



FREMANTLE PORTS

Application to Maximise Draft With Use of Dynamic Underkeel Clearance

Agents are required to upload this completed form directly to VOYAGER

After Hours Email: movements@fremantleports.com.au

REVISION 2 - 24 AUG 2020

On behalf of the vessel:

Expected to on Date:

Application is made to maximise the vessel's draft through the use of Dynamic UnderKeel Clearance. The following data is relevant to the vessel's movement:

IMO: Vessel Type: Min Maneuvering Speed: kts

Beam: m, LBP: m, LOA: m, Displacement*: t

Draft*: F m, Draft*: M m, Draft*: A m

GM(f)*: m, GM*: m, KG: m, KM: m

* Indicates anticipated data that may be adjusted closer to the time of actual movement.

Note: Before submission, please ensure that: GM(f) < GM and that GM + KG = KM

In consideration of the use of Dynamic UnderKeel Clearance and in accordance with the conditions and limitations indicated below, the ship's agent hereinafter named agrees to pay to the Fremantle Port Authority any fee (plus GST) charged for the provision of the service.

Ship's Agent Company Name:

Name of person submitting :

FPA to provide DUKC services to the User

The FPA hereby agrees to provide the following services to the User in respect of the User's Vessel on or about the dates of service:

1. operate and maintain the DUKC System in order to maximise the range of Under Keel Clearance windows for utilisation by the above named vessel in either the Stirling/Calista Channels or the Inner Harbour Entrance Channel or the Deep Water and Success / Parmelia Channels at the Port of Fremantle;
2. operate the DUKC infrastructure and use its reasonable endeavours to maintain the DUKC infrastructure in good working order;
3. maintain the ability for the DUKC System to generate Under Keel Clearance predictions for proposed User Vessel movements;
4. prior to the commencement of the Vessel's movement, provide the pilot, who has the conduct of each movement, with hard copy data predictions of Under Keel Clearance with respect to the vessel's movement; and
5. maintain a system of providing a continuous supply of accurate wave and tide data to the DUKC System.

The Ship's Agent acknowledges that the wave and tide data is, as at the date of this application supplied by independent third parties.

Limitations on the FPA's service obligations

Acknowledgment

The Agent acknowledges that, in order to function properly, the DUKC System is dependent upon:

1. the performance of third parties under support agreements and licences;
2. the continuous supply of relevant wave and tide data; and
3. the DUKC Infrastructure being in working condition.

Service Obligation and Limitations

The FPA and the Ship's Agent agree that nothing shall oblige the FPA to provide any component of the DUKC Services to the User in circumstances where the FPA is unable to operate the DUKC System or provide any component of the DUKC Services as a result of:

1. termination or discontinuance of any of the support agreements or licences;
2. any reasonable DUKC System downtime due to repairs or maintenance work being carried out or any delay following any request for maintenance or repair support being made by the FPA, or anyone else;
3. any failure of or any damage to any component of the DUKC Infrastructure; and
4. anything beyond the reasonable control of the the FPA, provided that none of the events are caused by, arise from or are related to any negligence, act, failure to act of or by the FPA.

