better berth and cargo planning. Any such additional information will be tabled by the specific terminals and is not intended to infringe on the rights of any party and is considered confidential.
- 2.1.3. A vessel's nomination may be accepted subject to confirmation at the discretion of TPT from the time of dispatch of such notice, provided that such a nomination must be confirmed by the representative as required herein, failing which such nomination will lapse and be of no force and effect. If the nomination is accepted, TPT will advise the party tendering such nomination of such acceptance by close of business on the day following that of the nomination, or if the nomination is made on a Friday, on the Monday, following from that Friday or the next working day following any public holiday.
- 2.1.4. All vessels intending to call at a terminal for cargo working must adhere in all respects to the nomination process. This process requires the submission by the vessel or its representative, of a fully detailed and completed ID 100 form to both the TNPA Planning Officer and the CPO of the relevant terminal. The Vessel or their representative, as the case may be, is responsible for ensuring that the nomination process is correctly followed. This process is referred to as Phase I and does not necessarily entitle the nominated vessel to the nominated berth as the allocation may change leading up to vessel arrival to best suit any given situation to enhance vessel turnaround time.
- 2.1.5. The vessel or its representative is responsible for ensuring that the vessel vacates any berth on completion of cargo working and/or when requested to do so by TPT for any legitimate reason whatsoever.
- 2.1.6. Should a vessel change ownership and appoint a different representative this must be declared prior to the Phase II to enable TPT to identify the party responsible for

the planning on behalf of the vessel. The planned status of the vessel will not be affected provided that this clause and all other conditions relating to planning continue to be met.

- 2.1.7. Vessels may only be nominated for one (1) specific terminal at a time within a specific port. The speculative nomination of more than one (1) vessel, berth or terminal at a particular terminal or port, as the case might be, when the requirement is in fact for a single vessel, berth or terminal, is strictly forbidden and such speculative nomination will be considered null and void and the vessel will be obliged to commence the nomination process afresh.
- 2.1.8. The documents necessary for the nomination of a vessel must be submitted no less than fourteen (14) days before ETA. The minimum nomination period is, therefore, fourteen (14) days. Nominations received earlier than fourteen days in accommodating administration due to weekends, public holidays or container or automotive stack planning, will not serve as an indicator of vessel seniority by virtue of its ID 100 submission date and will not be shown on the Bar Chart. In these instances, and provided the ETA does not change by virtue of an ETA update received, then the nomination will automatically be defaulted at fourteen (14) days and shown on the Bar Chart. No verbal nominations will be accepted or scheduled on the Bar Chart.
- 2.1.9. Any nomination will only be valid for a period of twenty four (24 calendar days aggregate of 14 days for nomination and 10 days grace period), days from the original ETA date and time tendered, where after the nomination will lapse and be of no force or effect and subject to the following, a fresh nomination will be required.
- 2.1.10. Where a firm vessel arrives late and falls outside of the ten days grace period as mentioned in clause 2.1.9 above then the vessel will be treated in accordance with clause 4.2 as a late arrival and will be rescheduled accordingly and the nomination will remain in force subject to the vessel representative providing CPO with a written application for consideration. The relief sought will be upheld for a period for an additional 3 days (72 hours) and should no written representation be forwarded to CPO the vessel nomination will be deemed not bona fide.
- 2.1.11. Where a firm vessel has arrived at a port and has failed hatches, then the vessel will be rescheduled upon receipt of the fresh Notice of Readiness and the nomination will remain in force.
- 2.1.12. Where a firm vessel which has arrived at port limits and is waiting to be berthed due to a marine service delay or waiting on a berth to become available, then such nomination will remain in force.
- 2.1.13. Where a firm vessel is arriving late from any neighbouring African port or South African coastal port call, then such vessel must provide a daily update status of such late arrival to the CPO for the vessel to be rescheduled accordingly and such nomination will remain in force subject to the vessel representative providing CPO with a written application for consideration. Should no written representation be forwarded to CPO the vessel nomination will be deemed not bona fide.
- 2.1.14. Windows will be preliminary allocated on the Bar Chart upon receipt of the ID 100, but will only be firm and prioritised for seniority by TPT, using the updated ETA confirmation received from the vessel or representative, within five (5) days of ETA, with an accurate ETA

of within eight (8) hours. Should the final ETA change by more than eight (8) hours later than the original firm ETA, the vessel will be re-scheduled at the discretion of TPT to the next available berthing window, provided that no scheduled or planned vessel is prejudiced thereby and a default period of five (5) days from time of the firmed ETA at 00.01 will apply should no berth be available. The vessel will fall in behind any vessel already scheduled before 12.00 hours midday on the rescheduled date in the event of the default date being applied. A new nomination will not be required if rescheduling is to take place.

- 2.1.15. Once nominated, a vessel or representative must submit to the relevant CPO a written update of her ETA on the, 10th, 7th, 5th, 3rd, 2nd, and last day prior to her ETA. The day on which the ETA falls is excluded from the computing of the number of days. At day five (5) from ETA, the vessel must be firm and once firm, the planned suitable berth will be confirmed by TPT. It will not be necessary for a vessel which arrives early to submit a daily update provided that the arrival update indicates final notice of vessel arrival. Such vessel will, however, still be treated on the basis of an early arrival and planned in accordance with clause 4.
- 2.1.16. The firm nomination notice update of five (5) days as specified in clauses 2.1.10 and 2.1.11 above must be clearly endorsed as such, and unless specified elsewhere in these TOGs, will be the source information used by TPT in establishing vessel seniority. Any subsequent "firming" notices received for a vessel will simply serve as an ETA update and such vessel will be treated as either an early or late arrival.
- 2.1.17. Vessels arriving within a same eight (8) hour shift/period will at the discretion of TPT be treated on the basis of first come, first served, and the physical arrival at Port limits/outer anchorage will be factors taken into consideration in determining an outcome. The allocation of the berth will in any event take into consideration the factors of clause 2.2 which will guide any decisions in this regard.
- 2.1.18. A vessel needing to either increase or decrease cargo or make changes to the cargo mix at the request of shippers may do so but only up until five (5) days out from ETA. Any increases will be subject to Terminal approval in order to minimise any impact prejudicing any other scheduled vessel. Where a nominated vessel reduces its cargo mix by more than thirty (30) percent from its original nominated intention, then such vessel will be subject to a new nomination.
- 2.1.19. Vessels may be substituted from time to time provided that:
- 2.1.20. The vessel for substitution is presented to TPT for consideration and approval;
- 2.1.21. The vessel and cargo characteristics of the vessel presented for substitution does not differ from those of the vessel to be substituted
- 2.1.22. Should the vessel and cargo characteristics of the vessel presented for substitution differ from those of the vessel to be substituted, the vessel presented for substitution may, at the sole discretion of TPT, be accepted provided TPT is satisfied that its cargo working can be managed within the limitations of the original berthing window and berth;
- 2.1.23. The planned time for the substituted vessel on the berth compared to that of the vessel originally planned and its productivity is not negatively affected and the requirements of clause 2.4 are met; and

- 2.1.24. TPT has, in its sole discretion agreed in writing to such substitution.
- 2.1.25. Should it transpire that the substituted vessel or its cargo is not of the same physical characteristics and, as a result thereof, the cargo working of that vessel is delayed to the prejudice of any other scheduled or planned vessel, TPT may request the substituted vessel to vacate the berth. In any event TPT accepts no responsibility or liability, loss or claims for delays arising from any substitution and will not be held responsible for any delay in the berthing or working of the vessel or cargo or the consequences thereof.
- 2.1.26. The shipping line assumes the responsibility of informing the shipper/cargo owner of the transfer of scheduled or planned status rights as a result of any substitution and of any risks to loss of scheduled or planned status affecting any shipments. All other conditions of these TOGs remain applicable in such instances.
- 2.1.27. No substitution will be allowed after the firm five (5) day notice. Where, however, TPT in its sole discretion, permits the late substitution in the interest of efficient and optimal use of berth resources of a vessel already planned, then re-planning for the substituted vessel must take place before such vessel is berthed or before cargo working can commence. The substitution guidelines as defined through clauses 2.1.15 to 2.1.20 will remain applicable.
- 2.1.28. The vessel presented for substitution will be deemed to be substituted to the original planned berth of the vessel to be substituted. Should the vessel presented for substitution opt for an alternative berth or terminal, such substitution may be subject to the five (5) day re-scheduling guideline.
- 2.1.29. The acceptance of any vessel for substitution will be subject to the same cargo handling method as that originally planned for the vessel being substituted. (TPT may for example in times of berth congestion, at its sole discretion, allow a vessel to re-plan for an alternative cargo handling method, provided this does not affect other scheduled or planned vessels and then such vessel may be subject to a five (5) day default firm notice period.)

2.2. **Berth allocations and activities**

- 2.2.1. All berthing activities will be scheduled by the CPO in conjunction with the TNPA Berth Planner (as a co-ordinated function between these parties is necessary) and will be undertaken in accordance with the nomination process.
- 2.2.2. The CPO will determine the Terminal's cargo working schedule and allocate berthing windows on berths for the cargo working of nominated vessels in accordance with terminal capacity, nomination schedules and all relevant planning information as completed by the customer or representative in the TPT planning documents.
- 2.2.3. The allocation of a berth is at the discretion of TPT and will be based on, inter alia, the availability of resources, cargo availability, terminal stacking space and cargo logistics factors, and not necessarily solely on the availability of a berth. For example, but not limited to a vessel may be rescheduled to a later slot if the cargo is not available or vessel may be scheduled after firming to the first available and suitable berth on the bar chart.
- 2.2.4. If a planned vessel arrives in port and does not have at least 80% of its cargo in the terminal stack, and the balance available on road/rail inside the port, then the next arriving planned

vessel may be berthed ahead of the senior vessel. (Refer to rules applying to cargo: Clause 2.9).

2.2.5. A planned vessel which is not in possession of its ISPS clearance will forfeit its planned slot and will be re-scheduled at the discretion of TPT once such clearance is obtained.

2.2.6. All vessels which are working cargo at any TPT berth shall have preference over "lay bye" or "bunker" ships i.e. those vessels berthed or seeking to berth for reasons other than cargo working. All requests for berths by such vessels must be directed to the TNPA Planning Official, who will in turn plan and confirm acceptance of such arrangements with the CPO of the respective terminal.

2.3. **Hatch and vessel preparedness**

2.3.1. Where it is a requirement for a nominated bulk vessel to present a hold cleanliness certificate before cargo working can commence, this requirement must be declared at the Phase II for planning purposes.

2.3.2. Should it not be possible for a vessel to be surveyed before berthing due to it, for example not having hydraulic hatch covers, inclement weather or having to berth on arrival, the hold cleanliness certificate must be made available within the same two (2) hours as contemplated in clause 5.1.3 after berthing.

2.3.3. A vessel, having been declared to have failed hatches, will only be re-scheduled by TPT from the date and time of presentation of the certificate declaring the hatches as passed.

2.3.4. Vessels may not clean holds at working berths unless TPT in conjunction with the Port Environmental Officer and/or Marine Safety Officer has agreed thereto in writing. Where such an agreement is in place, no stand-by charges will apply provided that if, notwithstanding such agreement, resources have been booked in respect of the vessel, stand-by charges at the applicable rate will apply until such time as the vessel is ready to receive cargo.

2.3.5. If any vessel is called to berth and the hatch covers or ramps cannot be operated, then stand-by charges at the applicable rate will immediately apply until such time as the vessel is ready to receive cargo. After a delay of four (4) hours the vessel will be declared unproductive and at the discretion of TPT, may be requested to vacate the berth should the berth be required for other purposes. Such a vessel will need to be rescheduled before commencing or recommencing cargo working.

2.4. **Planning for cargo Working (Phase II)**

2.4.1. Cargo working planning, (Phase II), must take place with the CPO within the firm five (5) day notice period but no less than twenty four (24) hours prior to commencement of cargo working. Vessels will not be considered for berthing unless the Phase II has been held, provided that TPT may at its discretion allow the Phase II to be held later than specified above, if deemed to be in the interests of safe and efficient working, optimal use of terminal resources or if required as a result of its contractual commitments.

2.4.2. The meeting times for the Phase II will be arranged and scheduled by the CPO and the specific times are set by the relevant terminals within the time periods as described in clause 2.4.1.

- 2.4.3. Vessels may request a Phase II for a scheduled vessel that could commence cargo working on a weekend where it is evident that the balance of any cargo will arrive on a Saturday or Sunday or within an accepted and agreed time between the parties, so as not to cause delays to the planned cargo working schedule or in instances where a berth would be available to start cargo working sooner rather than wait for all the cargo to arrive and provided that no other scheduled or planned vessel is impeded.
- 2.4.4. All information regarding cargo working together with import and export orders and other necessary documentation must be made available at the Phase II. In cases where Saturdays, Sundays and/or Public Holidays render this impractical, TPT will set a time and date for submission of documentation and the holding of a Phase II, to meet planning requirements.
- 2.4.5. Where orders for whatsoever reason are not available at the time of the Phase II, the Phase II will consider all presented and outstanding orders (as if though they were available) for the purposes of planning only, in order to confirm the full expected port stay and berthing window. However, depending on the circumstances resources may not necessarily be allocated for those parcels minuted not to have orders ready at the Phase II.
- 2.4.6. The Phase II minute will reflect the late parcels.
- 2.4.7. No cargo working will commence on any late orders until such time as these are presented to the CPO.
- 2.4.8. Should late orders impact on the productivity of a vessel or berthing window by more than eight hours then such vessel may be requested to vacate and/or be re-scheduled.

2.5. Resource allocation

- 2.5.1. Resources required for cargo working must be agreed at the Phase II and will be supplied subject to the Terminal's limitations or constraints.
- 2.5.2. Written requests for the booking of resources must be submitted to the relevant CPO by no later than the Phase II.
- 2.5.3. The booking of additional resources as well as cancelling of resources must be in writing (faxed, emailed or hand delivered) and must be submitted to the relevant CPO. Notification must be submitted at least four (4) hours prior to the start of the relevant shift. TPT, in its sole discretion, may cancel or withdraw resources if satisfied that such resources are or will be underutilised, whether as a result of adverse weather conditions or the manner in which cargo working is being conducted.
- 2.5.4. Cancellation of resources allocated to a vessel which is due to start working on weekends or on public holidays, must be communicated to TPT in writing before 15h00 on the Friday, or the last business day before the public holiday, to enable TPT to cancel its resources timeously. Failure to do so will result in a minimum of four (4) hours being raised for stand-by charges for the vessel, determined by the number of resources allocated, per hatch, which have not been cancelled. Cancellation of resources on public holidays or on weekends for day shifts will result in a minimum of four (4) hours being raised and for night shifts, the full cost of the shift will be due and payable. Charges will not be raised in instances where TPT is able to redeploy the resources.

2.6. Documents

- 2.6.1. Phase II Forms and the Stowage Plan must be presented to the CPO at the Phase II. Any special requests or alterations to stowage plans must be submitted to TPT in writing and signed off by the CPO as acknowledged and incorporated in the original planning minute or amended planning minute. Should any outstanding documents prevent the planning of the vessel and in particular the heavy hatch, then such vessel will be re-scheduled.
- 2.6.2. Phase II's will be re-scheduled should any of the documents detailed in Clause 2.6.1 above not be presented, notwithstanding any late orders as described in clause 2.4.5.
- 2.6.3. Landing / Shipping documents must be accompanied by the South African Revenue Services (SARS) Electronic Data Interchange (EDI) release and Harbour Revenue Office original Stamps as well as TPT's Order Number.
- 2.6.4. The Customer or its representative bears the onus of ensuring that all documents are completed in full, correctly and accurately with sufficiently clear detail in order to instruct TPT on the cargo working required and to enable the Revenue Office to apply appropriate coding to cargo working/activities for billing purposes. Where failure to complete documents accurately and in full or failure to amend a document timeously and prior to completion of working of a vessel, results in documents not being processed, and/or a delay in cargo working, and/or the vessel being detained in accordance with Customs regulations, TPT may impose standby charges in respect of any such delay, and accepts no liability for any loss occasioned as a result thereof.
- 2.6.5. Where more than one (1) parcel of cargo is to be loaded and all shipping documents are not available in respect of certain cargo parcels to be loaded ("the late parcels"), these will only be shipped once the documents have been received, accepted and processed by the Harbour Revenue Office. (Refer also clause 2.4.7)
- 2.6.6. Documents for the late parcels may be presented while the vessel is working cargo and once received the Phase II minute will be amended accordingly. Allocation of resources, if not immediately available for loading late parcels, may be subject to twenty four (24) hours planning requirements. If, however, documents relating to late parcels are not yet presented and passed by the Harbour Revenue Office when loading is completed of the parcels for which documents are available and in order, then the vessel may be declared unproductive and will be treated as such. Late order charges may be applicable in accordance with section 3, clause 1.3 of TPT's Tariff Book.
- 2.6.7. Shipping/Landing documents must reach the Harbour Revenue Office by 15h00 Mondays to Fridays.
- 2.6.8. Orders arriving after 15h00 on Fridays will only be processed on the following Monday.
- 2.6.9. Where the documents for late parcels are presented at the Harbour Revenue Office after 15h00, arrangements can be made for processing of such documents after hours or over the weekend provided that at least six (6) hours' notice is given to the CPO of the intended late submission for the processing of such documents before the end of that working day.
- 2.6.10. Cargo which is not accompanied by documents or which is accompanied by incomplete and/or incorrect and/or inaccurate documents will not be shipped or released from the Terminal. It is the responsibility of the cargo owner or representative to ascertain which documents are required and to ensure that these are completed and produced.

2.6.11. Where a vessel is carrying split cargo which is manifested in a single document but which is intended for discharge at different terminals, an amending order must be passed for the cargo due for discharge at the first terminal and a new order must be passed for the remaining cargo due for discharge at the next terminal.

2.6.12. The representative must provide the "mates receipt" document to the CPO.

2.7. Order Amendments

2.7.1. Any changes, and/or requests, and/or notifications, and /or amendments to or relating to any order or document must be submitted in writing and processed at the Harbour Revenue Office. No verbal communication will be accepted in this regard. Changes to any documentation will not be effected or acted upon by TPT unless the affected document bears the SARS' Customs stamp of approval and is accompanied by an official SARS Voucher of correction (VOC). All changes must be accounted for in an amended "mates receipt". Where a SARS Electronic system is in operation, electronics releases and electronic VOC's will be the method adopted and accepted for order amendments.

2.8. Phase II Amendments

2.8.1. Any amendments to, request for amendment of, or instruction to amend a Phase II minute must be in writing, supported by an authorized name and signature and be submitted to the CPO by the responsible representative. Where amendments or instructions need to be carried out after normal office working hours, then an electronic email, or fax will be accepted as a means of communication by TPT, provided, due to real time requirements, that the Vessel or representative immediately follows this up with a telephone call or via a visit to the CPO in order to confirm that such instruction has been received. The CPO will then advise on the feasibility of enacting the amendment, provided that no other scheduled or planned vessel is prejudiced thereby and the vessel can complete cargo working as per the scheduled berthing window.

2.9. Cargo availability

2.9.1. It is imperative that 100% of liner and non-liner export cargo be made available by the Customer/ Agent prior to the berthing of a vessel so as not to delay vessels, impede other users of port and/or terminal facilities and to expedite the rotation of vessels on a berth.

2.9.2. In instances where all the non-liner cargo is not available, the planning and the berthing of the vessel will take place subject to the following:

2.9.2.1. TPT may, in its sole discretion, taking into account the overall efficiency and optimal use of the terminal, permit a vessel in respect of which not less than 80% of its export cargo is available, to berth, provided that this will not impede vessel working or cause delays to any other scheduled or planned vessels and provided further, that the shipping of that portion of the cargo which is not yet available ("late cargo") does not in the opinion of TPT prejudice the immediate cargo working.

2.9.2.2. In the event of such prejudice, the late cargo will not be considered as having been planned for shipping and will need to be incorporated into a re-plan upon arrival, if accepted.

- 2.9.2.3. Proof of cargo scheduling and of the time of its arrival must be provided to the CPO, which proof must confirm that such cargo is en-route and will arrive on time at the terminal. Exceptions may be made, in the sole discretion of TPT, where HBI cargo is concerned and delivery is scheduled from the producer located in close proximity to a port and directly to the quayside.
- 2.9.2.4. Should the late cargo fail to arrive on planned time, for any reason whatsoever, and the berth is required by another vessel, then the vessel causing the delay will be in default and will be directed to vacate the berth and will be rescheduled for the next available berth/slot after the cargo becomes available, and only if the vessel has opted to accept a re-plan for the late cargo and not depart from the port. The vessel causing the delay will be liable for all costs arising from or connected with such delay.
- 2.9.3. If the quantity of cargo is increased beyond what was agreed and planned at the Phase II, and if it affects the vessels ETD, such vessel will have to be re-planned provided that such re-planning does not, in the opinion of TPT, prejudice any scheduled or planned vessels.
- 2.9.4. The berthing of a vessel in respect of which not all the cargo is available may, at the sole discretion of TPT be allowed, provided the berth is not required by other scheduled or planned vessels. Should such vessel become unproductive and/or should the berth be required by another scheduled or planned vessel, then such vessel will be required to vacate the berth at its sole cost and expense.
- 2.9.5. Certain cargo is "ring-fenced" and planned for stockpiling adjacent to or close to a specific berth or series of berths for cargo working to optimize the use of terminal infrastructure and resources. By exception, at the sole discretion of TPT, a limited quantity of ring-fenced cargo, limited to 20% of the planned cargo, may be worked at berths which are not adjacent to or close to such cargo ("remote berths"), and will then be subject to the following:
 - 2.9.5.1. TPT will from time to time, in times of berth congestion, berth a vessel at a berth which is not in close proximity to the ring fenced cargo in which case TPT will bear the direct costs, and no other costs, of transporting such cargo from the designated storage area to the berth/s concerned.
 - 2.9.5.2. Where a vessel has been specifically planned to berth and work cargo at a specific berth within a series of berths adjacent to or in close proximity to the stockpile of cargo intended for the vessel, which will normally be its traditional berth/s of call, and the Vessel, Customer or representative wishes to berth at an alternative berth, not adjacent to or in close proximity to the stockpile intended for such vessel, permission for it to do so may, at the sole discretion of TPT, be granted in writing, provided that a written request for such alternative berthing is made to the CPO, and the requesting party accepts liability in writing for all the costs of the transfer of cargo from the relevant stockpile to the vessel, and provided further that TPT is satisfied that granting such consent will not impact adversely on the overall efficiency of the terminal operations in general and with regard to, inter alia, factors such as contamination of that or other cargo, production and resource availability.
 - 2.9.5.3. In each instance where a vessel has been berthed at an alternative berth in accordance with the wishes of the vessel, owner, operator or representative as contemplated in clause 2.9.5.2 above, the planned cargo working norm will be

reduced or increased to an agreed norm which is appropriate, taking into consideration the distances and resources available to transport the cargo.

- 2.9.5.4. In each instance where a vessel has been berthed at an alternative berth in accordance with the wishes of the vessel, owner, operator or representative as contemplated in clause 2.9.5.2 above, all vessel shifting costs which may arise as a result of such berthing, shall be for the sole account of the vessel, owner, operator or representative, as the case may be.

3. VESSEL PERFORMANCE AND MONITORING

- 3.1. Daily meetings (Phase III) are mandatory to monitor the progress of cargo working on all vessels in order to review performance, report on the maintaining of norms, and to inform corrective action for improvement and general communication on progress and daily forward planning in respect of the resource allocation should these materially change. Formal and binding Action Minutes must be agreed upon and retained on file. The Phase III minute must be filed at the commencement of the first shift for the following on twenty four (24) hours.
- 3.2. All vessels having completed cargo working, including all representatives and stevedores involved in the working of a vessel, either directly or indirectly, as contracted via the cargo owner (as the case may be), must hold a Phase IV within seventy two (72) hours after completion of a vessel, unless the relevant parties have agreed in writing to forego such meetings and to hold monthly meetings covering the port calls in each month. These meetings, the primary purpose of which is to discuss the performance, overall measurement and continuous improvement of vessel working are essential and mandatory in order to direct structured strategic feedback for Terminal Management intervention.

4. EARLY/ LATE ARRIVAL OF VESSELS

4.1. Early Arrivals

- 4.1.1. If a vessel, having met all the criteria in clause 2 above, does not maintain her ETA in that she arrives earlier than her planned ETA, the following will apply:
- 4.1.2. The vessel will be permitted to occupy her scheduled or planned berth provided it is available;
- 4.1.3. If the scheduled or planned berth is not available, the vessel must wait her turn for the scheduled or planned berth retaining her planned seniority;
- 4.1.4. If another suitable berth is available, the vessel may request and be re-planned to occupy the available berth provided that TPT at its sole discretion is satisfied that no aspect of terminal efficiency, including, but not limited to, the intended working of vessels, whether planned or otherwise, is compromised or adversely affected thereby; and
- 4.1.5. Stand-by charges will not apply on any early arrival vessel which is berthed but not yet working cargo and is waiting for the commencement of the planned shift to start.

4.2. Late Arrivals

- 4.2.1. If a vessel, having met all the criteria in clause 2 above, does not maintain her ETA in that she arrives more than eight (8) hours after her original planned ETA, such vessel may at the discretion of TPT be permitted to occupy the berth, provided that it is available and then only for the remainder of the time for which it was planned to be available and that such vessel must be in a seaworthy condition in terms of stability and security. The vessel must vacate the berth at its own cost when directed to do so by TPT if the berth is required for other purposes. Such vessel will in such event have to be re-scheduled to the next suitable and/or available berth, provided that it does not prejudice any other scheduled or planned vessel.
- 4.2.2. Should a berth not be readily available for the late vessel, the default position will be re-scheduled by the CPO on the basis of a five (5) day firm notice as defined in clause 1.1.68.

5. DELAYS TO VESSELS ON BERTH

Delays of a vessel on a berth in any of the circumstances contemplated in clause 5.1 below for more than four (4) hours will be dealt with as follows:

5.1. Delays caused by the vessel, its cargo, and /or its representative

- 5.1.1. Where a vessel has berthed and it is not ready to load within two (2) hours of such berthing, or if it needs to further clean, prepare, survey and/ or examine hatches before being able to load or is waiting on cargo, TPT, may after a delay of four (4) hours, in its discretion, order the vessel off the berth and all costs and expenses incurred thereby shall be for the account of the vessel. The vessel must ensure that it vacates the berth within two (2) hours of having been instructed by the CPO to do so; notwithstanding that such a movement may result in the vessel being moved as a dead ship. Failure to comply with such request will result in TPT requesting the TNPA to move the vessel forthwith. All costs and expenses thus incurred shall be for the account of the vessel.
- 5.1.2. A vessel as contemplated in Clause 5.1.1 which has spent time alongside any berth will attract stand-by charges at the applicable rate after four (4) hours. Should the vessel be instructed to vacate the berth as a result of it being deemed unproductive, stand-by charges will be payable from the commencement of the planned shift, including the two (2) hour grace period referred to in Clause 5.1.3 below. Stand-by charges will not apply in instances where resources were not booked.
- 5.1.3. A maximum of two (2) hours per vessel is allowed for hatch surveying and preparing hatches where after stand-by charges relating to such delay will apply. Stand-by charges will not be raised should the cargo not be load ready as a result of the fault of TPT.
- 5.1.4. Vessel delays (and performance), recorded per hatch, will be measured to obtain a net result of the terminal/vessel performance. The objective is to identify and reduce all avoidable delays and to plan for improvement and such plans must be discussed at Phase IV.
- 5.1.5. TPT does not accept responsibility or liability for any cost/demurrage incurred by a vessel as a result of the non-delivery of cargo by road or rail to any terminal or arising from any delay occasioned, whether by the delayed departure of the vessel concerned for any reason whatsoever from any other port, or otherwise.

5.2. Delays caused by weather

- 5.2.1. When cargo working is delayed by adverse weather conditions, a vessel will only be allowed to remain on berth at the discretion of TPT. Delays caused by adverse weather conditions may result in vessels being re-scheduled to berth at the same berth at a later time, or to berth at an alternative suitable berth which is available.
- 5.2.2. Where weather sensitive cargo is being worked and the vessel becomes unproductive due to adverse weather conditions, such vessel may at the discretion of TPT be requested to vacate the berth after a grace period of four (4) cumulative hours of weather delays across the vessel, at the vessel's sole cost and expense. Such a vessel will not lose its seniority and will be re-scheduled and returned to an available working berth as soon as circumstances allow, but may not prejudice a working vessel on any berth.
- 5.2.3. Where an unproductive vessel is alongside a berth which is not immediately required for any purpose, TPT may at its sole discretion, grant permission to the vessel to remain at such berth for as long as it is not required for any other purpose.

5.3. Suspension of work due to wind, adverse weather or sea conditions

- 5.3.1. TPT may cease cargo working if the wind speed is, in its opinion, such as to render continued cargo working unsafe or in instances where the integrity of the cargo or operation is at risk from other elements.

5.4. Dust sensitive cargo

- 5.4.1. TPT will, to the extent that it may be practically possible and/or desirable, endeavour to berth vessels due to work cargo known to be or which are susceptible to contamination or cargo likely to contaminate other cargo, sufficiently far apart to reduce the likelihood of contamination. Operational circumstances and other factors may, however, not always permit such berthing and TPT is not liable for any loss of or damage to any cargo occasioned by cross-contamination of cargo while vessels are working such cargo.
- 5.4.2. When a scheduled or planned vessel claims to be unable to work cargo as a result of a perceived danger of contamination of its cargo ("the unproductive vessel") by the cargo of another vessel working cargo, ("the other vessel"), the unproductive vessel in this case must cease operations and will be declared unproductive and may be required to move off the berth at its own cost and will follow the other vessel once the other vessel has completed working, notwithstanding that the unproductive vessel may be senior to the other vessel and provided that the unproductive vessel can then be worked productively.
- 5.4.3. Where two scheduled or planned vessels indicate that they are unable to work productively as a result of a perceived danger by each vessel of contamination of its cargo by the cargo of the other vessel, the junior vessel may be required to move off the berth at its own cost and will follow the senior vessel once the latter has completed working, provided that the junior vessel can then be worked productively.
- 5.4.4. In all circumstances TPT has the right, in its sole discretion, to cease cargo working and to require a vessel to vacate a berth at its own cost and expense and to be re-scheduled for later cargo working if, in the opinion of TPT, dust generated by cargo being worked on such a vessel poses a hazard of any nature to any party whatsoever, or the environment. In such event, TPT will endeavour to inform the Customer/ vessel or duly authorized representative of such decision in writing.

5.5. Delays caused by Force majeure

- 5.5.1. If a planned vessel is requested to vacate a berth due to Force Majeure its removal will not affect its right to the berth and it will be retained as a senior vessel, but at the discretion of TPT. Once the Force Majeure has ended, such vessel may choose to:
- 5.5.2. re-schedule to its original berth, if and when available, at the cost of the party responsible for its removal or; and
- 5.5.3. be re-scheduled to occupy a different available berth at the cost of the party responsible for its removal and no cross haul charges will accrue, although productivity may be affected. In each instance an ETA update will be required and the CPO will need to prioritise a suitable return berth accordingly. This may affect other scheduled or planned vessels, but TPT will not be liable for any claims arising from any delay occasioned thereby.

5.6. Delays occasioned by cargo

- 5.6.1. If a vessel is delayed for more than two (2) hours due to having to wait for road or rail transport to deliver the cargo, the relevant stand-by charges will apply to the cargo owner/representative in respect of any delay beyond the two (2) hour period.
- 5.6.2. If a working vessel is delayed for more than two (2) hours due to the unavailability of cargo occasioned by cargo delays attributable to an HBI, stand-by charges will apply to the cargo owner/representative, for any delay beyond the two (2) hour period or may be requested to vacate the berth after a delay of four hours. (Refer clause 5.1.1)
- 5.6.3. Stand-by charges will not be raised if any cargo delays experienced are due to the movement of cargo between TPT berths and while under the direct control of TPT. TPT will not be liable for any claims arising from any delay occasioned thereby.
- 5.6.4. TPT is not liable for any costs of any nature whatsoever, whether for demurrage or otherwise incurred due to the non-availability of cargo or for delays incurred at other ports which negatively affect the ETA of a vessel or for any other reason whatsoever.

5.7. Hatch separations (cocooning) and pay loading for exports

- 5.7.1. If a vessel is delayed as a result of it establishing cargo parcel separations (cocooning) in holds or through pay loading, or trimming, then stand-by charges will apply as follows:
- 5.7.2. In the case of separations and/or pay loading in holds not planned in the Phase II, then for each hatch, charges will commence immediately from the start of the delay;
- 5.7.3. In the case of separations and/or pay loading planned and agreed at the Phase II, then for each hatch, stand-by charges will commence after four (4) cumulative hours from the start of the planned delay. Where resources can be redeployed elsewhere by TPT either on the vessel or within the Terminal, then no stand-by charges will apply;
- 5.7.4. Vessels working cargo at bulk terminals will be allowed to pay-load or to undertake separations at a working berth provided prior arrangements are made with the CPO at the relevant terminal and provided that such activities do not impede any other planned operations; and

- 5.7.5. Should it become evident that delays may exceed eight (8) hours, a vessel may then be requested to vacate the berth and will be re-scheduled. In such instance shifting costs will be for the account of the vessel. Such vessel may also at TPT's sole discretion be subject to re-planning.

5.8. Recording of delays

- 5.8.1. The duration and cause of all delays planned or otherwise, to vessels of five (5) minutes or more must be officially recorded after the stoppage is noted. All stoppages must be summarised and reported at Phase III. The vessel representative, stevedore, and TPT representative must sign off the Phase III minute. In the event of a dispute arising, the matter will be referred to the TM for consultation with the affected parties and his/her decision will be final.
- 5.8.2. Each delay will be measured per working hatch to obtain the total of the delays in respect of the vessel concerned.

5.9. Redeployment of resources

- 5.9.1. The CPO reserves the right to redeploy resources from an unproductive vessel to other designated work areas until such time as such vessel can confirm her readiness to return to a state of planned productivity.

6. TERMINAL RIGHTS

- 6.1. In the interests of safe cargo working as well as orderly and efficient terminal working, TPT National Planning and/or their authorized delegate in consultation with operations, reserves the right to either berth, not to berth, or stop vessel loading/ discharging or request TNPA to remove the vessel as the case may be.
- 6.2. No vessel, cargo owner or representative may order or perform any cargo operations on any quayside other than those planned and agreed to with TPT.
- 6.3. TPT may refuse to work a vessel if the berth is required by another vessel if:
- 6.3.1. A vessel has failed to produce a Class Certificate for its gear/derricks/cranes and/or such gear/derricks/cranes prove to be incapable of handling the cargo;
 - 6.3.2. One or more of the vessel's cranes falls below the planned Safe Working Load as reflected on the vessel's crane certificates or below the number of swings specified in respect of a particular terminal;
 - 6.3.3. One or more of the vessel's cranes fails to lift/discharge the load within the specified carrying capacity as indicated by the Ship's Agent and/ or as agreed at the Phase II; and
 - 6.3.4. Where it is found that an ISO container is overweight, thereby impeding the lifting capacity of a crane, there will be no penalty against the vessel.

7. ARREST OF VESSELS, CARGO OR BUNKERS

- 7.1. Arrested vessels or cargo will only be cleared for loading and planned, subject to any instruction from the sheriff of the court relating to such arrest or the terms of any court order.

- 7.2. Where a vessel, its bunkers or cargo has been arrested, continued cargo working will be at the discretion of TPT, and subject to the directions of the sheriff and/or court out of which the arrest has been issued. Should cargo working be stopped, stand-by charges will immediately become applicable until such time as the vessel vacates the berth. The affected vessel will, however, subject to maritime safety, simultaneously be instructed after consultation with the sheriff to close hatches and vacate the berth to anchorage or another berth agreed upon by TPT and the TNPA. Once the arrest is lifted, such vessels will be re-scheduled for berthing on a five (5) day ETA update advice, or earlier if a berth is available, provided no other scheduled or planned vessel is affected.
- 7.3. Where a vessel has been arrested or has become known that the vessel will be arrested/attached prior to berthing at a TPT terminal, then in the event that the vessel requests to be berthed, prior permission MUST first be obtained from the respective Harbour Master by CPO.

8. SHIFTING OF VESSELS AND CARGO BETWEEN BERTHS

- 8.1. A vessel must provide the CPO with a minimum of nine (9) hours written notice of its intention to shift either cargo or the vessel between berths in order to enable TPT to plan in order to reduce, increase or reallocate resources accordingly. Failure to adhere to the stipulated time period will result in a minimum of four (4) hours stand-by charges being raised against the vessel.
- 8.2. If a vessel vacates a berth as described in Clause 8.1 above, cargo which has been re-claimed from any stockpile or storage area and loaded onto TPT transport for shipping will be returned to the relevant stockpile or storage area. Additional handling, plus transfer charges, in respect of cargo so returned to the stockpile or storage area will be raised for the account of the party requesting the shifting of the vessel.
- 8.3. A written request for shifting/moving of a vessel must be submitted to the CPO and TNPA Ship planning officer prior to shifting.

9. UNPRODUCTIVE VESSELS

- 9.1. Where a vessel is declared unproductive due to the vessel's fault, TPT reserves the right to request the TNPA to remove such vessel from a berth.
- 9.2. The removal costs will be for the account of the unproductive vessel.
- 9.3. After consideration of any planned delays then in all instances where a vessel is declared unproductive as per clause 1.1.89 stand-by charges at the applicable TPT Tariff book rate will be raised after a period of four (4) hours of unplanned stoppages subject to resources being on standby.
- 9.4. A vessel that deviates at any given time during cargo working by more than 30% from its phase II will require the immediate convening of a planning meeting between the Customer and TPT to address the matter in order to gauge the situation and implement feasible corrective measures which may include the rescheduling of the vessel.

10. CARGO, SECURITY & HARBOUR MOBILE CRANE CRITERIA

10.1. Dispatch of cargo

- 10.1.1. Arrangements and planning for the dispatch of all landed cargo from the terminal by the Customer/representative must occur at the Phase II to avoid storage charges being raised.

10.2. **Retention of cargo**

- 10.2.1. Cargo will not be allowed to remain in the terminal unless a written agreement is reached on the terms on which it will be permitted to remain in the terminal. Should cargo remain in the terminal in the absence of such written agreement or beyond any agreed time, TPT may have the cargo removed at the Customer's sole cost and risk and to raise storage charges at the rate applicable thereto from time to time, or to treat such cargo as having been abandoned and may deal with it in accordance with the provisions of section 6 (Schedule 1) of the Legal Succession to the Transport Services Act, 1989. In such event, TPT will incur no liability for any loss of or damage to such cargo and is entitled to full indemnification from the Customer for any costs or loss incurred by TPT in relation to or as a result of TPT having dealt with such cargo.

10.3. **Miscellaneous Services**

- 10.3.1. All work done or services rendered over and above those normally associated with the activities which are the subject of the Phase II requirements/ cargo working, are subject to additional charges which will be raised by means of the issuing of a Miscellaneous Services Note (MSN).
- 10.3.2. All requests for additional services (Miscellaneous Service Request: MSR) must be in writing and directed to the CPO. Following the acceptance of the MSR, a Miscellaneous Service Note (MSN) will be used as a source document for billing.
- 10.3.3. Customers, shipping lines or their representatives may not directly request or instruct any of TPT's employees or machine/equipment operators to execute any function whatsoever. All instructions must be given in writing through the CPO.
- 10.3.4. If a MSR is not submitted to the CPO and a service or services has/had been rendered or is required, then the TPT berth manager must immediately inform and confirm the rendering of such service to the representative in writing by way of e-mail, fax or hand delivery within 24 hours of the service having been provided or 24 hours after vessel completion. The TPT Operations Manager will raise the MSN for the extra services carried out and submit it to the CPO or amend the Phase II minute for endorsement.

10.4. **Security**

- 10.4.1. All TPT Terminals subscribe to the ISPS code standards and Transnet conditions of Entry.

10.5. **Cargo pre-assembled prior to shipping**

- 10.5.1. All terminal inbound cargo for export will be planned for pre-assembly in areas designated by the terminal and the norm will be to berth the vessel at the berth closest to the cargo. Liner cargo must be pre-assembled at the closest point to usual liner berths of call.

10.6. **Cargo Dwell Time**

- 10.6.1. The time allowed for cargo to remain on terminal grounds without charge, ("the free period") is determined by the provisions of the tariff book or any commercial agreement between the

Customer and TPT, and once such free period has expired the Customer is obliged to remove the cargo if TPT so requires. Failing such removal, such cargo may be treated as having been abandoned and dealt with under the provisions of section 6 (Schedule 1) of the Legal Succession to the Transport Services Act 1989.

- 10.6.2. TPT may, at its discretion, instruct a Customer to remove cargo that has remained in the terminal for longer than one (1) month, or may transfer the cargo to the State Warehouse at the sole cost and risk of the Customer. In every such event, storage, handling and all other costs as may be applicable will be raised and become payable by the Customer. TPT, in dealing with such cargo, will for all purposes be deemed to be the appointed representative of the Customer, but TPT will not be liable for any claims howsoever arising from any act or omission by TPT in relation to such cargo.
- 10.6.3. TPT may remove any cargo which has not been removed from the Terminal despite the Customer having been requested/ instructed to do so, and such removal is at the Customer's sole cost and risk. (Refer 10.6.1 above)
- 10.6.4. Uncleared cargo in Ro-Ro Automotive terminals will be sent to a "virtual state warehouse" after seven (7) days and all costs incurred thereby shall be for the sole account of the Customer, and the risk in and to such cargo will at all times remain with the Customer.

10.7. Stacking / Stockpile

- 10.7.1. Cargo may not be placed or dumped on or near any quayside other than in accordance with the provisions of the Phase II minute relating to such cargo. If cargo is placed or dumped at or on any quayside or adjacent areas otherwise than in accordance with the provisions of the Phase II minute relating to such cargo, all costs incurred in respect thereof, whether relating to or arising from the compliance with environmental requirements, inconvenience or interruption to the working of other vessels and/or its storage or removal will be borne by the Cargo owner/representative or the responsible party as the case may be.
- 10.7.2. All cargo held in the Terminal must be stacked according to the order of Port of destination, or the vessel or the contractual agreement. If the Port of destination or vessel is changed while cargo is already in stack then all costs incurred in sorting and/or weighing and/or movement and/or re-labelling of such cargo, as a result of such change, will be for the account of the party which made such request. To the extent which may be relevant, the provisions of Clause 10.3 above will apply in such instance.
- 10.7.3. Excavators and other equipment with steel tracks will not be allowed to be driven over any quayside or terminal area, unless rubber mats are provided to protect the terminal road surfaces adequately and any damage which may eventuate from such movement shall be for the account of the Customer.
- 10.7.4. TPT reserves the right to alter the terms and conditions of stacking space requirements should the need arise.

10.8. Material Safety Data Sheet/ IMBSC CODE

- 10.8.1. The Customer must advise TPT of all the characteristics and nature of its cargo, the method of its handling and all risks associated therewith, by submitting a detailed Material Safety Data Sheet in advance of the planning and the delivery of cargo to the CPO. Information pertaining to the IMBSC code requirements must also be provided.

10.9. Transhipments

- 10.9.1. Any cargo in respect of which both landing and shipping movements take place within the same Terminal will be regarded as transhipment cargo.
- 10.9.2. Direct ship to ship transhipments require the prior approval of TNPA as well as that of TPT. In such cases a surcharge will be raised by TPT for the occupation by the transhipment vessel of a berth and for utilizing terminal time.
- 10.9.3. Cargo not transhipped within seven (7) days (excluding cargo subject to commercial agreements), of the discharging vessel having been posted by the TNPA in its journal as having arrived, shall, be regarded as cargo landed and shipped and storage charges will become payable in respect thereof.
- 10.9.4. The vessel or representative is required to:
 - 10.9.4.1. State the name of the discharging vessel; and
 - 10.9.4.2. State the name of the loading vessel.
 - 10.9.4.3. In the case of transhipment containers, submit separate lists for containers destined for:
 - 10.9.4.3.1. The same terminal;
 - 10.9.4.3.2. The outside terminal (export / import); and
 - 10.9.4.3.3. Submit transhipment documents to the CPO at least seventy two (72) hours prior to the vessel's ETA.

10.10. Road Motor Transport (RMT)

- 10.10.1. TPT reserves the right to approve the use of authorized motor vehicle transport (AMV), as defined in the Standard Terms and Conditions for all Visitors to the Ro-Ro, Break-bulk and Agricultural, Bulk and Ro-Ro Automotive Terminals of TPT, to deliver cargo to the Terminal.
- 10.10.2. If cargo is permitted to be delivered by AMV, bookings must be made in writing with, and approval must be obtained from the CPO. The relevant booking document is available from the Terminal.
- 10.10.3. Where TPT has introduced electronic data interchange systems such as "Navis" for the purposes of booking RMT, then attaining pre-advice bookings to schedule RMT slots via the electronic system will be a prerequisite for all planning relating to RMT. The procedure will be communicated by the terminals where and when applicable.

10.11. Abnormal Cargo

10.11.1. Abnormal cargo is cargo which exceeds any one of the measurements below. Heavy operating skips are excluded and are classified as standard port operating equipment:

Mass 30 metric tons (30 000 kilograms)

Length 12 metres

Width 2.5 metres

Height 2.87 metres

10.11.2. Cars, trucks, trailers and machinery on own wheels will only be dispatched or received in daylight.

10.11.3. Abnormal cargo will not be staged on the quayside other than for pre-assembly and then at the sole discretion of TPT and will not be loaded onto rail wagons unless Transnet Freight Rail has especially agreed thereto in writing. Abnormal cargo is handled at the Customer's risk and TPT accepts no liability for any loss or damage to any such cargo, howsoever arising. The Terminal Operator must approve the discharge of abnormal cargo onto a quayside or it being loaded onto an AMV and such approval is subject to arrangements have been made to the reasonable satisfaction of TPT for the handling and carriage of such abnormal cargo by the importer or exporter thereof.

10.11.4. Abnormal cargo which is landed directly onto an AMV must leave the terminal cargo working area within four (4) hours of landing. Failure to do so will result in such abnormal cargo being treated as indirect cargo, notwithstanding such cargo remaining loaded on AMV trailers, and the Terminal Handling Charge (THC) for indirect loading as well as relevant storage charges will apply.

10.11.5. Abnormal cargo handling must comply with the vessel and terminal's safety standards as well as the conditions described in the Tariff Book. Exceptions to not handle any abnormal cargo at night will be tabled by the TM with reasons pertaining thereto. All necessary safety requirements must be signed off by TPT Terminal management, TPT safety officer and vessel representative involved in the handling of abnormal cargo.

10.11.6. Any abnormal cargo planned for direct landing onto waiting AMV's, which is then found to have been landed on the quayside, will be removed by the terminal using appropriate terminal equipment and staged away from the quayside by TPT. The cost incurred in doing so shall be for the vessels account or that of its representative. TPT shall not be liable for any loss or damage to such cargo howsoever arising.

10.11.7. TPT may weigh and/or measure cargo and any cargo which exceeds the standard cargo maximum measurements set out in Clause 10.11.1 above will be deemed abnormal cargo. A surcharge and/or the applicable tariff will be raised in such instances.

10.12. **Mate's Receipts**

10.12.1. On completion of loading a parcel of cargo, TPT will obtain a signed Mate's receipt from the Master of the vessel in respect of the cargo received from TPT and the Master is obligated to provide such signature to TPT. Any discrepancies must be signed off by TPT and the Master.

10.12.2. A vessel must not leave a berth without the Master or Chief Officer of the vessel first signing the Mate's Receipt.

10.12.3. Should, however, a vessel depart a berth without a Mate's Receipt signature having been obtained, despite all reasonable efforts by TPT to obtain such signature, then all the cargo listed on the shipping order will be deemed to have been loaded on board the vessel and shipped accordingly by TPT. TPT shall be exempt from liability in respect of any discrepancies and claims that may arise as a result thereof.

10.13. Flat-Rack Containers

10.13.1. Cargo delivered on a flat-rack container ("flat rack") is manifested as a container and is processed as such in terminal records. Should cargo be removed from the flat-rack and dispatched/shipped separately without the flat-rack, such cargo will be treated and processed as break-bulk cargo in the terminal records. The flat-rack from which such cargo has been removed will be treated as a separate container attracting container related charges.

10.14. Third Party Equipment

10.14.1. No person (natural or legal) other than an employee mandated by TPT will be allowed to hire cargo handling equipment to service a vessel or to perform any Terminal handling activities within TPT's Terminal boundaries, including the working of small craft, but excluding leasehold operators in Maydon Wharf. Where circumstances require that outside contractors be employed, this will be managed on a case by case basis by TPT.

10.15. Harbour Mobile Crane ("HMC")

10.15.1. All HMC's are available for direct hire by vessels for vessel cargo working purposes. Commercial rates are available from the respective terminals.

10.15.2. One or more of the terminal's HMC's may be deployed on request from the vessel if the vessel equipment fails, is inadequate or if productivity benefits will be evident.

10.15.3. TPT may proactively at its own discretion and at its own cost after consultation with the vessel make recommendations to keep a vessel from becoming unproductive and where in doing so will result in tangible turnaround benefits to a vessel under one or more of the following conditions:

10.15.3.1. to work abnormal cargo or heavy lifts; or

10.15.3.2. to replace unproductive vessels cranes; or

10.15.3.3. to work the heavy hatch or the whole vessel

10.15.4. Where a HMC will be required to work the vessel, the relevant order document must be endorsed accordingly, clearly stating the hatch and cargo for which the HMC is required.

10.15.5. If the HMC is not available the Customer may at its sole cost and expense procure a HMC from a third party, provided that prior written approval is obtained from TPT and the TNPA. Documents authorizing the hire of a HMC must be forwarded to CPO for consideration. The order form for the hiring of the HMC must be processed through the CPO. Landing/shipping documents must be endorsed accordingly in respect of the cargo that will require the use of the HMC for reconciliation for billing purposes.

10.15.6. If the efficient working of the HMC as agreed at the Phase II is impaired by delays such as separations, hatch cover removals, sorting of cargo inside a hatch or any other delay not attributable to TPT, which significantly slows the working of the HMC, TPT may at its sole discretion declare the deployment of the HMC to be wasteful and cancel the booking and/or raise separate hire charges in accordance with HMC hire rates for the handling of Abnormal Cargo or Heavy Lifts.

10.15.7. Nothing contained in this clause 6.15 shall be interpreted as placing any obligation whatsoever on TPT to provide any HMCs in the circumstances envisaged in this clause 10.15.

PROVISIONS APPLICABLE TO SPECIFIC PORTS/ TERMINALS

11. Saldanha Terminals incorporating:

11.1. Bulk Terminal, Port of Saldanha (BTS)

11.1.1. Operating hours and shift times

11.1.1.1. Mondays to Sundays;

11.1.1.2. Morning and day shift from 07.00am to 19.00pm;

11.1.1.3. Night shift from 19.00pm to 07.00am.

11.1.2. BTS general information

11.1.2.1. All iron ore vessels are handled on a first scheduled, first served basis. However, crude oil tanker movements are given priority by the TNPA. The berthing schedule will be as contained in the ETA plan which also considers the berth restrictions. Priorities of the Port will always take precedence.

11.1.2.2. Vessels arriving on the same day will, at the discretion of TPT be treated on the basis of first come, first served, in accordance with the relevant ETA advices and commencement time of the vessels' nominated lay days. For example: if the first vessel arrives on 25/08/20YY at 10h00 with start of lay days on 26/08/20YY and the second vessel arrives on 25/08/20YY at 22h00 with start of lay days on 25/08/20YY the second vessel will start loading first.

11.1.2.3. All vessels must be cleared in accordance with the ISPS prior to entry. (A minimum of ninety six (96) hours must be allowed for obtaining clearance prior ETA).

11.1.2.4. The geographical position and physical layout of the Port of Saldanha gives rise to the Terminal operating under open sea conditions. The wind and ocean swells are factors which must be considered by any vessel planning a BTS port call.

11.1.2.5. During the winter months of May, June, July and August, the wind conditions are predominantly Northeast with rain.

11.1.2.6. During the summer months of November, December, January and February, the wind conditions are predominantly South East in the mornings, swinging to the South West in the afternoons.

- 11.1.2.7. Saldanha is periodically affected by heavy swell conditions, particularly during winter months. This may affect vessels alongside causing excessive movement which may result in the parting of moorings. In extreme conditions, vessels will be put to anchor or stand out at sea until conditions moderate. All costs occasioned thereby will be for the sole account of the vessels.
- 11.1.2.8. BTS consists of two parallel iron ore berths, namely Saldanha Berth to the North and Langebaan Berth to the South.
- 11.1.2.9. The jetty consists of twenty five caissons joined by a platform and is approximately 991.65 meters long and joined to the North shore of the harbour by a 3 100m causeway.
- 11.1.2.10. Bulk ore loading is undertaken by means of two luffing, slewing and travelling ship loaders, fed by conveyor belts at a loading rate of up to eight thousand (8,000) tons per hour (tph), per ship loader, with peaks of ten thousand (10,000) tph per ship loader.
- 11.1.2.11. Vessels presented for loading at the BTS are subject to the following port and terminal limitations:
 - 11.1.2.11.1. The maximum air draft is twenty two (22) meters;
 - 11.1.2.11.2. The minimum beam is thirty two (32) meters;
 - 11.1.2.11.3. The maximum draft in the channel is twenty point five (20.5) meters and all deviations to this will be managed at the discretion of the Harbour Master.

11.1.3. **Vessel requirements**

- 11.1.3.1. All vessels must be classed under the IACS.
- 11.1.3.2. All vessels calling at the BTS for loading cargo are subject to TPT's approval and will only be accepted for loading if the proposed vessel meets the following minimum requirements:
 - 11.1.3.2.1. vessels must be gearless;
 - 11.1.3.2.2. the berthing of vessels with mast poles will be permitted at the discretion of TPT, whose written authorisation for such berthing is required. Detailed information of such a vessel is a required from the Customer or representative and such information must be presented to TPT, and a period of one (1) working day must be allowed for confirmation of the acceptance of such vessel. The decision to proceed will be effective immediately.
 - 11.1.3.2.3. the minimum vessel cargo uplift is restricted to eighty thousand (80 000) tons;
 - 11.1.3.2.4. vessels must not have centre beams or bulkheads in any holds or hatchways intended to be loaded;

- 11.1.3.2.5. vessels must be single deck self-trimming;
- 11.1.3.2.6. each vessel must have a minimum 3 star "Rightship" rating for carrying iron ore in bulk;
- 11.1.3.2.7. vessel hatches must be of the mechanical type and of such a design and construction so as not to impede the operation of the Terminal's ship loaders;
- 11.1.3.2.8. vessels must have sufficient de-ballasting capabilities to allow the BTS to achieve the standard load rates applicable to vessels of that size as set out in 11.1.3.2.9 below. The de-ballasting performance of vessels will be monitored by the BTS and poor performers may be rejected as potential future nominees for the BTS;
- 11.1.3.2.9. vessels must be capable of loading iron ore at the rate of eight thousand (8,000) tons per hour (tph) for a single loading operation and fifteen thousand (15,000) tph for a dual loading operation, loading into two separate holds simultaneously, subject to vessel's stress plan and its stability;
- 11.1.3.2.10. The ISMBC code is applicable to all vessels calling at the BTS.

Vessel Age and Inspections

- 11.1.4.1. The maximum permissible age of a vessel scheduled for loading at the BTS is twenty (20) years from ex dock yard.
- 11.1.4.2. Inspections must be conducted on vessels at the port of Saldanha at the instance and cost of the vessel operator, by independent surveyors as follows:
- 11.1.4.3. All vessels between fifteen (15) and twenty (20) years must be inspected at least once a year on first arrival;
- 11.1.4.4. If during the inspection, any defects are recorded, then if required, the vessel will be subject to re-inspection should it again call at the BTS for cargo working.
- 11.1.4.5. The minimum inspection requirement must entail a survey of the following:
 - 11.1.4.5.1. Hull inspection, prior to boarding, by boat;
 - 11.1.4.5.2. Inspection of all documents/certificates;
 - 11.1.4.5.3. Inspection of decks, hatch coamings, hatch-covers, and hatch-securing system during daylight;
 - 11.1.4.5.4. Hatches must be presented in a closed and battened down condition (all cleats or similar securing devices must be in position).

- 11.1.4.5.5. The physical entering and inspection of a hold may only be done during daylight hours.
- 11.1.4.5.6. All ballast tanks must be pressed up, except forepeak (F.P) ballast Hold(s) and after peak (A.P) at vessels discretion.
- 11.1.4.5.7. If a vessel cannot comply with clause 11.1.4.5 above, then such non- conformance must be proven via a printout of the load indicator under "harbour conditions".
- 11.1.4.5.8. If topside tanks (TST's) have become slack due to rolling on passage or for any other reason, these have to be pressed up prior to entering the Port of Saldanha.
- 11.1.4.5.9. The surveyor may request de-ballasting or slacking of certain tanks in order to inspect the interior or request to open "void" spaces within.
- 11.1.4.5.10. The Customer must appoint an independent surveyor to conduct the mentioned survey as per clause 11.1.4.3 above and all costs associated therewith will be for the vessels' sole cost and expense.
- 11.1.4.5.11. Inspections at the Port of Saldanha must be done as far as practically possible, within the Saldanha inner anchorage and not alongside the Ore berth.

Vessel Nominations and Lay Day Periods

- 11.1.5.1. Customers shall allocate lay cans to planned shipments on the basis of their shipping entitlement and submit such information to the BTS by the latest thirty (30) days prior to shipment.
- 11.1.5.2. Nominations, (vessel's details and relevant certificates) must be received at the BTS no later than 16h00, Mondays to Fridays to allow for processing during office hours (08h00 to 16h00).
- 11.1.5.3. Vessels nominated with no lay day periods or at short notice will be deemed to be opportunity vessels and should such nomination be accepted, a berthing slot will be determined at the discretion of TPT.
- 11.1.5.4. Vessels which arrive before the commencement of the lay day period may only be berthed before the lay day period commences, by agreement with the Customer and provided it will not prejudice any other vessels with an earlier commencement of lay day periods.
- 11.1.5.5. A vessel which arrives after the lay day period has expired shall be berthed in sequence based on the vessel's arrival date and time.
- 11.1.5.6. Subject to clause 2.1.9, a nominated vessel may only be substituted by an alternative vessel with more or less the same parcel size, and if not less than fifteen (15) days' notice of the intended substitution is tendered to the BTS and

provided the ETA of the alternative vessel is not earlier than that of the vessel originally nominated, and provided further that TPT agrees to such substitution.

Vessel Nomination notices

- 11.1.6.1. The Customer or representative must provide the BTS with a vessel nomination twenty one (21) days prior to the ETA of that vessel.
- 11.1.6.2. The Customer or representative, must further provide the BTS with written ETA updates at fifteen (15) days, ten (10) days, seven (7) days, four (4) days, three (3) days, two (2) days, twenty four (24) hours and twelve (12) hours before the ETA.
- 11.1.6.3. The Customer or representative must immediately inform the BTS in writing of any deviation in excess of twenty four (24) hours from the ETA.
- 11.1.6.4. The Customer, or representative must advise the BTS as early as possible, but not later than seventy two (72) hours before the ETA, of the following:
 - 11.1.6.4.1. the final tonnage required, types of ore and the number and size of consignments or parcels;
 - 11.1.6.4.2. the final stowage plan and cargo mass in tons as well as the loading sequence based on the requirement of either utilising a single or dual loading cargo operation;
 - 11.1.6.4.3. the forward and aft draft of the vessel on arrival and estimated draft forward and aft for departure;
 - 11.1.6.4.4. vessel de-ballasting time required;
 - 11.1.6.4.5. whether the vessel is an oil or ore carrier or an oil bulk and ore carrier, and whether or not it is in possession of a gas free certificate.
- 11.1.6.5. Should a vessel not pass a survey and repairs need to be effected, the vessel NOR will be null and void and the NOR must be re-tendered after repairs have been effected and a surveyor has approved the vessel. Once a fresh NOR is received, the vessel's planning for cargo operations will be determined and scheduled at the discretion of TPT.
- 11.1.6.6. Any vessel with a beam of thirty two (32) to thirty eight (38) meters will be restricted to berthing at the at the northern "Saldanha berth".

11.1.7. Hold Cleanliness

- 11.1.7.1. A survey of hold cleanliness must be undertaken by a surveyor appointed by the Customer.

11.1.7.2. The minimum guidance norms for cleanliness are as follows:

11.1.7.3. If previous cargo carried by the vessel was iron ore lump or fines, or iron ore from other sources, holds must be swept clean, including hold sides;

11.1.7.4. If previous cargo carried was not iron ore, holds must be washed clean and dried.

11.1.7.5. No cleaning of vessel holds will be permitted at the BTS berths.

11.1.7.6. If berthed and the holds are not passed as clean, the vessel must vacate the berth at the Owners expense and will only be accepted for loading after receipt of a certificate issued by an independent Marine Surveyor at Saldanha indicating that the vessel holds are clean, dry and free of contaminants, whereupon a fresh NOR shall be tendered and the vessel's planning for cargo operations will then be determined and scheduled at the discretion of TPT.

11.1.8. **Vessel Loading**

11.1.8.1. In instances of either single loading where only one ship loader is employed per vessel or dual loading where two ship loaders are employed per vessel, the Customer or representative must provide the BTS CPO with the single or dual loading vessel plan at least one (1) day prior to vessel loading.

11.1.8.2. The loading of one consignment or parcel of a specific grade of iron ore must be completed before the loading of the next consignment or parcel can commence.

11.1.8.3. The separation of consignments or parcels within holds cannot be catered for.

11.1.8.4. Should a vessel stop loading for the purposes of de-ballasting ("the de-ballasting vessel"), TPT reserves the right to discontinue planned loading and redirect the loading operation to an alternative vessel and continue loading that such other vessel for a minimum of eight (8) hours before resuming loading the de-ballasting vessel.

11.1.8.5. Should a vessel cease operations more than once for the purposes of de-ballasting or for any other reason whatsoever, then the vessel will be declared unproductive, will lose its seniority and will have to wait until such time as TPT at its sole discretion deems it fit to recommence cargo working to the vessel.

11.1.8.6. Stoppages attributable to the vessel are not taken into account in calculating the BTS loading rate/norm.

11.1.8.7. Weather stoppages are also not taken into account when calculating the BTS loading time.

11.1.8.8. The total mass of Iron Ore loaded into a vessel as consigned, is the mass determined by a draft survey conducted on the vessel.

11.1.8.9. No hatch covers may be closed whilst final drafts are being read by the surveyor.

11.1.8.10. The maximum permissible sailing draft of a vessel at the Port of Saldanha is twenty point five (20.5) metres.

11.1.8.11. The Customer or representative must ensure that 100% of the export cargo is available in the stacking area prior to berthing of the customer's vessel.

11.1.9. Unacceptable vessels

11.1.9.1. The BTS is entitled to reject for future loading any vessel that has failed to comply with any of the conditions required and as set out in this clause 11.1.

11.1.10. General

11.1.10.1. A vessel alongside the ore berth or at anchorage shall not immobilize engines unless authorized to be so by the TNPA and in any event not before receipt of a surveyor clearance.

11.1.10.2. Vessels shall provide sufficient lights on board for night loading and shall be responsible for opening and closing of hatch covers.

11.1.10.3. The BTS may from time to time, in consultation with the Customers, require a vessel to vacate a berth for operational or safety reasons, and no claim for any loss or damage arising out of or in connection with such a requirement may be asserted against TPT.

11.1.10.4. The vessel or representative must ensure that a TNPA marine service is arranged for sailing the vessel not later than one (1) hour after the completion of loading.

11.1.10.5. The BTS will from time to time schedule mandatory plant maintenance shut downs in accordance with an annual plan. No extensions to delay any shut down period will be entertained.

11.2. Multi-purpose Terminal, Port of Saldanha

11.2.1. Operating hours and shift times

11.2.1.1. Mondays to Fridays:

11.2.1.1.1. Morning: 07.00 to 15.15;

11.2.1.1.2. Afternoon: 15.00 to 23.15;

11.2.1.1.3. Night: 23.00 to 07.15.

11.2.1.1.4. Weekend shift times:

11.2.1.1.5. Day 07.00 to 19.15;

11.2.1.1.6. Night 19.00 to 07.15.

11.2.1.1.7. The terminal will close at 19.00 hrs before any public holiday and opens at 07.00 hrs the day following such holiday.

11.2.2. **Vessel nomination**

11.2.2.1. In order to maximise throughput, the order of working for vessels calling at the Multi-purpose terminal at the Port of Saldanha to pick up bulk loads (currently limited to manganese ore and iron ore) will be scheduled for berths 203 and 204 using a slot allocation system. The slot will be determined by TPT with the forecast provided by Customers in advance and allocations will be made taking into consideration factors such as berthing window (refer to clause 1.1.4 on definition of berthing window), stockpile readiness, train scheduling, berth maintenance periods and contracted volume entitlement on a rotational basis notwithstanding all other conditions as required in these TOGs. All other vessel nominations will follow section 2.

11.2.2.2. All vessels must comply with the provisions of the code in relation with IMSBC.

11.2.3. **Bar Chart**

11.2.3.1. The Terminal will provide and maintain a long term planning bar chart of thirty (30) days indicating the slot allocations as jointly determined between TPT and the Customer.

11.2.3.2. TPT will endeavor to update the Bar Chart daily, Mondays to Fridays, in order to enhance accuracy on windows over the shorter term based on prevailing conditions such as, but not limited to, norms achieved, availability of cargo, terminal infrastructure maintenance, vessel delays, marine delays and weather.

11.2.4. **Lay Day period**

11.2.4.1. The Customer must provide TPT with the vessel lay can dates at the time of the fourteen (14) day nomination.

11.2.4.2. All vessels must comply with a lay can period of ten (10) days.

11.2.4.3. Should a vessel's ETA fall back it may at the sole discretion of TPT forfeit berthing seniority if it will significantly prejudice the next planned vessel or operations efficiency in the terminal. In such instance vessels not arriving on time to meet the allocated slot will be treated as a late arrival and will be re-scheduled at TPT's discretion to another suitable slot.

11.2.5. **Vessel requirements**

11.2.5.1. All vessels calling at the terminal for loading will comply with the configuration and limitations of the respective berth infrastructure as declared by TNPA.

11.2.5.2. For the purposes of working cargo via conventional skip loading must as a minimum have 30 ton (SWL) cranes.

11.2.5.3. The Cargo Owner or representative must ensure that one hundred percent (100%) of the export cargo is available to TPT in the stacking area prior to berthing of a vessel.

11.2.6. **General**

11.2.6.1. The vessel or representative must ensure that TNPA marine services are arranged for sailing a vessel not later than two (2) hours after the completion of loading.

12. **Cape Town Terminals incorporating:**

12.1. **Multi-purpose Terminal, Port of Cape Town**

12.1.1. Operating hours and shift times

- 12.1.1.1. Mondays to Fridays:
- 12.1.1.2. Morning: 06.30 to 14.30;
- 12.1.1.3. Afternoon: 14.30 to 22.30;
- 12.1.1.4. Night: 22.30 to 06.30.
- 12.1.1.5. Weekend shift times:
- 12.1.1.6. Saturdays day 12 hrs from 06.00 to 18.00;
- 12.1.1.7. Saturday night 12 hrs from 18.00 to 06.00;
- 12.1.1.8. Sunday day 12 hrs from 06.00 to 18.00;
- 12.1.1.9. Sunday night 12 hrs from 18.00 to 06.00;

12.1.2. **Diversion of Deep Sea Container vessels**

12.1.2.1. TPT, in the interests of maximising Port capacity and in dealing with wind bound vessels at the Container terminal, has undertaken to divert vessels from the Container Terminal to MPT. In doing so TPT will consider the interests of all stakeholders and the scheduling and planning of diverted vessels will consider the call size, stack availability and all relevant factors so as to limit prejudicing any normally scheduled MPT vessel calls.

13. **Port Elizabeth Terminals incorporating:**

13.1. **Ro-Ro, Break-bulk & Agricultural Terminal,**

13.1.1. **Operating hours and shift times**

- 13.1.1.1. Operating Hours:
- 13.1.1.2. Standard operating of two X 8 hour shifts;
- 13.1.1.3. Two X 12 hour shifts on client request.
- 13.1.1.4. Shift times: Standard 8 Hour shifts
- 13.1.1.5. Morning shift: 05h50 – 14h20;
- 13.1.1.6. Afternoon shift: 13h50 – 22h20;
- 13.1.1.7. Requested 12 hour shifts
- 13.1.1.8. Day Shift: 06h00 – 18h00;
- 13.1.1.9. Night shift: 18h00 – 06h00;
- 13.1.1.10. During vessel working, the Terminal will operate on two x twelve (12) hour shifts to meet the requested twenty four (24) hour cargo working. The landside activities will operate between the hours of 07h00 and 23h00. Any requests from Customers to work additional cargo on the Terminal landside outside of these hours will, in the sole discretion of TPT, be managed on an ad hoc basis at a specified overtime rate.

- 13.1.2. Written notice of cancellation of resources allocated to a vessel which is due to start working on weekends or on public holidays, must be given to TPT in the case of a weekend, before 12h00 midday on the Friday or on the last business day before the public holiday. (refer clause 2.5.4)

13.2. **Bulk Terminal, Port of Port Elizabeth**

13.2.1. **Operating hours and vessel planning**

- 13.2.1.1. Operating Hours
 - 13.2.1.1.1. The Bulk Terminal operates a single berth for twenty four (24) hours a day.
 - 13.2.1.2. All bulk ore vessels will be scheduled using a slot allocation system. The slot will be determined by TPT with the assistance of the Customers and allocations will be made taking into consideration factors such as berthing window (refer to clause 1.1.4 on definition of berthing window), stockpile readiness, train scheduling, maintenance periods and fair opportunity on a rotational basis notwithstanding all other conditions as required in these TOGs.
 - 13.2.1.3. All vessels must be cleared in accordance with the ISPS prior to entry. (A minimum of ninety six (96) hours should be allowed for obtaining clearance prior ETA).
 - 13.2.1.4. All vessels must be cleared in relation with ISMBC.

13.2.2. **Bar Chart**

- 13.2.2.1. The Terminal will provide and maintain a long term planning bar chart of ninety (90) days indicating the slot allocations as jointly determined between the Customer and TPT.
- 13.2.2.2. TPT will endeavour to update the Bar Chart daily, Mondays to Fridays, in order to enhance accuracy on windows over the shorter term based on prevailing conditions such as, but not limited to, norms achieved, plant performance and maintenance, vessel delays, marine delays and weather.

13.2.3. **Lay Day Periods**

- 13.2.3.1. The Customer must provide TPT with the vessel lay can dates at the time of the fourteen (14) day nomination.
- 13.2.3.2. All vessels must comply with a lay can period of ten (10) days.
- 13.2.3.3. The Customer must endeavour to ensure that the fixed end date of the lay can falls no later than two (2) days before the allocated slot as indicated on the Bar Chart.
- 13.2.3.4. Vessels not arriving on time to meet the allocated slot will be treated as late arrival in terms of clause 4 and will be re-scheduled at TPT's discretion to another suitable slot.

13.2.4. **Vessel requirements**

- 13.2.4.1. All vessels calling at the bulk terminal for loading cargo are subject to TPT's approval and will only be accepted for loading if the proposed vessel meets the following minimum requirements:
 - 13.2.4.1.1. the berthing of vessels of less than thirty thousand (30,000) Dead Weight Ton (DWT) and/or vessels with mast poles will be permitted at the discretion of TPT, whose authorisation for such berthing is required. Detailed information of such a vessel is required from the Customer or representative and such information must be presented to TPT, and a period of three (3) working days must be allowed for confirmation of the acceptance of such vessel. The decision to proceed will be effective immediately.
 - 13.2.4.1.2. Vessel hatches must be of the mechanical type and of such a design and construction so as not to impede the operation of the Terminals ship loaders.
 - 13.2.4.1.3. Vessels must have sufficient de-ballasting capabilities to allow the Terminal to achieve the standard load rates planned for a vessel of that size. The de-ballasting performance of vessels will be monitored by the terminal and poor performers may be rejected as potential future nominees for the terminal.
 - 13.2.4.1.4. Vessels must be capable of loading manganese at the rate of two thousand (2,000) tons per hour (tph).

13.2.5. Vessel Age and Inspections

- 13.2.5.1. The maximum permissible age of a vessel scheduled for loading at the bulk terminal is twenty five (25) years from date of ex dock yard. TPT may in its sole discretion, and after receipt of a written request from the Customer, agree to waive this requirement, provided that TPT is satisfied that such waiver will not impact negatively on safety and/or the optimal use of terminal resources.

13.2.6. Vessel Nomination Notices

- 13.2.6.1. All export documentation must be presented to TPT at least twenty four (24) hours prior to the berthing of the vessel.
- 13.2.6.2. All cargo re-claiming instructions must be made available to TPT at least twenty four (24) hours prior to the berthing of the vessel.
- 13.2.6.3. The cargo owner/ representative must provide a written loading plan and sequence for each vessel at least twenty four (24) hours prior to the berthing of the vessel.

13.2.7. Berth Firming

- 13.2.7.1. The Bulk berthing window will be scheduled upon receipt of the Customer's shipping schedules and the vessel name will be confirmed by submission of the ID 100. The window so allocated will only be firmed by TPT on a preliminary basis, using the updated ETA confirmation received from the vessel or representative five (5) days before ETA. The final firming will only take place using the updated ETA confirmation received from the vessel or representative within three (3) days before ETA, with an accurate ETA of within eight (8) hours. Should the final ETA change by more than eight (8) hours later than the final firm ETA, the vessel will be re-scheduled at the discretion of TPT to an alternative window on the berth or to follow on if the berth was still occupied, provided that no scheduled or planned vessel is prejudiced thereby. In this instance, the default period will be a three (3) day firm period.

13.2.8. Vessel Loading

- 13.2.8.1. Delays and stoppages attributable to the vessel will not be taken into account in calculating the Terminal loading time.
- 13.2.8.2. Weather stoppages will not be taken into account when calculating Terminal loading time.
- 13.2.8.3. The total mass of manganese loaded into a vessel as consigned, is the mass determined by a draft survey conducted on the vessel.
- 13.2.8.4. The Cargo Owner or representative must ensure that one hundred percent (100%) of the export cargo is available to TPT in the stacking area prior to berthing of a vessel.

13.2.9. General

- 13.2.9.1. A vessel alongside the manganese berth or on anchorage must not immobilize engines unless authorized by the TNPA to do so and in any event not before receipt of a surveyor clearance.
- 13.2.9.2. Vessels shall provide sufficient lights on board for night loading and shall be responsible for opening and closing of hatch covers.
- 13.2.9.3. TPT may from time to time, after consultation with the Cargo owners, require a vessel to vacate a berth for operational or safety reasons, and no claim for any loss or damage, arising out of or in connection with such a requirement may be asserted against TPT.
- 13.2.9.4. The vessel or representative must ensure that TNPA marine services are arranged for sailing a vessel not later than two (2) hours after the completion of loading.
- 13.2.9.5. The Port Elizabeth Bulk terminal will from time to time schedule mandatory plant maintenance shut downs in accordance with an annual plan. No extensions to delay any shut down period will be entertained.

14. **East London Terminals incorporating:**

14.1. **Ro-Ro, Break-bulk & Agricultural Terminal**

14.1.1. Operating hours and shift times:

14.1.1.1. The terminal operates 2 x 8 hour shifts

14.1.1.2. Shift 1: 07h00 to 15h00

14.1.1.3. Shift 2: 15h00 to 23h00

14.1.1.4. During vessel working the Terminal operates two x twelve (12) hour shifts to ensure a twenty four (24) hour cargo working. The landside activities will remain between the hours of 07h00 and 23h00. Any requests from Customers to work additional cargo on the Terminal landside outside of these hours will, in the sole discretion of TPT, be managed on an ad hoc basis at a specified overtime rate.

14.1.2. First Come, First Served:

14.1.2.1. Due to limited volumes handled at the terminal, vessels are scheduled for berthing on a first come, first served basis.

14.1.2.2. Vessels calling to work bulk agricultural products will be scheduled on a slot system as directed and agreed with TPT.

14.1.3. Dust Sensitive cargos

14.1.3.1. The Port of East London has specific conditions which have a bearing on bulk agricultural cargo being loaded and unloaded. Should Easterly Winds prevail, the terminal will, at its sole discretion, cease operations if in its opinion dust becomes problematic and cannot be controlled. The cessation of cargo working in such circumstances is for environmental reasons to minimise dust emissions into the

West Bank residential area and TPT does not accept liability for any claims arising from such stoppages.

15. Maydon Wharf Berth Planning Rules¹

15.1. Objectives

- 15.1.1. improve berth utilisation;
- 15.1.2. improve turnaround times;
- 15.1.3. to provide more equitable, transparent and user-friendly rules;
- 15.1.4. to provide efficient berth planning rules that address problems experienced by the Berth Planner under the current rules;
- 15.1.5. to clearly define berth planner's rights over any other rights;
- 15.1.6. to introduce the concept of integrated planning that will coordinate all activities on the berth side and to assist the Berth Planner;
- 15.1.7. to coordinate the berth planning with marketing, physical planning, security and SHEQ activities under the guidance of integrated planner;
- 15.1.8. to monitor cargo volume throughputs, productivity, dwell times, environmental conditions, operational and non-operational times, regulations and legislation.

15.2. Rights

15.2.1. Leasehold Rights

- 15.2.1.1. This is a right that allows a tenant lease a site within TNPA property and to handle and store specified import and export related cargo.

15.2.2. Landing and Shipping Rights

- 15.2.2.1. This is the right that allows the leaseholder to import and export cargo over the berth using own stevedores.
- 15.2.2.2. Landing and shipping rights will be granted in terms of new signed commercial leases.

15.2.3. Preferential Berthing Rights

- 15.2.3.1. This is a right given by TNPA to a leaseholder in order to handle a specified cargo over specific berth(s) under special conditions.
- 15.2.3.2. Preferential berthing rights will be accorded to parties listed below:

¹ TNPA – Port Of Durban – New Maydon Wharf Berth Planning Rules – October 2003

- 15.2.3.2.1. High-volume clients provided that notification of the 72 hours prior to vessel arrival has been given to the Berth Planners;
- 15.2.3.2.2. leaseholders on special-purpose berths with fixed bulk/liquid bulk infrastructure and equipment, provided that notification of at least 72 hours prior to vessel arrival has been given to the Berth Planners;
- 15.2.3.2.3. any amendments to the above notifications will result in a new notification being allocated, thereby forfeiting the original one. Notifications and amendments thereof must be in writing;
- 15.2.3.2.4. exception with regard to notification of arrival times will be 48 hours in the case of Agriport.

15.2.4. **Berth Issues**

15.2.4.1. **Berths**

- 15.2.4.1.1. Berth will be designated by large numbers as opposed to both numbers, possibly reducing them from the current 15 berths to approximately 9 future berths.
- 15.2.4.1.2. There will be no lay-by berths in Maydon Wharf. Exceptions can be made in the case where berths are vacant and shifting or removal of the vessel will be at owners' risk and expense.

15.2.5. **Dedicated Berths**

- 15.2.5.1. No leaseholder will be granted dedicated berthing rights and TNPA will retain control over all berths.
- 15.2.5.2. Approximately 30 metres from the quay wall landward will no land be leased to any leaseholder.

15.2.6. **Compatibility**

- 15.2.6.1. Compatible commodities will be handled within the same cluster to relieve contamination and to regulate product handling within clusters. TNPA will reserve the right to allocate vessels to a berth in such a way, as not to interfere with operations in the adjoining berth(s), implying that vessel handling incompatible cargo will not be handled simultaneously and adjacent to each other.
- 15.2.6.2. In the event of a cluster not being able to handle the product will lease conditions prohibiting the cluster from handling of product, TNPA will reserve the right to assign additional handling rights to an alternative cluster to relieve any congestion that may result.

15.2.7. **Stakeholders**

15.2.7.1. **Berth Planner (Harbour Master)**

- 15.2.7.1.1. A berth planner refers to an employee of TNPA that plans and allocates vessels to berths; this function will reside in the Harbour Master's Office.
- 15.2.7.1.2. The berth planner will be working on a first plan first serve principle that implies that and unplanned vessels cannot be accommodated before the planned vessel.
- 15.2.7.1.3. In the event that two vessels are planned and one amends its arrival time, the other will be served first, if it maintains its original arrival time, irrespective of which arrives first.
- 15.2.7.1.4. In the event where two vessels are planned and both amend their arrival times, the vessels will be handled on a first-come first-served principle, to facilitate quicker turnaround times.
- 15.2.7.1.5. The vessels that stay longer than their planned days on the berth will lose their status and may be required to move to another berth, if available or to the outer anchorage in order to avoid delays to the planned vessels. This will be done at the Berth Planner's discretion and at the owner's cost.
- 15.2.7.1.6. Unplanned vessels will be handled on a first come first serve principle and would have to vacate the berth at least three hours before the arrival of the planned vessel so as to avoid delays.
- 15.2.7.1.7. The vessels that warp (shift position on the berth) without a written permission from the Berth Planner will be held liable for all resulting shifting and delay costs incurred by other affected parties. Vessels with fixed appliances on the quay must submit their exact position on the quay to the Berth Planner together with the plans, failure to do so, will result in cancellation of the vessel plan.
- 15.2.7.1.8. The vessels with dual planned cargo will be handled in the planned order with respect to time and berths and any changes will result in the application of Clause 15.2.7.1 together with its Sub Clauses.
- 15.2.7.1.9. All agents are to submit a fully completed ID 100 document at 20 days as well as at 72 hours prior to the arrival of the vessels after which they are required to update the Berth Planner Every Morning before 12h00, until the vessel arrives at the outer anchorage. Non-compliance and incomplete information will result in the vessel losing its plan status and treated as an unplanned vessel. Vessels amending the plans will have to submit new ID 100 document for new plans. Vessels accepting new cargo will have to submit new ID 100 document for a new cargo as well as plan additional berthing time on the berth, depending on the availability of the bed, alternatively they will have to wait for the next available. All stipulations under this Clause will be enforced at the Berth Planner's discretion.
- 15.2.7.1.10. The berth planner will have absolute rights, which will supersede any other rights, economic or otherwise, in order to ensure safe handling and navigation of vessels including carrying hazardous cargo.

15.2.8. **Integrated Berth Planner**

15.2.8.1. The integrated berth planner (IBP) will be responsible for commodity monitoring, documentation processing, efficient berth utilisation turnaround times, etc. Further to this, the IBP will serve as a liaison between the parties listed below:

- 15.2.8.1.1. Physical Planning Bracket Planning and Development) who will be responsible for statistics reconciliation between the various sources, performance indicators (berth utilisation, turnaround time, etc) and infrastructure planning and/or provision;
- 15.2.8.1.2. Berth Planning (Harbour Master) who will be responsible for activities as captured in section 15.2.7.1 above;
- 15.2.8.1.3. Security who will be responsible for addressing theft, illegal substances/property and vagrancy issues;
- 15.2.8.1.4. Safety, Health, Environmental and Quality (SHEQ) ,Monitor and who will ensure adherence to Occupational Safety, Health, and Environmental legislation and/or any other applicable regulations.

16. Durban Terminals incorporating:

16.1. **Maydon Wharf Agri Ro-Ro Terminal, Port of Durban**

16.1.1. **Applicability of Clause 11**

Clause 15 above applies only in respect of the terminals situated at Maydon Wharf, Port of Durban. In the event of a conflict between clause 15 and clauses 16.1 and 16.2, the provisions of clause 15 enjoy precedence to the extent that they deal with matters in the exclusive domain of the TNPA, while the provisions of clauses 16.1 and 16.2 enjoy precedence to the extent that they deal with matters in the exclusive domain of TPT.

16.1.2. **Operating hours and shift times** (Agri Ro-Ro)

- 16.1.2.1. Mondays to Fridays:
- 16.1.2.2. Morning: 06.00 to 14.00
- 16.1.2.3. Afternoon: 14.00 to 22.00
- 16.1.2.4. Night: 22.00 to 06.00
- 16.1.2.5. Weekend shift times (Saturdays & Sundays):
- 16.1.2.6. Day 06.00 to 18.00 (12hrs)
- 16.1.2.7. Night 18.00 to 06.00 (12 hrs)

16.1.3. **Conditions applicable to Planned Vessels**

- 16.1.3.1. Phase II's are held on Mondays to Thursdays and by exception on Fridays but only by prior arrangement. It is the responsibility of the Customer/ representative to request and arrange Friday meetings.
- 16.1.3.2. In respect of vessels working on any Public Holiday, the Phase II must be held not less than forty eight (48) hours, or such other time as may be agreed before cargo working commences.
- 16.1.3.3. Should the vessel experience any engine problems on route to a Terminal, this must be notified to TPT prior to the Phase II. Should the vessel wish to conduct any repairs while on the berth, permission must be obtained from TNPA and TPT in writing by the submission of an Immobilization form.
- 16.1.3.4. All vessels working a combination of leasehold and TPT cargo at any berth from MWT 1 to 15 must ensure that a Phase II meeting is held prior to the vessels arrival. Such vessel must ensure that adequate planning is effected before the vessel takes up its berth in order to avoid the simultaneous working of TPT and leasehold cargo in any one hatch. "Adequate Planning" means that the vessel's representative must ensure that either one parties' cargo is worked to completion, before commencement of working another party's cargo in the same hatch.

16.1.4. **Vessel Nominations**

- 16.1.4.1. All cargo tonnages declared as cargo to be worked by TPT on a firm 5 day ID100 will be binding and charged for in full, notwithstanding that not all, or none of such cargo may be worked.
- 16.1.4.2. Should the cargo as nominated and split between TPT and a leasehold operator change from the time of the firm ETA, TPT at its sole discretion reserves the right to reschedule the vessel.
- 16.1.4.3. All hazardous break-bulk, bulk cargo and containers must be declared on the ID 100 and will be handled as per the Port approved hazardous handling procedures.

16.1.5. **General Operational Conditions**

- 16.1.5.1. Imported and exported vehicles will not be driven by TPT's personnel. Vehicles will be inspected, tallied and accounted for by TPT only once the vehicles have reached the TPT dedicated staging area.
- 16.1.5.2. The landing/shipping of any abnormal cargo at MWT, requires the written authority of the TNPA.
- 16.1.5.3. Vessels & stevedores must ensure that all vessels' gear complies with the relevant technical and safety laws and standards and must have the relevant test certificates and authorisations for these available for inspection.
- 16.1.5.4. TPT will not commence working general cargo on Saturdays, Sundays or public holidays where the cargo volume is less than five hundred (500) metric tons per twelve (12) hour shift, or in the case of ISO containers, is less than seventy (70)

containers per twelve (12) hour shift. Alternative arrangements may be made for such cargo working, in the sole discretion of TPT and provided a written request is made and agreed to in writing. Overtime charges for such cargo working will be payable to TPT.

- 16.1.5.5. Where delays in cargo working by a leasehold operator result in TPT having to work cargo on a weekend or public holiday and where such working was not originally planned, any/or all additional costs of the resources required for cargo working not originally planned for such weekend or public holiday will be for the account of the vessel/representative.
- 16.1.5.6. Should a vessel choose to work outside the demarcated MWT area, conveyance charges and any related consequential costs will be for the account of the vessel/representatives.
- 16.1.5.7. Where a vessel nominates a berth situated within the TPT terminal for working cargo, other than cargo stored or handled or otherwise serviced by TPT, a special request by such vessel must be made in writing to TPT to provide security personnel to open the security gates to allow road access through the TPT terminal.
- 16.1.5.8. All vessels which intend to work leasehold cargo and which nominate a berth adjacent to the area adjoining the Maydon Wharf TPT terminal must advise the CPO of such nomination in order to facilitate the scheduling of other vessel calls. Failure to do so may lead to a berth being double booked with resultant vessel delays for which TPT accepts no responsibility or liability.
- 16.1.5.9. Any vessel calling at a Maydon Wharf TPT berth, whether to work leasehold or TPT cargo, must attend a Phase II for proper planning and berth rotation.

16.2. **Durban Agricultural Terminal Maydon Wharf**

- 16.2.1. The facility at this Terminal is designed to accommodate agricultural bulk products.
 - 16.2.1.1. The handling of import/export cargo through this Terminal is based on operational requirements at the sole discretion of TPT and requires that storage space be booked in advance with TPT or its representative and the requirements for such booking processes are available directly from the terminal.
 - 16.2.1.2. The slot will be determined by TPT with the forecast provided by Customers in advance and allocations will be made on a rotational basis notwithstanding all other conditions as required in these TOGs taking into consideration factors such as but not limited to berthing window, stockpile readiness, train scheduling, berth maintenance periods and Throughput contract.

16.2.2. **Shipping/intake figure For Agricultural Products:**

16.2.2.1. The Terminal will weigh all agricultural products to or from vessels on its shipping and intake scales or in the absence thereof via a draft survey. When AMV tippers are used as a method of discharge then the road weighbridge will be utilised to ascertain the weights. These tonnages are used for billing/invoicing purposes as well on reports submitted to third parties (e.g. South African Grain Information service.)

16.3. **Ro-Ro Automotive Terminal: Port of Durban**

16.3.1. **Operating hours and shift times**

- 16.3.1.1. Mondays to Fridays:
- 16.3.1.2. Morning: 06.00 to 14.00
- 16.3.1.3. Afternoon: 14.00 to 22.00
- 16.3.1.4. Night: 22.00 to 06.00
- 16.3.1.5. Saturdays, Sundays and public holidays:
- 16.3.1.6. Day: 07.00 to 17.45
- 16.3.1.7. Night: 18.00 to 05.45

16.3.2. **Phase I nomination**

- 16.3.2.1. At the time of nomination the vessel or representative must provide the port rotation of cargo, weight of cargo and any IMCO class cargo details.
- 16.3.2.2. All vessels nominated as required herein must provide a daily update from and including day fourteen (14) from ETA, the purpose of which is to enhance stack predictability.
- 16.3.2.3. The berth will be firmed using a five (5) day firm nomination update.
- 16.3.2.4. Nominations may be submitted up to 60 days from ETA.
- 16.3.2.5. Should vessels compete for the same berth and arrive at outer anchorage as contemplated in clause 2.1.10, the following matters will be considered when assigning priority:
 - 16.3.2.5.1. in consultation with the lines, which vessel should be given priority based on suitable berth availability, cargo availability, terminal capacity, vessel working hours and any other information deemed relevant.
 - 16.3.2.5.2. Should no agreement arise pursuant to clause 16.3.2.3.1 the vessel with first NOR (arrival time) as recorded by Port Control - TNPA will be given priority, where both vessels are deemed to be unplanned.

- 16.3.2.5.3. During the validity period of this guideline and until further notice, TPT are in process of executing expansion activities at the Durban Container Terminal, and a strategy is in place to divert certain Container Lines to the Durban Ro-Ro (DRT) terminal and in particular to "D" berth. The container vessels so designated for diversion are nominated under the Container Terminal Operating Guidelines and as such will from time to time be incorporated on the DRT bar Chart by TPT.

16.3.3. Phase II Planning

- 16.3.3.1. Phase II's will be held in accordance with the following guidelines and the information set out below must be sent to the CPO prior to the Phase II:

- 16.3.3.1.1. The Ro-Ro Terminal Provisional Phase II Document must be submitted to the Ro-Ro CPO during office hours, five (5) days prior to arrival.

- 16.3.3.1.2. A provisional booking list, detailing all cargo, including any High, Heavy and/or static units must be supplied five (5) days prior to vessel arrival. Such booking list must be updated on a daily basis.

- 16.3.3.1.3. The discharge sequence of cargo and manifests must be supplied to the CPO three (3) working days prior to the vessel's arrival.

- 16.3.3.1.4. A Pre-load plan / load sequence plan must be supplied together with the Phase I (5 day firm nomination). A final Pre-load plan / load sequence Plan must be supplied 24 hours prior to the Phase II.

- 16.3.3.1.5. Phase II's will be held on Monday – Friday at 14h00, on the day prior to the vessel's arrival. Should a vessel plan to arrive on a Sunday or Monday, the Phase II meeting will be held on the preceding Friday using provisional figures, with final figures being confirmed and electronically mailed to attendees at an agreed upon scheduled cut-off time for this information.

- 16.3.3.1.6. Phase II's will not be held on 1 May, 25 December and 1 January of each year, or on any Saturdays or Sundays.

- 16.3.3.2. At the Phase II, the following matters will be discussed and recorded in the Phase II minute and all previous information and documentation supplied must be updated accordingly:

- 16.3.3.2.1. The confirmed berth allocation;

- 16.3.3.2.2. Cargo volumes cleared for discharging and loading including the following information as supplied by the Line:

- 16.3.3.2.3. The number of new units;

- 16.3.3.2.4. The number of second hand units;

- 16.3.3.2.5. The number of High & Heavy units;

- 16.3.3.2.6. The number of Static pieces/packages onboard;
- 16.3.3.2.7. The number of "Mafi" trailers for discharge or loading inclusive of marks/prefixes for "Mafi's"/bolsters being loaded, as well as details of any "Mafi" trailers that may need to be shifted between the berths or used as service trailers;
- 16.3.3.2.8. The number of units of transshipment cargo to be loaded/discharged;
- 16.3.3.2.9. The number of Re-stow units, both direct and indirect together with the commencement time and duration of the operation. Failure to disclose this information will impact negatively on planning, giving rise to unproductive cargo working which will result in the vessel having to be re-planned;
- 16.3.3.2.10. Details of any specialized cargo as well as handling requirements for that cargo;
- 16.3.3.2.11. The prevailing available Ro-Ro Terminal capacity as well as any prevailing constraints must be highlighted;
- 16.3.3.2.12. The Terminal will supply a bay plan indicating where the Import / Export units are to be planned and placed in the terminal. Export units must be identified by make, model, Port of Discharge and if required, by final destination;
- 16.3.3.2.13. Updated Booking on exports and Manifest import lists must be supplied to the terminal;
- 16.3.3.2.14. Shipping and trans-shipping orders must be confirmed by TPT as processed and passed, and documentation which is identified as being required but which has not yet been received will be requested from the representative at the Phase II meeting for follow up by that representative;
- 16.3.3.2.15. Time on the berth must be agreed, including the estimated time for vessel cargo working commencement and completion. This must provide for sufficient time for the vessel to complete working;
- 16.3.3.2.16. The rate per hour for the discharge and loading operation must be planned, which will be dependent on the cargo mix and proximity to the pre-assembled cargo in relation to the allocated berth;
- 16.3.3.2.17. Where Export units are involved, the loading sequence must be agreed and planned accordingly;
- 16.3.3.2.18. The number of drivers, leadsman and flagmen (quayside/terminal) must be allocated by Durban Ro-Ro in conjunction with the Line for the discharge and load operations;
- 16.3.3.2.19. The number of lanes required must be determined and allocated according to availability;

- 16.3.3.2.20. All equipment requirements must be determined;
- 16.3.3.2.21. The Shift Roster inclusive of contact details must be determined and communicated;
- 16.3.3.2.22. The condition of cargo must be confirmed and recorded by both TPT and the vessel;
- 16.3.3.2.23. Only cargo which has valid shipping and/or transshipment orders in place will be included in the Export consignment list for export.

16.3.3.3. Berth allocation is subject to the following practices:

- 16.3.3.3.1. If there is any cross haulage of cargo, the costs for the cross haulage of High, Heavy and Static cargo is for the account of the party who requested that the vessel berth at a berth other one defined as a Durban Ro-Ro berth.
- 16.3.3.3.2. The Chief Logistics Manager (CLM) or his representative responsible for all planning activities may redeploy lanes and/or resources from an unproductive vessel in his/her sole discretion.

16.3.3.4. Cargo Availability

- 16.3.3.4.1. Import and export cargo will be planned in accordance with the terminal capacity so as not to impede any other planned vessel.

16.3.4. **Transshipment Cargo**

- 16.3.4.1. Durban Ro-Ro must be notified by the Pre-Carrier shipping line or its nominated representative of transshipment cargo, inclusive of type and dimensions, five (5) days prior to the original ETA of the vessel concerned. Lines carrying transshipment cargo to final destination must include the cargo details thereof on the booking list.
- 16.3.4.2. All nominated transshipment cargo must be confirmed by the shipping line or its nominated representative at the Phase II confirming the details of the Pre-Carrier as well as confirmation of the dimensions, type and other On-Carrier vessel details.
- 16.3.4.3. Based on where the trans-shipment cargo is stored, the planning department will take into account the berth allocation for the on-carrier.
- 16.3.4.4. Failure to comply with clauses 16.3.4.1 and 16.3.4.2 which results in cross haulage will render the party so failing liable for the cost of such cross haulage. TPT will in such instances declare cross haulage charges to be applicable and notify both the pre-carrier and on-carrier by e-mail of the declared condition of cross haulage and seek confirmation as to which line is responsible for these charges.

- 16.3.4.5. Transshipment Cargo being discharged at the Durban Ro-Ro terminal must be clearly marked by the pre-carrier as transshipment cargo. Such marks must include the final destination and on-carrier details. Failure to comply with this provision may result in cargo being refused and/or cross haulage charges being raised in respect of static cargo.

16.3.5. **Ro-Ro Terminal General Operational Practices & Information**

- 16.3.5.1.1. Resource allocation will be in accordance with that agreed and recorded in respect of the Phase II document.
- 16.3.5.1.2. Vessel delays (and performance), recorded per lane, will be measured to obtain a net result of the terminal/vessel performance. The object is to identify and reduce all avoidable delays and to plan for improvement and such plans must be discussed at Phase IV.
- 16.3.5.1.3. Daily Ramp Meetings and shift handover meetings (Phase III) must be conducted.
- 16.3.5.1.4. A Phase IV Meeting must be held.
- 16.3.5.1.5. A compulsory AMV booking procedure is in effect and this procedure is available from the terminal.

16.3.6. **Post Cargo Working Reports**

- 16.3.6.1. An outturn report must be completed within six (6) hours of completion of a vessel for all exports.
- 16.3.6.2. In respect of imports, a provisional report must be provided within seven (7) days of completion of vessel working and a final report after any cargo found to be un-cleared is disposed of to the State's Warehouse.
- 16.3.6.3. A damage report of cargo identified as damaged must be completed within 6 hours of completion of vessel working.
- 16.3.6.4. After seven (7) days, the vessel's representative must be issued with an un-cleared Cargo Report, by way of a receipt advising them of all un-cleared cargo.
- 16.3.6.5. A short shipment report of cargo short shipped must be completed within six (6) hours of completion of the vessel working.
- 16.3.6.6. On vessel completion, TPT must submit to the vessel/representative an exception report detailing the units in dispute. The units reflected on the report to include discrepant and/or over and or short landed cargo.
- 16.3.6.7. Within three (3) days, the vessel's representative must be issued with a receipt advising him/her of over-landed cargo.

16.3.7. **Combined Export Documents**

- 16.3.7.1. Four (4) copies of the Export Outturn Report (EOR) are produced. Once the document is signed and stamped by TPT and the vessels representative, copies must be held by TPT, the vessel's representative and the vessel's tally representative.

16.3.8. Terminal Resources

- 16.3.8.1. Durban Ro-Ro has a maximum of nine (9) lanes allocated for vessel loading and off-loading situated at the three (3) Durban Ro-Ro berths.
- 16.3.8.2. The normal maximum allocation of lanes to work a particular vessel at any given time of loading or discharge is three (3). Where a vessel requests more than three (3) lanes, such vessel may receive more lanes provided this does not impact on the working of other vessels and is also dependent on resource availability. Any requests for additional lanes must be made in writing twenty four (24) hours prior to the Phase II.

16.3.9. Stand-by charges

- 16.3.9.1. Should, during any weekend, working lanes allocated to the next shift be cancelled less than two (2) hours before the end of a shift, stand-by charges, of a minimum of eight (8) hours over weekends and a minimum of four (4) hours for the following weekday, will be raised.
- 16.3.9.2. If resources are utilized for four (4) hours or more, no stand-by charges will be applicable.
- 16.3.9.3. If booked lanes are required to stand-by longer than the first four (4) hours of a shift as a result of weather sensitive cargo being worked or vessel's default, then stand-by charges will be raised.
- 16.3.9.4. All work / services provided over and above those planned in the Phase II will be charged for by way of a Miscellaneous Service Note (MSN). The service type will be specified on the invoice as issued for such service.
- 16.3.9.5. Verbal requests for changes, notifications, amendments and the like communicated to a nominated TPT supervisor by the vessel or its agent will be valid only if confirmed in writing. Failure to comply with this requirement will result in such communications not being acted upon.
- 16.3.9.6. TPT is not liable under any circumstances for vessel demurrage and accepts no risk, liability and/or responsibility pertaining to "mafi" trailers being cleared from the terminal onto any vessels calling at the terminal. Mafi trailers cannot leave the terminal for any reason whatsoever without a written and signed release letter from the relevant shipping line or their representative.
- 16.3.9.7. Mafi trailers left in the terminal may not be used by any other line and/or stevedore without the explicit written permission of the owner of the trailer concerned, with a copy of such permission being provided to all concerned.

- 16.3.9.8. Empty "mafi" trailers stored at Durban Ro-Ro must be removed from the terminal within ten (10) days of discharge from vessel. Should the Line concerned not have a vessel to load "mafi" trailers such Line can agree a time period with the terminal to have such trailers stored until a vessel becomes available. In such event, all movement and storage costs will be for the Line's account. The number of "mafi" trailers that can be stored is subject to available stack capacity and must be pre-arranged between the Line and TPT at the Phase II, and this clause is not to be interpreted as placing any obligation on TPT to agree to such storage.
- 16.3.9.9. This document supersedes all previous communication on berthing and vessel working at Durban Ro-Ro.

17. Richards Bay Terminals incorporating:

17.1. Ro-Ro, Break-bulk and Agricultural Terminal

17.1.1. Operating Hours and shift times

- 17.1.1.1. Mondays to Fridays:
- 17.1.1.2. Morning: 06.00 to 14.00
- 17.1.1.3. Afternoon: 14.00 to 22.00
- 17.1.1.4. Night: 22.00 to 06.00
- 17.1.1.5. Saturdays, Sundays and Public Holidays:
- 17.1.1.6. Day: 06.00 to 18.00
- 17.1.1.7. Night 18.00 to 06.00

- 17.1.2. Where a vessel is scheduled to commence cargo working on a weekend or public holiday after 12h00 midday, the vessel will only be planned to commence at 18h00. However, if the vessel insists on commencing cargo working earlier and is prepared to have the shift on standby from 06h00 and this is agreed to in writing, then standby charges will be applicable from the commencement of the 06h00 shift.

17.1.3. Terminal Cargo and Berth Allocation Planning:

- 17.1.3.1. The Richards Bay Bulk Terminal incorporates the original bulk appliance series of berths (berths 801, 804, and 701 to 705 and berth 609) and the Multi-purpose six and seven Series berths (berths 606 to 608 and berths 706 to 708 respectively). The bulk appliance series of berths, being a specialized bulk facility, will remain a premium series of berths for bulk cargo working on a first planned, first served basis. Without assigning preferential berthing, at the Agri Ro-Ro six and seven series of berths, cargo is planned and pre-assembled for a specific series of berths, be it liner cargo or non-liner cargo. Vessels or lines must call at the series of berths where they traditionally have called in the past in order to expedite vessel and

cargo turnaround and to eliminate the need for time consuming cargo conveyance between series.

- 17.1.3.2. Conveyance of cargo between berth series will be allowed at the discretion of TPT as the exception and as a means to keep berths operational during times of possible congestion, provided it does not impede on the planned productivity of other scheduled or planned vessels. In such instance no charges will apply. However, the remainder of the criteria of clause 2.9.5 for ring fenced cargo will apply.
- 17.1.3.3. Conveyance of cargoes will be dependent on safety, equipment availability and cargo type and as such no abnormal cargo will be conveyed.
- 17.1.3.4. All vessels calling at the Ro-Ro, Break-bulk and Agricultural Terminal for the purposes of working cargo via skips must as a minimum have twenty five (25) ton SWL cranes. Where one or more of the vessel's cranes falls below twenty five (25) tons SWL and/or proves to be incapable of handling the cargo, and the TPT norms are not attainable, then TPT may raise a surcharge based on decreased productivity or refuse the working of such a vessel.
- 17.1.3.5. Where a vessel has less than the minimum required SWL cranes and TPT choses to work that vessel, then if the planned net norm of the vessel is achieved in accordance with the TPT norm, TPT and the Customer will agree between themselves to waiver any surcharge which would normally apply.

17.2. **Mineral Bulk Terminal (MBT): Port of Richards Bay**

17.2.1. **Operating hours and shift times**

- 17.2.1.1. The terminal will operate on a twenty four (24) hour system Mondays to Fridays including those public holidays not defined as mandatory public holidays in clause 1.1.37 above.
- 17.2.1.2. The period of closure for National Workers Day (1 May) will be from 06h00 until 06h00 the following day, and for Christmas and New Year the period of closure will be from 14h00 on the previous day up until 06h00 on the day following the holiday.
- 17.2.1.3. Weekend operational working hours are between 22h00 on the Friday and 06h00 on the Monday, both inclusive.

17.2.2. **Nomination firming**

- 17.2.2.1. The Bulk Berths (berths 801, 804, and 701 to 705 and berth 609) will be scheduled upon receipt of the ID 100, but will only be firmed by TPT, using the updated ETA confirmation received from the vessel or representative, within three (3) days of ETA, with an accurate ETA of within twelve (12) hours. Should the final ETA change by more than twelve (12) hours later than the original firm ETA, the vessel will be re-scheduled at the discretion of TPT to an alternative window, either at the same berth or to follow on if the berth was still occupied or at the next suitable

and available berth, provided that no scheduled or planned vessel is prejudiced thereby. In this instance, the default period will be a three (3) day firm period.

17.2.2.2. Where a vessel in a single port stay calls at both the Bulk and Ro-Ro, Break-bulk and Agricultural berths, then the five day firm nomination rule as per clause 2.1.9 will apply.

17.2.2.3. Should a vessel having submitted a five (5) day firm nomination, elect to cancel its Ro-Ro, Break-bulk and Agricultural call and only call at the bulk terminal, then such vessel will be treated as an early arrival and will either be berthed if a window is available or it will be required to wait for its scheduled bulk slot. Such vessel will not be required to nominate afresh and will not be treated as an opportunistic call.

17.2.3. **General Information**

17.2.3.1. In order to maximise capacity utilization, MBT will further undertake additional cargo rationalisation exercises that involves the migration of suitable small bulk parcel cargo to the Ro-Ro, Break-bulk and Agricultural Terminal at Richards Bay. During the implementation of this exercise MBT will, as an interim measure until further notice but in its sole discretion, permit the handling of parcels smaller than the minimum sizes reflected in Clause 17.2.6.3 below for both import & export cargo at MBT.

17.2.3.2. The minimum export parcel that will be planned at MBT is ten thousand (10 000) Tons and deviations will be managed, in the sole discretion of TPT, on a case by case basis to suit clause 17.2.6.3 and until such time as further migration is implemented. All export vessels planned for berths 704/705 and 801 shall be required to nominate a minimum tonnage of thirty thousand tons (30 000)

17.2.3.3. The minimum import parcel that will be planned at MBT is fifteen thousand (15 000) Tons.

17.2.3.4. Where TPT has accurate calibrated cargo scales in place to measure bulk exports via its cargo conveyor belts, then only one (1) additional run will be permitted provided that such additional run is no less than two hundred (200) tons. In the absence of accepted scales, all additional cargo belt runs will be managed to meet the export order requirements.

17.2.3.5. Bulk vessels loading by means of the belt facilities must be able to handle a minimum loading rate of 1 000 tph except in instances where the cargo characteristics allow for a slower shipping norm.

17.2.3.6. Weather sensitive cargo: In instances where Customers are prepared to ship cargo during periods of light rain, a letter to this effect must be presented at the Phase II and not during the working of the vessel. Where no rain letter is presented at the Phase II, then any vessel affected by rain will be treated in accordance with clause 5.2

17.2.3.7. Where a rain letter has been presented and the Master of the vessel for reasons of rain is not prepared to open hatches or work cargo, then the letter will be deemed invalid and the vessel will be treated in accordance with clause 5.2

17.2.3.8. A vessel which is firm and planned, which arrives earlier or later than its ETA, will be planned to berth and work, but only for that period of time that the berth is available and provided the vessel, in all respects, remains stable to vacate the berth after completion of the parcel or parcels which are requiring completion before the vessel can be moved, provided that no other scheduled or planned vessel is prejudiced thereby.

17.2.4. **Bulk berth nomination requirements**

17.2.4.1. All vessels requiring to be scheduled at the bulk berths will be scheduled at the discretion of TPT to a suitable berth in order to achieve the best cargo throughput outcome to maximise berth usage must be read inconjunction with 17.2.6.

17.2.4.2. **The maximum export tonnage will be limited to berth restrictions and any deviations will be at the discretion of TPT.**

17.2.5. **Acid Vessels**

17.2.5.1. In order to reflect a more equitable planning platform, all phosphoric acid vessels deemed TNPA businesses, requiring scheduling on the TPT Bar Chart, must in accordance with an agreement reached with the TNPA provide to the TNPA a minimum ID 100 nomination time of fourteen (14) days. Once the nomination is accepted, then in terms of the joint scheduling between the TNPA and TPT, the vessel will be scheduled in the TPT line-up of all other scheduled vessels. Such acid vessel may not impede a working vessel or any other normally nominated vessel.

17.2.5.2. For the purposes of planning, berths 609 and 608 have dedicated facilities for the discharge of phosphoric acid. In all instances berth 608 will be the priority berth in scheduling acid vessels while berth 609 will from time to time serve as a substitute berth as per normal nomination criteria.

17.2.6. **Bulk Berth Scheduling**

17.2.6.1. The table below is an indicator of the general order of sequencing that will be used by TPT in the allocation of berths for imports at MBT. All allocations and deviations will be managed in the sole discretion of TPT with due regard to maximum cargo throughput and berth utilisation. The indicative list should not be interpreted as a right by any vessel to claim seniority or right to the berth over another.

Priority	Berth 609	Berth 701	Berth 702
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1 st	Acid Vessels as well as Alumina & Pet coke vessels	Nominated bulk vessels other than those carrying coking coal as agreed to by CPO	Nominated import bulk vessels carrying coking coal
2 nd	Opportunity Vessels agreed to by MBT CPO	Nominated Vessels carrying coking coal	Nominated import Vessels other than those carrying coking coal
3 rd		Opportunity Vessels agreed to by MBT CPO	Opportunity Vessels agreed to by MBT

17.2.6.2. The table below is an indicator of the general order of sequencing that will be used by TPT in the allocation of berths for exports at MBT.

17.2.6.3. Furthermore it must be noted that construction upgrades underway at the chrome storage areas necessitates certain chrome ore exports being incorporated into the shipping mix for berth 801. Provided these chrome parcels constitute a minimum of fifteen thousand tons (15 000 tons) for drop stow not requiring separations, then such chrome parcels will be managed as scheduled for berth 801. All deviations will be managed at the sole discretion of TPT.

17.2.6.4. Bulk export vessels will be scheduled based on operational requirements in accordance with cargo compatibility where export bulk parcels are less than 10 000 tons in order to achieve the best cargo throughput outcome to maximise berth usage. Vessels that are clustered will retain their berthing seniority as per section 2 and in accordance with clause 17.2.6.2 to 17.2.6.3.

Priority	Berth 703	Berth 704/705	Berth 801	Berth 804
1 st	All Coal vessels loaded ex Navitrade storage area in accordance with the Laycan slot scheduling stipulated in clause 17.2.7	All Coal/Magnetite vessels with parcels greater than 30 000 tons; AND Vessels with small parcels less than 10 000 tons based on operational requirements	All Magnetite/Chrome/Coal vessels with parcels greater than 30 000 tons and vessels in accordance with clause 17.2.6.3 above	Woodchips vessels and all suitable neo bulk vessels
2 nd	Opportunity Vessels agreed to by MBT CPO	Opportunity Vessels agreed to by MBT CPO	Opportunity Vessels agreed to by MBT CPO	Opportunity Vessels agreed to by MBT CPO

17.2.7. Laycan slot scheduling

- 17.2.7.1. The laycan berth scheduling will only apply to Coal vessels where cargo is reclaimed from the Richards Bay Terminal Grindrod (RBTG) Navitrade storage area and loaded via bulk appliance at berth 703. This is underpinned by a Throughput performance contract entered into by the shipper with TPT.
- 17.2.7.2. During the first week of each month the cargo owner/shipper must submit its shipping requirements for the next two months in monthly increments, details inclusive of but not limited to the amount and grade to be shipped, at which time CPO shall allocate the cargo owner/shipper a 7 (seven) day laycan per vessel indicated. Allocations will be made on a rotational basis notwithstanding all other conditions as required in these guidelines and Throughput contract capacity entitlement for the contracting period.
- 17.2.7.3. Within 30 days (days) of the nominated vessel being due in port per details provided in clause 17.2.7.2, the cargo owner/shipper concerned shall furnish CPO with its vessel nomination , which shall include details of:
- 17.2.7.3.1. Vessel's name and cargo/shipper details;
 - 17.2.7.3.2. GRT, NRT, LOA, Beam and Draft;
 - 17.2.7.3.3. Vessel's scheduled ETA;
 - 17.2.7.3.4. Estimated export tonnage;
 - 17.2.7.3.5. Cargo grade; and
- 17.2.7.4. At least 14 (fourteen) days prior to the ETA of the nominated vessel, but not before at 90% (ninety per centum) of the cargo to be loaded is on stockpile at the storage area, the cargo owner/shipper or its nominated agent concerned shall furnish CPO with its vessel nomination, which shall include:
- 17.2.7.4.1. Vessel's name and IMO number;
 - 17.2.7.4.2. Vessel dimensions GRT, NRT, LOA, Beam and Draft;
 - 17.2.7.4.3. Discharge port;
 - 17.2.7.4.4. Vessel's scheduled ETA;
 - 17.2.7.4.5. Last port of call and confirmation of departure or estimated time of departure;
 - 17.2.7.4.6. Estimated export tonnage;
 - 17.2.7.4.7. Vessel agent;
- 17.2.7.5. At least 10 (ten) days prior to the vessel ETA, the cargo owner/shipper shall provide CPO with a cargo loading plan, which shall include:
- 17.2.7.5.1. Loading sequence plan;
 - 17.2.7.5.2. Allocation of holds for particular cargo;
 - 17.2.7.5.3. De-ballasting requirements;
 - 17.2.7.5.4. Arrival and departure drafts.
- 17.2.7.6. TPT reserves the right to request any other information that may be required for planning purposes and terminal efficiency.

- 17.2.7.7. The cargo owner/shipper is to keep CPO advised of the progress of the nominated vessel, including confirmation of the departure from the last port of call and submit further update reports before ETA:
 - 17.2.7.7.1. 14 (fourteen) days; 10 (ten) days; 7 (seven) days; 3 (three) days; 48 (forty eight) hours; and 24 (twenty four) hours.
 - 17.2.7.7.2. Failing which the nominated vessel may lose its berthing seniority.
- 17.2.7.8. The nominated vessel or their agents, but not before at 100% (one hundred per centum) of the cargo to be loaded is on stockpile at the storage area, are required to provide CPO as early as possible, but no later than 48 (forty eight) hours prior to the vessel ETA with final confirmation of the following information:
 - 17.2.7.8.1. Final tonnage required to be loaded;
 - 17.2.7.8.2. Final stowage plan and loading sequence;
 - 17.2.7.8.3. Draft forward and aft on arrival and estimated sailing draft forward and aft; and
 - 17.2.7.8.4. Anticipated de-ballasting time.
- 17.2.7.9. The cargo owner/shipper shall be entitled to substitute another vessel for the nominated vessel from time to time provided that:
 - 17.2.7.9.1. Such vessel substitution is submitted to CPO for consideration and approval; and
 - 17.2.7.9.2. the cargo owner/shipper gives the vessel name and all relevant details concerning it not less than 7 (seven) days before the ETA of the vessel.
- 17.2.7.10. If the cargo owner/shipper gives less than the requisite notice mentioned in 17.2.7.9 and such substitution will adversely affect the nominated vessels of other cargo owners/shippers, the substituted vessel may, at the discretion of TPT, forfeit its berthing and loading seniority position. In that event, the cargo owner/shipper shall be required to re-nominate the performing vessel in accordance with clause 17.2.7.3, provided that TPT may, in its sole discretion, permit the re-nominated vessel to berth and commence loading within the re-nomination period, subject to operational requirements and capacity of TPT.
- 17.2.7.11. Berthing slot allocation all shipping activities at the terminal and related storage areas will be scheduled by TPT and will be in accordance with these guidelines.
- 17.2.7.12. TPT will distribute a daily rolling 30 (thirty) day barchart. The barchart shall reflect slot allocation times for the loading of the nominated vessels in accordance with:
 - 17.2.7.12.1. The cargo owner/shipper's allocated laycan/(s);
 - 17.2.7.12.2. The capacity of the storage area and terminal;
 - 17.2.7.12.3. The notices referred to in the section 2;
 - 17.2.7.12.4. The ETA of the respective nominated vessels; and
 - 17.2.7.12.5. Such other considerations as may be necessary to ensure the efficient and proper operation of the terminal.

- 17.2.7.13. A vessel with an earlier allocated laycan slot, ETA and NOR shall generally be senior to and be scheduled to commence loading before a vessel with a later allocated laycan slot and ETA.
- 17.2.7.14. In accordance with clause 17.2.7.13, TPT shall have the right to deviate from these guidelines in terms of order of loading, if in its discretion such deviation is warranted on any ground listed in clause 17.2.7.12 and TPT decision to the berthing of the nominated vessels shall be final.
- 17.2.7.15. Where a nominated vessel's ETA fall back it may, in the sole discretion of TPT, lose berthing seniority if it will significantly prejudice other nominated vessels or if operational efficiency will be adversely affected.
- 17.2.7.16. Nominated vessels that have complied with these guidelines may call at another terminal in the Port, provided that, if it is not available when called to the berth by TPT, it shall lose its berthing slot and shall take its place after the vessels waiting to load cargo on the day that it becomes available.
- 17.2.7.17. Increase in tonnage to be loaded beyond the nominated terms in terms of clause 2.3 without the prior written consent of the TPT, the loading of such additional tonnage will constitute a new nomination subject to a 14 (fourteen) day notice period, provided the barchart permits, it may in its sole discretion waive the 14 (fourteen) day notice period and permit the loading of the additional tonnage.
- 17.2.7.18. If a nominated vessel arrives in port and complies with all the terms and conditions of these Guidelines as a result of weather related difficulties, or a vessel is affected on berth by weather and delaying other nominated vessels, these delays is a risk of the cargo owner/shipper and TPT will not accept any responsibility or costs.
- 17.2.7.19. Should a junior nominated vessel tender its NOR and complies with the provisions of these Guidelines and a more senior vessel does not have at least 90% (ninety per centum) of cargo for loading on stockpile, the junior nominated vessel may be berthed ahead of the more senior nominated vessel.
- 17.2.7.20. The minimum tonnage per export consignment will be twenty five thousand (25 000) tons, and any maximum will be managed with due consideration for the limitations of the berth and will be in its sole discretion of the terminal.

18. Dispute resolution

- 18.1. Except as otherwise indicated, if any dispute arises between TPT and the Customer/ vessel (hereinafter referred to as "the parties") regarding the implementation and/ or interpretation of these TOGs (hereinafter referred to as "disputes"), the parties must attempt to resolve by negotiating such disputes in good faith.
- 18.2. If a dispute cannot be resolved by agreement between the parties, it must be referred to the CLM at the relevant Terminal who must make a ruling in respect of the dispute. If both parties accept such ruling, the dispute is at an end. Should the dispute not be resolved, the dispute must be escalated as provided for in clauses 18.3 and 18.4 below.

- 18.3. If the ruling made by the CLM is not accepted, the dispute must be referred to the Terminal Manager (TM) at the relevant Terminal, failing which the ruling of the CLM is binding on the parties. The TM, must make a ruling in respect of the dispute and should the parties accept such ruling, the dispute is at an end. Should the dispute not be resolved, the dispute must be escalated as provided for in clause 14.4 below.
- 18.4. If the ruling made by TM, is not accepted, the dispute must be referred to the GM: Commercial and Planning of TPT or their duly authorised representative, failing which the ruling of the TM, as the case may be, is final and binding on the parties. The GM: Commercial and Planning or their duly appointed representative must attempt to make a ruling fairly in light of the facts available and such ruling will be final and binding on the parties for the purpose of this clause 18, but only in the sense that it brings this informal dispute resolution procedure to an end and does not prejudice such rights as either party may have to engage the other in legal proceedings in respect of the subject-matter of such dispute.
- 18.5. The referral of any dispute to informal dispute resolution in terms of this clause does not relieve the Customer/ vessel from any liability for the due and punctual performance of its obligations under these TOGs and shall not derogate from TPT's rights and remedies under these TOGs.